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AGREEMENT

BETWEEN THE

**LAKE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND THE

**LAKE EMPLOYEES ASSOCIATION FOR
DEVELOPMENTALLY DISABLED**

2014 – 2017

DIRECTORY

LAKE COUNTY BOARD OF DD	8121 Deepwood Boulevard Mentor, Ohio 44060	350-5100
BROADMOOR SCHOOL	8090 Broadmoor Road Mentor, Ohio 44060	602-1000
C.E.S.	9350 Progress Parkway Mentor, Ohio 44060	918-1050
WILLOUGHBY WORKSHOP	2100 Joseph Lloyd Parkway Willoughby, Ohio 44094	269-2180
LEADD/UNISERV	5804 Heisley Road Mentor, Ohio 44060	639-1300 or 800/686-4228

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ARTICLE I

RECOGNITION/RIGHTS/PROCEDURES

Section A – Recognition

1. The Lake County Board of DD, hereinafter referred to as the "Board" or "Agency," recognizes the Lake Employees Association for Developmentally Disabled referred to as "LEADD" an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the bargaining unit defined in Section 2.

2. a. (1) The members of the bargaining unit are all certificated employees of the Board engaged in client services and all non-certificated employees of the Board engaged in client services or support services in accordance with the SERB Determination in Case Nos. 88-REP-11-0246 and 89-REP-05-0129.

(2) Excluded from the bargaining unit are seasonal employees/casual/substitute employees as defined in Article XII, Section A.9., of this Agreement; "supervisor/management" level employees as defined in O.R.C. Sections 4117.01(F) and (L), and "confidential" employees as defined in O.R.C. Section 4117.01(K).

- b. Those classifications listed in Section B., hereinafter referred to as "Client Service Staff (CSS)" classifications, and in Section C., hereinafter referred to as "Education Support Professional (ESP)" classifications, of Article XI and any newly created positions of a similar nature are included in the bargaining unit. Any new or significantly altered position that is in dispute shall be submitted to SERB and retroactively placed in the proper article.

3. Members of the bargaining unit shall not be required to exercise significant supervisory or significant confidential job responsibilities as part of their regular job duties; provided, however, that the assignment, directing, and counseling of other employees by bargaining unit professional employees shall not be considered "significant supervisory responsibility." (Any current bargaining unit member is grandfathered.) Attached hereto as Appendix E is a listing of all "confidential" positions that the parties agree shall be deemed confidential positions within the meaning of O.R.C. Section 4117.01(K) as of September 1, 1996. Attached hereto as Appendix F is a listing of all "supervisory/management" positions that LEADD agrees to accept without further challenge as supervisory and/or management positions

within the meaning of O.R.C. Sections 4117.01(F) and 4117.01(L), respectively. Any position not listed in Appendix E and Appendix F is in the bargaining unit.

The Board may not use current positions that have been declared supervisory/management/confidential as prejudice against the Association in any future SERB review of new or altered positions.

All current employees in agreed "exempt" positions which were excluded from bargaining unit representation by the Board and LEADD on and before August 31, 1996, and whose excluded positions are restored to bargaining unit status hereby shall be afforded the right to return to the bargaining unit or continue to be excluded as an "exempt" employee for as long as they remain in their current position. This decision must be made by the employee in writing within five (5) workdays from the date of ratification of this Agreement by both parties. If the employee chooses to remain an "exempt" employee in the restored bargaining unit position, he/she will not be entitled to any contractual benefits, rights, or protections and will be exempt from any service fees. Any "exempt" employee in one of the restored positions who chooses to return to the bargaining unit shall be treated as if the position had always been a bargaining unit position and entitled to all rights and benefits of the contract. He/she shall have his/her wage grandfathered at current rate until the unit rate is equal to or exceeds his/her current rate. The employee shall receive full seniority credit for the time the employee served in the previously excluded position and any previous continuous bargaining unit service not interrupted by a break in service.

Section B – Scope

Issues of bargaining shall be all matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of any provision of this Agreement.

Section C – Duration of Recognition

The Board's recognition of LEADD as provided in Section A. of this Article shall continue unless and until such recognition is validly withdrawn consistent with O.R.C. Chapter 4117.

Section D – Entire Agreement Clause

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the

parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

2. This Agreement shall supersede all conflicting rules, regulations, or practices of the Board. No such rules, regulations or practices of the Board may be the basis for a grievance response/defense when the rule, regulation or practice is in conflict with the express terms and conditions of the Agreement.
3. The parties recognize that grievance resolutions and joint memorandums of interpretation are not contract amendments. They are mutual agreements as to how the parties shall interpret and apply current contract provisions.
4. The Board and its bargaining team and the Association Executive Committee and its bargaining team shall reaffirm their commitment to good labor relations. In furtherance of that commitment, the Labor-Management Committee shall meet and attempt to function as intended and required by the contract.

Section E – Management Rights Clause

The Lake County Board of Mental Retardation, on its own behalf and on behalf of the electors of the county, hereby retains and reserves unto itself, without limitations, all power, right, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the United States and of the State of Ohio, including the rights enumerated in Ohio Revised Code Section 4117.08(C), to wit, the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. The Board's management rights also include, without limit the generality of the foregoing enumerated rights, save only as may be expressly limited by some expressed provision of this Agreement and the Board's obligation to bargain over mandatory subjects in accordance with Ohio Revised Code Chapter 4117, the right and responsibility to:

10. Executive management and administrative control of the program and its properties and facilities of its employment;
11. Hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
12. Establish all aspects of the program including special events for students, parents, residents, and others, all as deemed necessary or advisable by the Board; and
13. Decide upon the means of instruction, and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

An employee or LEADD may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section F – Exclusive Rights of the Association

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the staff as they relate to employment:

1. To enter into collective bargaining with the 169 Board in accordance with provisions of this procedure.

2. The Board shall provide a bulletin board for use by the Association in agreed upon areas of each facility [see Attachment 1]. Use of all staff bulletin boards provided for staff provided that posted materials are clearly identified as Association materials. The minimum size of a bulletin board shall be two feet (2') by four feet (4').
3. Association Dues – Payroll deduction of Association dues including Association (LEADD, Ohio Education Association, and National Education Association) dues and assessments to be deducted from the second check of each month beginning each September or when the employee begins employment unless the Association informs the Agency in writing prior to the preparation of the next payroll that they do not want payroll deduction for the employee; or the new employee informs the Agency and the Association on New Employee Form A and current employee informs the Agency and Association in writing prior to the preparation of the September payroll that they do not want to be a member for the following September – August membership year--in which case the employee shall be placed on the service fee payroll deduction list in accordance with Section 12. The Association shall inform Payroll prior to September 1 of each year of the monthly amount of dues for the annual, September through August, membership year and of any adjustments for any employee prior to each applicable payroll period.
4. To make Association announcements at general staff meetings, building and total staff meetings at the end of such meetings. Announcements to be limited to a maximum of five (5) minutes.
5. Use of building facilities for union meetings and public address system for Association announcements in keeping with normal building procedure subject to prior notice and availability.
6. Use of building mail for distribution of Association materials provided such materials are clearly identified as such and building attendance sheet for Association announcements.
7. Non-Confidential Information
 - a. The Association President shall be provided with 169 Board Agenda, approved minutes, and other documents given to Board members except those things confidential in nature and items discussed in executive session the day of the Board meeting. A listing of such documents typically provided to the Association President is found in Appendix H.

- b. The Association President or designee shall be provided, upon request, all other existing documents not confidential by law. The cost of reproducing existing documents that are not relevant to its role as exclusive representative of the bargaining unit may be defrayed by the Association. The parties are encouraged to seek and share information on an informal level, written formal requests for information under these sections shall be submitted on and responded to utilizing the "Information Request Form", Appendix I, whenever it is feasible and practical. When not feasible and practical, the written request shall be on a reasonable facsimile of the Form.
- c. The Association President or designee shall make reasonable requests and shall avoid duplication of requests. When information/ documents are readily available in the Public Library and are not used as a basis of Board/management action or inaction, the Association will attempt to obtain such items from the public library.
- d. In addition to the Association President or designee, the potential/actual grievant and/or his/her Association representative are also authorized to request information under these sections. If there is any question as to specificity, time frame, scope, accessibility and/or format of an information request, the manager shall immediately notify the Association representative of his/her questions and/or problems with the request. The manager shall notify the Association representative of any anticipated or unanticipated delay or inability in providing all or part of the requested information. If necessary, the parties shall meet to discuss potential alternatives to resolve the problems. Information requests shall be made as follows:
 - (1) Association requests by the Association President or designee in preparation for arbitration, administrative proceedings, or negotiations shall be directed to the Board's designated representative for the case. Where no designation of Board representative for the case has been made, the request shall be submitted to the Board's designated representative for general labor relations, hereinafter referred to as the Director of Human Resources.
 - (2) Association requests for general information which are not employee or specified class specific shall be directed to the Superintendent or designee. All information requests related to a specific employee or specified class shall be directed to the manager who is custodian of the documents/information or to the Personnel Manager or payroll manager--whomever is

appropriate. If the Association President or designated representative submits a written request, a copy shall be sent to the Superintendent or designee.

(3) Information requests regarding the basis of discipline charges, factual basis for a grievance/grievance response should be submitted to the manager affecting the discipline or cited the information, or designated hearing officer, if one has been assigned. Copies of written requests regarding formal grievances shall be sent to the Superintendent or designee. This is not intended to preclude information requests provided for above. If information is referred to by the Board in support of a disciplinary action or grievance response, the information shall be made accessible upon the request of the Association representative within ten (10) working days. The time lines for the Association's right to appeal the Board's grievance response or disciplinary action shall be tolled for up to ten (10) days from the date of receipt of the information provided that the Association's request for information is received within the applicable appeal period.

(4) The appropriate Board representative shall furnish the requested information in an expeditious manner.

e. (1) All personally-identifiable consumer information shall be considered confidential by law.

(2) In response to an Association information request, the Board where necessary shall redact all personally-identifying consumer information so as to delete or expunge any confidential information prior to its submission to the Association.

8. The Association President or his designee(s) is to be a regular part of 169 Board meeting agenda for rights to speak at such meetings.

9. The Association President shall be provided with one (1) copy of all written Board policies and procedures.

10. The Board shall provide the Association President with the names, address, phone numbers, building assignments, classifications, step assignment, years of credited prior experience, years of Agency experience, and pay rate of all persons within the LEADD bargaining unit and will update as new information becomes available--but no later than one week after the Board meeting when changes are made. Upon receipt of written request from a bargaining unit member, the

Board may withhold from the Association personal information that is not available as a public record (see Attachment 2 – New Employee Form A).

11. The Board shall provide the Association and every bargaining unit member with a Handbook which identifies and describes all laws, regulations, and policies which establish benefits and terms and conditions of employment that are not specifically addressed in this Contract and will update same on a timely basis.
12. Association Service Fee – As the exclusive bargaining agent for all members of the bargaining unit, the Association may assess and collect a service fee from all members of the bargaining unit which shall not exceed the dues paid by members of LEADD/OEA/NEA.

The Association shall notify the Board at least two weeks prior to the first deduction what the amount of each deduction of the fee to be deducted for the September through August membership year as well as provide the non-member with all legally required disclosure in order for the employee to decide whether or not to seek a rebate. The Association shall notify each non-member of the service fee by the end of each November or within sixty (60) days of employment for new employees--whichever comes later as well as provide the non-member with all legally required disclosure in order for the employee to decide whether or not to seek a rebate. The service fee shall be made through payroll deduction at no charge to the Association. Non-members may make a timely demand for a rebate pursuant to the LEADD/OEA/NEA internal rebate procedure under O.R.C. 4117.09(C). Rebates shall be given for any expenditure in support of partisan politics or ideological causes not germane to the work of the employee organization (LEADD/OEA/NEA) in the realm of collective bargaining.

All current and new employees shall be informed by the employer of this provision. Acceptance of employment by the employee shall constitute knowledge of this contract section and acceptance that it is part of his/her conditions of employment as is the entire collective bargaining agreement.

Upon submission of proper proof of religious conviction, an employee may be exempted from the service fee under the standards and requirement of Ohio Revised Code 4117.09(C).

13. The Association will be provided with a copy of all proposed new position descriptions, whether in the bargaining unit or not, prior to filling such positions.

14. The identification of typical documents and/or information that the Board is to provide automatically to the Association President or appropriate designated representative and the relevant timetable for transmittal is found in Appendix H.

15. Release Time for Association Business

- a. The Association President, members of the grievance committee, and members of the Association negotiating team shall be provided release time to conduct union business. Such release time shall not exceed the equivalent of one hour per week cumulative quarterly during the year without the express approval of the proper administrative official. Time sought by the Superintendent or other appropriate administrator shall not count in the above total. [The combined total number of grievance committee members eligible for paid release time provided for herein shall not exceed the number eligible for paid release time under the former DEA and PATMR contracts.] The Association shall provide the Board with the names of the members of the grievance committee and update the Board as changes occur. The submission of a Form B is not required when utilizing the release time provided for herein.

The use of the above time shall be only if necessary and is subject to reasonable notice given to insure client coverage.

- b. The release time provided in subsection a., above, is in addition to the time provided for representation pursuant to Section F.16. of this Article, negotiations pursuant to Section G. of this Article, grievance hearings pursuant to Article II, Court Leave pursuant to Article V, Section D., and attendance at OEA/NEA seminars and meetings pursuant to subsection c., below. The submission of a Form B is not required when utilizing the release time herein, except as provided in subsection c., below.
- c. Attendance at OEA/NEA seminars and meetings shall be in accordance with past practice. Association members who attend OEA/NEA seminars and meetings in accordance with subsection b., above, must complete a Form B and submit it to his/her supervisor. The new category "OEA/NEA seminars and meetings" under the category of "Union Release" should be checked. The notice, approval and challenge procedures contained in Article V, Section A., Sick Leave, shall be followed. Notice for attendance at OEA/NEA seminars and meetings should be given by the Association President to the Superintendent or designee as soon as possible and no later than three (3) days in

advance, except in an emergency. The leave shall be considered approved upon completion of the Form B unless challenged as set forth herein.

Notification of Association members attending OEA/NEA seminars and meetings shall be submitted by the Association President to the Superintendent or designee in accordance with Article I, Section F.15.c. Along with the Form B notification on behalf of Association members, the Association President shall submit notification of location and duration of the seminar or meeting including the anticipated starting and ending times. If a meeting announcement is published which contains such information, submission of the published meeting announcement by the LEADD President--though not required--will satisfy the notice requirement. Under no circumstances will the Superintendent or designee request or be permitted to review confidential information contained in such published meeting announcement (e.g., meeting agenda, presenters, discussion topics, etc.) and the Association President is permitted to excise such confidential information prior to submission. The Superintendent or designee may review the amount of travel time, if any, necessary for attendance and may invoke the challenge conference procedures of Article V, Section A.5., where the Superintendent or designee believes such travel time to be excessive.

- d. There are three independent bases upon which union release under Article I, Section F.15., may be denied:
 - (1) depletion of the twelve-hour quarterly release time allocation in subsection a.;
 - (2) lack of reasonable notice as related to demonstrable client coverage concerns; and
 - (3) failure to satisfy a "general necessity" standard.

While concerns (1) and (2) are susceptible to an *a priori* determination by management, standard (3) carries with it a presumption of legitimate union release time use similar to the presumed proper use of paid sick time. That is to say, union release time may be shown to be unnecessary only when circumstances arise in its actual utilization which show its use to be improper (e.g., using union release time for personal gain/benefit unrelated to union business). In such a case, the challenge conference procedures applicable to suspect sick leave

claims (Article V, Section A.5.c.) would be equally applicable to suspect union release claims.

16. Release Time for Representation – Whenever an employee has a legal right to representation, paid release time shall be provided for a union representative to attend management scheduled or mutually scheduled hearings, meetings, or bargaining sessions. As Agency business, no Form B or approval is required. Such representatives must inform their immediate supervisors as soon as they are made aware of the date and time of the representational activities. If the release of a union representative creates a work conflict, the administrator who scheduled the hearing/meeting may request that the meeting be rescheduled to another mutually agreeable date and time. However, no employee will be deprived of such representation due to such rescheduling.

Section G – Bargaining Procedure

1. Bargaining Team – The bargaining procedure shall be conducted between representatives of the Board 169 and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members in addition to its designated spokesperson, unless by mutual agreement. 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.
2. Bargaining in Executive Session – All bargaining sessions shall be in executive sessions, 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. 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.
4. Initiating the Bargaining Procedure – Negotiations for a successor Agreement may be initiated by notice from one party to the other of an intent to negotiate a successor Agreement. Such notice shall be given no sooner than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the expiration date of this Agreement.

Upon receipt of the letter to initiate negotiations, the receiving party shall respond within five (5) calendar days, shall acknowledge receipt of the letter to initiate the bargaining procedure and shall name the representative to contact concerning arrangements for establishing the initial bargaining session.

5. Initial Bargaining Session

a. The initial bargaining session shall be arranged within fourteen (14) calendar days of the date of receipt of the letter to initiate negotiations. The initial bargaining session shall be held no later than one hundred twenty (120) days prior to the expiration of this agreement or two (2) weeks after receipt of notice--whichever comes later--unless the parties mutually agree; such Agreement shall not be unreasonably withheld.

b. Items for negotiation, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.

c. The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

d. If tentative agreement on all issues is not reached within sixty (60) days of the initial session, then, unless otherwise mutually agreed, negotiations shall be adjourned until 45 days prior to the expiration of this Agreement. Prior to adjournment of negotiations, the parties will select the date on which negotiations will resume.

6. a. Caucus – Either bargaining team may call for a caucus during a bargaining session.

b. Exchange of Information – Board 169 and the Association agree to provide the other upon request pertinent information to areas that may be discussed during the bargaining period.

c. Tentative Agreement – As items are discussed and agreement reached, said items shall be reduced to writing and initialed by members of each team. This shall denote tentative agreement only.

d. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of issues for ratification by the Association and the Board.

Section H – Agreement

1. Preparing Issues for Presentation to the Association and the Board 169 for Approval – When agreement has been resolved, each issue shall be reduced to writing, be signed by the members of the bargaining teams, and presented to the Association with a recommendation for approval within five (5) calendar days of the final session for its approval.
2. Each issue shall include the following provisions in writing:
 - a. Provisions of the Agreement.
 - b. Date that said provisions are to be implemented.
3. Once the issues have been approved by the Association, they shall be submitted to the Board 169 for approval at its next regular or special Board meeting.
4. When approved by both parties, the Agreement shall be signed by the President of the Association and the Chairman of the Board and a properly executed copy shall be sent to SERB within thirty (30) days.

Section I – Mutually Agreed Dispute Resolution Procedure ("MAD")

1. If an agreement is not reached within forty-five (45) days prior to the expiration date, either party may seek the use of a mediator from the Federal Mediation and Conciliation Service (FMCS) (or the Bureau of Mediation if the services of FMCS are not available).
2. The parties agree and will so notify the State Employment Relations Board (SERB) that the use of a mediator from the Federal Mediation and Conciliation Service (FMCS) (or the Bureau of Mediation if the services of FMCS are not available) shall be the parties' mutually agreed-upon dispute resolution procedure. The parties agree that mediation through the offices of FMCS shall supersede the dispute resolution procedure contained in Chapter 4117 of the Ohio Revised Code, and the parties hereby waive the right to utilize any other dispute resolution procedures, including those enumerated in Chapter 4117. The parties shall continue mediation until agreement is reached on all issues; provided however, that upon the expiration of the Collective Bargaining Agreement, the Association retains the right to strike in accordance with Chapter 4117.

Section J – Contrary to Law Provisions

1. If some party other than the Association and Board shall challenge the legal efficacy of the Agreement or one of its provisions, then the Association and Board shall join to defend the Agreement.
2. If any provision of this Agreement is rendered contrary to law by a court of competent jurisdiction, that provision shall be deemed null and void to the limits prescribed by law with the remaining provisions to stay in effect.
3. In the event the determination that a provision of this contract is contrary to law and it makes other remaining provisions inoperable, this shall be reason for immediate re-opening of the bargaining procedure on that issue to obtain a mutually agreeable means of making the remaining provisions of the procedure operative.

Section K – Amendments

Any amendments to this Agreement shall be ratified in accordance with the provisions stated in Section H. of this Article.

Section L – Labor-Management Conference

1. The parties shall prepare and exchange a written agenda of issues to be discussed at least seventy-two (72) hours prior to the conference. Only those issues specifically included on the agenda shall be discussed at the conference unless by mutual agreement. The Agenda topics shall include a brief description of each topic to be discussed. In the absence of a prepared agenda, the conference shall be waived.
2. The disposition of pending grievances shall not be discussed nor shall new contract or contract amendment bargaining occur.
3. The date of the conference shall be set by mutual agreement of the parties. Any time beyond the workday shall not be compensated, although bargaining unit employees shall be compensated to the extent the Labor-Management Conference is held during the employee's regularly scheduled workday. Labor-Management Conferences shall be held once a month except by mutual agreement.
4. The intent of the Labor-Management Conference is to further promote the purposes of the Agreement, improve labor/management relations, and to study and discuss possible solutions to mutual problems affecting labor-management relations.

5. The parties agree to conduct themselves in a professional and courteous manner. Sessions shall not exceed two (2) hours except by mutual agreement.
6. The committees shall consist of not more than four (4) Association bargaining unit member representatives plus consultant plus two (2) revolving seats and four (4) Board representatives plus consultant plus two (2) revolving seats. Bargaining unit employees shall be identified by the Association at least forty-eight (48) hours in advance of the Labor-Management Conference.
7. Either party may initiate a request for further FMCS assistance.
8. The parties will designate a recorder who shall prepare minutes of each session which shall be distributed no later than with the agenda of the next meeting. There shall be no press or other public releases except by mutual agreement.

ARTICLE II

GRIEVANCE PROCEDURE

Section A – Preface

1. Grievances and dissatisfaction occur occasionally in every employee relationship. A plan to assure the orderly presentation of suggestions to resolve dissatisfactions and to redress grievances is an important part of effective personnel administration. The success of any plan of grievance machinery depends primarily on the mutual trust and respect displayed by all persons concerned with its operation, and on the sincerity of their efforts in helping to make it work. Assurance of reasonable working relationships and improved staff morale for the purpose of enhancing the educational training opportunities of all we serve is the essential goal to be sought in providing a grievance procedure.
2. A "grievance" for purpose of the grievance and arbitration procedure is a claim by a member(s) of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. For purposes of the grievance procedure alone, but not subject to the arbitration procedures, a "grievance" may also be based on a claim by a member of his right to fair treatment.
3. A "grievant" is the person or persons or Association making the claim. When the Association files a grievance for a group of employees, all employees party to the grievance shall be notified by the Association and the President or his designee shall sign.

If a grievance is filed on behalf of a specific class of employees, as opposed to general application (such as posting or grievance procedure issues), and no individual employee is claiming actual personal harm, the Association will identify the specific class/group and identify the appropriate Association representative for the specified class. When individual members of the class are seeking a retroactive remedy, at least one such member shall be identified.

4. A "party in interest" is the person or persons or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim in accordance with provisions of this Agreement. All parties involved in any or all stages of a grievance procedure agree that these procedures shall be confidential to the parties in interest and to the extent practicable, the name of the grievant shall be confidential.

5. a. In computing the timeline for the formal filing of a grievance at Level Two in this procedure, "days" shall mean calendar days except that the computation of calendar days shall not include the days comprised within the winter, spring and/or summer holiday/shutdown period of the grievant.
 - b. The term "days" when used in this procedure shall mean working days of the party who must act unless otherwise indicated. Thus, weekend days, off-cycle days, vacation days, holidays, program closing days, and shut down days are excluded where applicable (e.g., workdays of grievant for filing and appealing; workdays of management for responding).
6. The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance (i.e., "immediate supervisor" could refer to the Superintendent in certain situations such as a suspension or classification changes and Director of Human Resources for personnel policies).
7. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.
8. Release of Information
 - a. (1) Except as indicated below, grievance procedures are confidential. Hearings shall be treated as confidential "executive session."
 - (2) Only the grievant, representative, and personnel referred to in Section D.4. of this Article will be sent copies of grievances, decisions, grievance appeals, and notices, except that the Board may send copies of such documents to Board members, the Superintendent, administrators who are affected by the grievance, and legal counsel, and the Association may send documents to the Association Executive Committee, the Association Grievance Committee, the Labor Relations Consultant, building representatives who may be affected by the grievance, and legal counsel.
 - (3) Copies of settlement offers shall only be submitted to the designated Association/Board representative by the proposer.

- (4) While settlement agreements, once executed, and arbitration awards become a public matter, every reasonable effort will be made to protect the confidentiality of the employees or other named individuals. No grievance records, documents generated out of the formal grievance procedure, etc., will be placed in the personnel file of any of the participants. All such records shall be treated as confidential to the extent permitted by law.
 - (5) Either party may send summaries of grievances or grievance issues to their constituents including administrators by the Board and bargaining unit members by the Association, but neither party will send such documents to the other's constituents except as provided in this subsection 8.a., above.
- b. No grievance, during its process, will be discussed or publicized, including posting on bulletin boards, to parents, the media, or anyone else by either the Association or the Board or their officers, members, representatives, or employees, except as permitted by subsection 8.a., above.

If the facts contained in a grievance form the basis of an unfair labor practice or other matter before the State Employment Relations Board or the courts, this cloak of confidentiality shall be lifted with respect to the facts that form the basis of the alleged unfair labor practice.

- c. No grievance or the facts leading to a grievance or other specific employment-related situation will be publicized, except to the extent that may be required by law, unless a ULP or other public proceeding has been filed, and in that event, only the facts that form the basis of the alleged ULP or other public proceeding may be released (see subsection 8.b., above).

If the media, county commissioners, parents, other non-employees, or nonparticipating employees request comment or response concerning a pending grievance or the facts leading to a grievance or other specific employment-related situation, then, and only then, may each side make a "measured response".

Further, neither party will issue false and/or intentionally inflammatory comments that are intended to influence the parents or the public against the other party in labor relations matters. Instead, both the Board and Association agree that labor relations should be settled between them and that each shall attempt to reduce, rather than escalate, publicity and controversy surrounding

their relationship. The parties agree to use their best efforts to eliminate such public debates and comments whenever possible.

Section B – Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions to employee grievances. Since it is important the grievance be filed and processed as rapidly as possible, the number of days indicated for the filing of the grievance at each level of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. However, reasonable extensions of time lines will be freely granted in order to afford every opportunity for a grievance to be heard. Any grievance not meeting the time line for initial filing and not subject to a mutually agreed extension shall be considered by management to be waived and shall not be subject to a formal grievance hearing if the hearing officer formally and timely responds as such in writing to the late filing.

Any issue of initial timeliness must be raised in the first written denial of the grievance. Subsequent timeliness issues must be raised at the Level Three hearing or, when applicable, in response to a Level Four appeal. Otherwise, the parties have mutually agreed to extend the time lines. In a time line dispute, actual receipt, initial postmark or fax confirmation shall be the evidence of timeliness--whichever is applicable.

Nothing herein shall preclude the hearing officer from discussing with the Grievant and/or his/her Association Representative the underlying basis of an untimely filed grievance and/or adjusting the same without prejudice to the hearing officer's denial. Any adjustment of the dispute shall be confirmed in writing by the hearing officer to the Grievant and his/her Association Representative. Nothing herein precludes the Association from appealing the case to arbitration.

2. The failure of the Administration to comply with the contractual requirements for scheduling and holding a Level Two hearing or for issuing a timely Level Two denial shall automatically advance the grievance to the Level Three. However, the Association shall be required to provide notice of the automatic advancement to the Board's designated Level Three hearing officer in order to trigger the time lines. The failure of the Administration to comply with the contractual requirements for scheduling and holding a Level Three hearing or issuing a timely Level Three denial shall automatically advance the Grievance to arbitration at the Board's expense for both fees and arbitrator expenses.

3. Any employee may be represented at any level of this grievance procedure by a person(s) appointed by LEADD. In each facility at least one (1) person shall be named as LEADD grievance representative and shall normally act as the representative at facility level grievances and other normal times that an employee desires a representative. Necessary release time will be provided the grievant, witnesses and these representatives for hearings when hearing time is set during working hours. It is desired that the employee be present if possible at all levels.
4. Upon request of the Hearing Administrator, the aggrieved person or at least one (1) member of the affected group must be present at a Level Two or Three hearing.
5. Scheduling Grievance Hearings and Release Time – All grievance hearings must be mutually scheduled between the administrative hearing officer and the designated Association representative.
 - a. The Board and Association have the ability to mutually schedule grievance hearings within an employee's workday. When such hearings are scheduled during an employee's work time, designated employee representative(s), grievant/affected employee, and necessary witnesses shall be released during their work time and shall be considered on Agency business for purposes of paid time.

Except as provided in this Agreement for members of the bargaining unit, the Board has no obligation to release non-bargaining unit employees for grievance hearings during work time unless they are needed to give information relative to the claim.

- b. To the extent possible, the Association representative scheduling the hearing will identify to the hearing administrator at the time the hearing is scheduled all employees in addition to the grievant whose attendance is requested. If the hearing administrator requests the presence of the grievant, or if the Association requests the presence of the grievant, the Association will notify the grievant of the time and place of the grievance hearing. In such case, the Board will assure that the grievant is released for the hearing. Scheduling of other persons who may be needed to give information relative to the claim shall be in accordance with current practice.
- c. The administrator who schedules the hearing may contact the supervisor of the Association grievance representative with whom

the hearing has been scheduled to determine if the representative can be released at that time. If a work conflict exists, the representative will either appoint another representative or the hearing will be mutually rescheduled. In no case may either party unilaterally extend the hearing timelines.

- d. This procedure will be followed for internal grievance hearings. Other hearings such as challenge conferences, arbitration hearings, etc., will be scheduled in accordance with the contract provisions applicable thereto and released agency business time shall be provided in accordance with Article I, Section F.15. and 16.

6. Extensions and Cancellation of Hearings

- a. If a grievance hearing has been mutually scheduled but an unavoidable conflict subsequently occurs and one party cannot attend, the hearing will always be rescheduled to a mutually convenient time within the next five (5) to ten (10) day time structure. In such an event, failure of one party to attend such hearing is not cause to proceed to the next step.
- b. The parties will endeavor to submit grievance answers and appeals and to schedule grievance hearings as soon as possible, rather than waiting until the last day of the timelines.
- c. The parties agree to liberally grant extension requests for initial filings, scheduling hearings, responding, appealing, or for scheduling appellate hearings when the hearing officer or Association representative is seeking more information or for other good cause. All extensions of the initial filing of a grievance should be made in writing. Any requests for extensions must be submitted to the hearing officer or Association representative prior to the expiration of the time lines as set forth in the procedures. No party may unilaterally extend the time lines contained within these procedures. The submission of a settlement offer does not automatically extend the time lines absent mutual agreement.

Section C – Grievance Filing/Hearing Levels

1. **Level One – Informal** – The Association and Board strongly encourage informal presentation, discussion and resolution of grievances and employment-related problems at Level One resolution. An employee with a grievance may first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. The aggrieved

party has the right to have a representative present at this level of the grievance procedure and all subsequent levels.

If there is a Level One meeting/discussion, the time line for filing a formal grievance shall be extended to forty-five (45) calendar days as defined below.

2. **Level Two – Formal** – If the grievant wishes to pursue his/her claim formally, he/she must follow the following filing procedures:

a. **Filing** – No later than thirty (30) calendar days or forty-five (45) calendar days if there is a Level One meeting/discussion after the event or circumstances giving rise to the grievance has occurred, and the grievant knew or should have known it, the grievant must file his/her written grievance with management--or the grievant will waive his/her claim. (The computation of calendar days shall not include the days comprised within the winter, spring, and/or summer holiday/shutdown period of the grievant.) The grievant must submit a completed and signed grievance to the proper administrative authority upon Form E, Attachment 6. Formal Level Two grievances shall be filed with the appropriate Level I or II Manager listed on Appendix F.

The written grievance on Form E shall include (1) the specific articles and sections of this Agreement which were allegedly misapplied or violated, (2) the time and details of the occurrence, and (3) the remedy requested.

b. In all levels of the formal proceedings, copies of official Grievance Report Forms and decisions shall be distributed as follows: one (1) for the aggrieved; one (1) for the Superintendent's designated representative; one (1) for the Association President sent to the Association office; one (1) submitted to the appropriate administrator; and one (1) for the designated Association representative for the case.

c. **Scheduling** – Within five (5) days of the appropriate administrator's working days following his/her receipt of a formal grievance, the appropriate administrator shall mutually schedule a hearing with the designated Association representative and, within ten (10) days of said receipt, a hearing shall be held between the Hearing Administrator, the Association, and other parties who may be needed to give information relative to the claim. Upon request of the Hearing Administrator, the aggrieved person or at least one member of the affected group must be present at a Level Two or Level Three hearing. Failure to mutually schedule and hold a

hearing within the timelines, absent a written extension, shall advance the grievance to the next level.

- d. Decision – A decision shall be rendered within five (5) days of such hearing with copies to all appropriate parties. The Hearing Officer at each formal level shall either grant the grievance or deny the grievance in whole or in part and shall either accept the requested remedy for each granted part or offer an appropriate alternative remedy consistent with the Contract misinterpretation, misapplication, and/or violation. Reasons for each denial shall be given. If there is a dispute over the appropriateness of an offered remedy, a remedy hearing shall be requested by the designated Association representative within five (5) days of receipt of the offered remedy and held within ten (10) days of such receipt with written response from the appropriate administrator. (The granting of a remedy without granting the grievance or vice versa shall not constitute resolution of the grievance absent a mutually agreed and executed settlement agreement.)

Grievance responses, appeals and decisions shall be professional in nature and reflect well established constructive labor relations principles.

3. Level Three – Superintendent Level

- a. Appeal – In the event the aggrieved person is not satisfied with the disposition at Level Two, or no decision has been rendered within five (5) days after the Level Two hearing, he/she may inaugurate Level Three proceedings within five (5) days of the Level Two decision in writing to the Superintendent or his/her designee with appropriate copies to the persons listed in Section C.2.b.
- b. Scheduling – Within five (5) of the Superintendent or his/her designee's workdays following receipt of the grievance by appeal, initial Level Three filing, or lower level management advancement, a hearing shall be mutually scheduled by the Board designated representative with the designated Association representative.
- c. Hearing – The hearing shall be held within ten (10) days of receipt of the grievance between the aggrieved, as needed, the Superintendent or his/her designated representative (who must be someone other than the aggrieved person's immediate supervisor), the designated representative of the Association and other parties that may be needed to give information relative to the claim. At the time of the scheduling of the Level Three hearing, the Association shall endeavor to indicate whether a Level Two

hearing has occurred. Upon written request, extensions shall be freely granted. Failure to mutually schedule and hold a hearing within the timelines, absent a written extension, shall advance the grievance to the next level.

- d. Decision – The Superintendent or his/her designated representative shall render a decision in writing within five (5) days of such hearing with appropriate copies to the persons listed in Section C.2.b., above. The decision shall either grant the grievance or deny the grievance in whole or in part and shall either accept the requested remedy for each granted part or offer an appropriate alternative remedy consistent with the Contract misinterpretation, misapplication, and/or violation. Reasons for each denial shall be given. If there is a dispute over the appropriateness of an offered remedy, a remedy hearing shall be requested by the designated Association representative within five (5) days of receipt of the offered remedy and held within ten (10) days of such receipt with written response from the appropriate administrator.

The Superintendent or his/her designated representative may submit settlement proposals or request settlement discussions with the designated Association representative in lieu of or together with a grievance decision. However, if no settlement is reached in a timely fashion, a formal decision must be rendered.

- e. Implementation – The Superintendent or his/her designated representative for the case shall be responsible for insuring that the decision and remedy for all grievance settlements, decisions, or awards are implemented in a timely fashion. The Association shall be provided with a copy of the Grievance Remedy Implementation Form, Attachment 6(b), evidencing the initiation of the decision/settlement/award by the deciding administrator and the implementation thereof by the remedy implementer, where appropriate.

4. **Pre-Level Four – Grievance Review/Conciliation Committee**

- a. The Board and Association shall select a subcommittee of six (6) members (3 per party) who shall be members of the Association and Board management staff, respectively, to act as a "Grievance Review Committee" to review any grievance submitted to it by either party after a Level Three denial in whole or in part and prior to formal filing of a Level Four appeal for arbitration. Neither the designated Level Four representatives nor legal counsel may be part of the Committee except as invited for presentation or other

Committee requested purposes. (If there is no timely Level Three hearing and/or denial resulting in an appeal to arbitration, the Board shall be considered to have waived its right to submit the grievance to the Grievance Review Committee.)

- b. The submission to the Grievance Review Committee shall occur within ten (10) days of the Level Three denial. The Committee shall meet within ten (10) days of submission and review the facts, arguments, and relative merit of the disputed issues. The Committee shall issue a Confidential Report to the designated representatives of the Board and Association that contains its findings and recommendations on each disputed issue.
- c. As soon as possible but not later than ten (10) days after the issuance of the Confidential Report, the designated representatives of the Board and Association/Grievant must review the Report and may meet if either representative requests. The representatives will accept or reject the Confidential Report with or without amendments. Any agreement approved by the designated representatives shall be binding on both parties and the grievant. If no resolution is reached, the Association may appeal the case to Level Four – Arbitration within ten (10) days of this meeting. The Confidential Report shall not be used as evidence or prejudice in arbitration if final agreement is not reached or if either side designates it as non-precedential, except by mutual agreement. If used, any settlement suggestions shall be deleted.
- d. Savings – Neither the Grievance Review Committee nor the designated representatives have the authority to alter the express terms of the Agreement. Any "settlement" must be consistent with the terms of the Agreement.

5. Level Four – Arbitration

- a. In the event the Association is not satisfied with the disposition at Level Three, or no decision has been rendered within five (5) days after the Level Three hearing, the Association may initiate Level Four arbitration proceedings by filing a request with the American Arbitration Association (AAA) within ten (10) days after receipt of the Level Three decision. A copy of the request shall be sent to the Agency.
- b. In the Level Four request for arbitration, the Association must identify the Articles and Sections of the Agreement it will allege to be violated in the arbitration proceeding, but the Board may

require another Level Three hearing if changes are made from the initial formal grievance filing.

- c. The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of AAA. The parties will alternately each strike three (3) names from a panel of seven (7) submitted by AAA, and the remaining name shall be the arbitrator. The parties shall notify AAA of its selection within thirty (30) days of receipt of list or AAA may appoint from the list. Either side may waive the alternate strike method and submit its numbered priorities to AAA with no more than three (3) strikeouts within the thirty (30) day period provided it gives prior notice to the other party. In either event, AAA shall appoint from the remaining list of members from the seven (7) members list if it has not been notified of a mutually selected arbitrator within thirty-three (33) calendar days from submission of the list to the parties.
- d. A pre-arbitration conference between the Association and the Board's representative shall be held no later than thirty (30) calendar days, if feasible, prior to the arbitration hearing. At that time, the Board and Association representatives shall provide each other with sufficient information to understand the contractual and the factual basis of each party's position at arbitration. An effort will also be made to establish a joint stipulation of issues.
- e. The arbitrator shall make his report and recommendations in triplicate to the aggrieved, the Superintendent, and the President of the Association. The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some express terms of the Agreement, shall decide the same in accordance with the express terms thereof, and shall have no power to add to, subtract from, or modify such express terms.
- f. The decision of the arbitrator within his/her jurisdiction and power as above set forth shall be binding upon the employees, the Association and the Board.
- g. The fees and expense of the arbitrator and of the American Arbitration Association shall be borne by the party losing the award in full. If neither party loses the award in full, the cost will be shared equally.
- h. Expedited Level Four – All grievances appealed to arbitration that do not involve a monetary or job remedy (e.g., overtime or other wage disputes, disciplinary suspension, termination, etc.) shall be processed in accordance with the Expedited Procedures of AAA.

The parties may mutually agree to use or not use the Expedited Arbitration or Panel of Arbitrators for any case.

i. Filing Fees

(1) The parties agree to split the cost of all American Arbitration Association filing fees for all grievances that are appealed to arbitration unless:

(a) The case must be appealed to arbitration because the administration has failed to schedule or hold a Level Three hearing or respond within the timelines specified in the grievance procedure, if no extension has been granted in a timely fashion; or

(b) The Association prematurely appeals to arbitration before the receipt of a timely Level Three answer.

(2) If a case is appealed to arbitration and settled before receipt of the arbitrator's decision on a basis different than that offered in the Level Three answer, all fees, including those of the AAA and of the arbitrator, will be split.

(3) If the Association unilaterally withdraws a grievance from arbitration, the Association will pay the entire fee of AAA and any cancellation fee of the arbitrator, unless the reason for the withdrawal is the post-Level Three receipt of relevant and factual material information that supports the Board's denial of the grievance that was unavailable prior to the arbitration appeal or if the Board raises a new defense that has merit and that significantly alters the originally perceived issue(s).

6. The parties shall utilize the Pre-Level Four – Grievance Review/ Conciliation Committee to review any and all cases pending at Level Four – Arbitration, at the time of the ratification of this Agreement. The respective Board and Association representatives shall have forty-five (45) days from the date of ratification to review the pending cases for presentation of the facts and arguments to the Committee. Within the forty-five (45) day period, the representatives may meet to attempt to resolve cases prior to committee review. A docket of pending cases shall be presented to the committee participants who shall then create a hearing schedule.

Section D – Procedure For Filing Grievances

1. a. The grievant may discuss a grievance or an employment-related problem with his/her immediate supervisor at Level One prior to filing a formal Level Two grievance.
 - b. The grievant or Association will file formal Level Two or Level Three grievances with the appropriate Level I or Level II manager listed on Appendix F who has the authority to resolve the grievance.
 - c. All "class action" or Association grievances regarding a single department (e.g., ARC, CDC, VGC, Willoughby, Broadmoor, Service and Support Administration, Nursing, Maintenance, Food Service, Transportation, etc.) will be filed at Level Two with the appropriate Level I or Level II department manager. (When there is no identified Level I or Level II department manager, the grievance shall be filed with the appropriate Level I or Level II program area manager per subsection 1.d., below.)
 - d. "Class action" or Association grievances involving more than one department, but in the same program area, will be filed with the appropriate Level I or Level II program area manager, if any, e.g., Adult Services Director, Residential Director, Broadmoor Principal, Operations Director, or Professional Services c/o Superintendent or designee as Level Two grievances.
 - e. "Class action," Association, or grievances based on Board, Superintendent or designee decisions will be filed at Level Three, c/o Superintendent or designee.
2. If the receiving Level Two hearing administrator does not believe he/she has the necessary authority to hear and resolve the grievance, including the granting of the appropriate remedy, without approval from a higher authority, he/she shall advance the grievance to that higher authority with notice to the grievant and Association, c/o its designated representative. [In order to provide time for this upward transmission, the timelines for the Board's obligation to mutually schedule the grievance shall be tolled for up to five (5) days from date of receipt of grievance when he/she transmits the grievance upward.]
3. a. If the administrator believes the grievance is filed at the incorrect level, the administrator shall remand it to the proper level and administrator within five (5) days of receipt of the grievance letter. A copy of the remand letter will be sent to all parties identified in

paragraph 4., below, and to the administrator to whom the grievance is remanded.

- b. On remand, the administrator to whom the grievance is remanded will always have authority to resolve the grievance without the need for approval. His/her timelines for scheduling the hearing shall begin when he/she receives the remanded grievance.
4. All grievances, responses, appeals, and notices filed under the grievance procedure will be filed with the Board's appropriate administrator, the aggrieved, the Association's designated representative for the case, the Association President, and the Superintendent or designee. If, through neglect or inadvertence, all persons identified above are not copied, the document will be considered properly served or filed, provided the document is filed with the hearing administrator identified in that step of the grievance procedure. However, failure to notify both the grievant and designated representative, in care of the Association office, of a denial shall toll time for filing an appeal.

Section E – Miscellaneous

1. Forms for processing grievances are available from the Association (see Form E, Attachment 6).
2. A grievance may be withdrawn at any level without prejudice or record, but will be considered resolved.
3. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Agreement. If retained, they shall be filed separate from the personnel files and shall be treated as confidential material to the extent permitted by law.
4. An aggrieved person is entitled to be represented at each level of the grievance procedure by the representative of the Association. Both the Association and Administration are entitled to have outside legal counsel present to represent in and at Level Four (arbitration). Both shall endeavor to avoid having outside legal counsel present to represent their interests in and at Levels One through Three. However, should either choose to have outside legal counsel present at Level One through Three meetings, it shall give at least forty-eight (48) hours notice to the other, so as to permit the other to also engage legal counsel.

5. This grievance and arbitration procedure shall be the exclusive means of resolving "grievances" as defined in Section A. of this Article II. Any event or occurrence which may form the basis of a grievance shall be challenged solely through the grievance procedure. The parties agree that neither the State Personnel Board of Review (SPBR), nor the courts shall have jurisdiction to consider any matter that was or should be the subject of a grievance.

Nothing in this Article II shall be construed so as to deny the Board, the Association, or bargaining unit members redress before a court or administrative agency for the enforcement of whatever rights or benefits which are not properly the subject of a grievance as defined herein.

6. The Association and the employees agree not to initiate, condone, or support any strike, slowdown, or work stoppage of any nature during the term of this Agreement.
7. In all disciplinary cases, the burden of proof is on the administration. Failure to prove its allegations shall require an award in favor of the grievant if so determined by the Board's hearing officer at Levels One – Three or arbitrator at Level Four.
8. Nothing contained herein shall prevent any aggrieved person from presenting a grievance and having it adjusted without intervention or representation by the Association. However, in that event, the Association shall have no further responsibilities, obligations, or final burden regarding the further resolution of that grievance, and its resolution shall only be binding on the aggrieved person and not on the Association or any other employee. The adjustment may not be inconsistent with the terms of this Agreement. The Association will be provided with copies of the grievance, response, and adjustment reached. In such case, the aggrieved person shall have the right to use of legal counsel as provided in paragraph 4. In any event, however, only the Association may appeal and pursue a grievance to arbitration.
9. One Association representative, the grievant, and all employees called as witnesses in an arbitration hearing shall be provided release time (no loss of pay) necessary to attend the hearing. When a witness has completed his/her testimony in an arbitration hearing, he/she shall be released and, if practical, shall report back to work. In addition, those persons identified in each level of the grievance procedure shall be provided release time (no loss of pay) to attend grievance hearings which are scheduled during that person's work time.

ARTICLE III

DAYS, HOURS AND WORK SCHEDULE

PART I – General

Section A – Days

The annual "employment year" shall run from the first bi-weekly period encompassing September 1 through the last bi-weekly period in August.

1. All full-time/forty (40) hour employees shall be scheduled to work five (5) consecutive days per week each week of the employment year except as provided in their individual Client Service Staff work schedules contained in Part II, below.
2. Client Service Staff and Education Support Professional part-time employees, other than bus drivers and bus attendants and weekend food service, shall be scheduled to work no more than five (5) days with at least two (2) consecutive days off per week except as provided in their individual Client Service Staff or Education Support Professional work schedules contained in Part II or Part III, below. The number of days for each part-time employee shall be on a regular schedule.

Section B – Hours

1. Members of the bargaining unit, except part-time employees as defined in this Agreement, shall be classified as full-time/forty (40) hour per week employees. Such employees shall be regularly scheduled to work eight (8) hours per day, including paid lunch and breaks except as provided in their individual Client Service Staff work schedules contained in Part II, below.
2. Part-Time Employees
 - a. Education Support Professional "part-time" employees shall be classified as twenty (20) hours per week employees who shall work at least four (4) hours per day and no more than ten (10) hours per day including paid lunch and breaks except that regular weekend workers may be scheduled to work twelve (12) hours per day on Saturday and Sunday. Further, no part-time employee, excluding bus drivers and bus aides, may be scheduled to work more than thirty (30) hours per week. No full-time position may be divided into part-time positions.

- b. Client Service Staff "part-time" employees are those employees of the Agency who are regularly scheduled to work sixty (60) hours or less in a biweekly period in Client Service Staff classifications. The Agency shall not utilize one (1) or more part-time employees to fill a full-time vacancy. No full-time position may be divided into part-time positions.

3. Lunch and Breaks

- a. All full-time/forty (40) hour per week employees shall be entitled to a sixty (60) continuous minute duty free paid lunch break as part of their eight (8) hour day except as provided in their individual Client Service Staff work schedules contained in Part II, below. The lunch break shall be taken during the approximate middle of their working schedule. The scheduling may vary.
- b. All employees shall be granted a fifteen (15) minute paid work break during each continuous four (4) hour work period except as provided in their individual Client Service Staff work schedules contained in Part II, below. Such break periods will be taken at times which meet operational needs and such scheduling may vary. If an employee takes a partial day leave of absence for one-half of a workday, he/she is only entitled to one (1) break period.
- c. Part-time employees who are scheduled to work six (6) or seven (7) continuous hours shall receive a paid thirty (30) minute duty free lunch break. Part-time employees who are scheduled to work eight (8) or more continuous hours shall receive the full-time paid duty-free lunch break if more than thirty (30) minutes.
- d. Whenever a full-time employee takes a leave of absence or vacation for only part of a workday, he/she must work either the first three (3) hours or last three (3) hours of his/her shift in order to receive his/her full duty-free lunch when the absence is contiguous to the lunch break.

Employees are free to leave early/arrive late during their duty-free lunch break and any earned break for contiguous partial day leaves of absences.

Section C – Flexed Schedules

- 1. No employee may be required to flex his/her daily hours or weekly schedule nor suffer any consequence if he/she adheres to his/her fixed or pre-approved schedule.

2. An employee with a fixed or pre-approved schedule may request in writing a flexed schedule for any given day or for any given calendar week or two (2) consecutive calendar week period. In order to request a flex schedule change, an employee shall be required to complete *Flex Schedule Request Form* (Attachment 8), which contains all of the specific changes requested. A flexed schedule change may not increase or decrease the regularly scheduled hour totals during the requested period. The employee's request for and management's approval of a flexed schedule change shall waive any claim for the payment of overtime or compensatory time for the hours flexed. When such a flexed schedule is consistent with program needs and does not violate the contractual rights of another employee, it may be approved on a daily, weekly, or bi-weekly basis. Once a flexed schedule for the period is agreed upon, it may not be altered without mutual agreement.
3. The intent of this section is neither to avoid appropriate overtime nor to create a different regular schedule for any employee.

PART II – Work Schedules – Client Services Staff

The following are the work schedules for all Client Service Staff employees in the bargaining unit. However, for payroll and benefit eligibility purposes, all employees, other than such part-time employees as defined in this Agreement, will be classified as full-time employees.

Section A – Broadmoor Work Schedule/Program Area

1. The "school year" at Broadmoor School commences on the first scheduled employee workday in each "employment year" and ends on the last calendar day prior to the first workday of school for the succeeding employment year--twelve (12) consecutive months. It consists of two semesters/recesses and a summer shutdown.
2. One hundred eighty-two (182) working days plus accrued vacation. Two (2) of these days, or their equivalent, will be non-client professional days. One (1) of these days, or its equivalent, will be for parent/teacher conferences during which time clients will not be present. The workweek shall be Monday through Friday.
3. 8:30 a.m. to 3:00 p.m.
4. One-half (1/2) hour duty-free lunch period.
5. Break-time – Staff will be free to take breaks during duty-free periods. Duty-free periods are defined, for the purpose of this section, as time during the normal workday when the employee has no direct client

responsibility, either as the principal teacher, or as secondary or support staff.

6. Notwithstanding the provisions of subsections 3.-5. of this section, Broadmoor staff may leave the premises during duty-free periods and at the time the clients depart the premises with the following exceptions:
 - a. Staff must be available at the site two (2) days per month until 3:45 p.m. and two (2) days per year in the evening to attend in-service training sessions which are scheduled in advance by the principal, as needed. Evening sessions shall be scheduled at least thirty (30) days in advance.
 - b. In-service programs at Broadmoor will only be held in the evening if the length of the program, availability of the speaker/presenter, and/or nature of the program make it impossible to be held during a scheduled workday. If and/or when a program is held shall be determined by the principal and dictated by the program and its necessity.
 - c. Staff are strongly encouraged to attend events such as Broadmoor Open House, Parent-Teacher meetings, etc., during the school year.
7. Subsequent to an EI Specialist or Instructor Assistant vacancy in the Early Intervention Program, the Board may post the vacancy as a nine (9) month position on the Broadmoor schedule. The current twelve (12) month EI Specialists and EI Assistants in the Early Intervention Program may opt to convert their twelve (12) month schedule to a nine (9) month Broadmoor schedule upon execution of this Agreement. At the Board's discretion, by the beginning of each subsequent Broadmoor school year, the current twelve (12) month EI Specialists and EI Assistants in the Early Intervention Program may opt to convert their twelve (12) month schedule to a nine (9) month Broadmoor schedule. Each twelve (12) month EI Specialist or Instructor Assistant in the Early Intervention Program will maintain their current duties.
8. Twelve-Month Employees – The work schedules of Client Service Staff employees assigned to the Broadmoor School twelve (12) month calendar shall consist of:
 - a. Days
 - (1) Two hundred thirty-six (236) working days, computed as follows: Two hundred sixty-one (261) total workdays, minus

fifteen (15) holidays, minus ten (10) days of shutdown which shall be scheduled to coincide with the Broadmoor School calendar recesses. Two (2) of these days, or their equivalent, will be non-client professional days. One (1) of these days, or its equivalent, may be parent teacher conferences during which time clients will not be present.

(2) The workweek shall be Monday through Friday.

b. Hours – 8:30 a.m. to 4:30 p.m. Slight variation of up to one (1) hour but no earlier than 7:30 a.m. may be permitted to accommodate necessary changes in bus schedules or other program needs. At least one (1) hour of on-site preparation time shall be provided within the eight (8) hour day.

c. Sixty (60) minutes duty-free lunch period for full-time employees.

d. Break-time – One (1) fifteen (15) minute duty-free break.

e. Notwithstanding the provisions of subsections b.-d. of this section, Broadmoor staff may leave the premises during duty-free periods with the following exceptions:

(1) Staff must be available at the site two (2) days per month until 3:45 p.m. and two (2) days per year in the evening to attend in-service training sessions which are scheduled in advance by the principal, as needed. Evening sessions shall be scheduled at least thirty (30) days in advance.

(2) In-service programs at Broadmoor will only be held in the evening if the length of the program, availability of the speaker/presenter, and/or nature of the program make it impossible to be held during a scheduled workday. If and/or when a program is held shall be determined by the principal and dictated by the program and its necessity.

(3) Staff are strongly encouraged to attend events such as Broadmoor Open House, Parent-Teacher meetings, etc., during the school year.

9. Part-Time Employees – The provisions of Sections 1. through 6. (for nine [9] month) or Section 7. (for twelve [12] month), as described above, are applicable to part-time employees except as follows: The work schedules of Client Service Staff part-time employees assigned to both the twelve (12) and nine (9) month Broadmoor School calendar shall consist of either a partial day or partial week assignment as follows:

- a. Partial Day – Four (4) consecutive hours per day, including one fifteen (15) minute break (paid at 50% FT salary).
 - b. Partial Week – Three (3) full-time days, including one fifteen (15) minute break and the full-time duty-free lunch break (paid at 60% FT salary).
 - c. Home Trainer – In addition to the part-time schedules in subsection 8.a. and 8.b., above, the work schedules for the part-time Home Trainer employees assigned to the twelve (12) month Broadmoor School calendar may also consist of five (5) hours/day assignments [paid at 62.5% FT salary] or six (6) hours/day assignments [paid at 75% FT salary] Monday through Friday which may be flexed by the employee with the approval of the supervisor in order to better serve the needs of program.
10. a. Broadmoor employees will notify the Director of Broadmoor School on or before May 1 of each year as to whether they will be returning for the following school year. Prior to the end of the school year, instructors, instructor assistants, and other staff will meet with the Director to discuss student and staff assignments for the following school year. At this meeting, staff may indicate preference for assignments for the following school year. As soon as possible but no later than July 1, all staff will be notified of their tentative assignments for the following school year.
- b. For the assignment of staff to Broadmoor School inclusion programs conducted at off-site locations in collaboration with other local school programs and public or private service providers (collectively referred to as "contracting entity"), the Board will first seek volunteers on a seniority preference basis from among its qualified Instructors and/or Instructor Assistants on an annual basis. If there exists an insufficient number of qualified volunteers, the Board will assign the least senior qualified Instructor(s) and/or Instructor Assistant(s) to the inclusion class. The list of qualified least senior staff shall be rotated annually.

At the time the Board enters into negotiation with a contracting entity over the establishment of an inclusion class, a designated Association representative shall be involved to ensure compliance with contractual terms and conditions of employment for assigned staff.

- c. LEEP – For the assignment of staff to the Broadmoor School Lake Employment Experience Program ("LEEP") conducted at off-site

locations in collaboration with community employers, the Board shall seek volunteers on a seniority preference basis from among its qualified Instructors and/or Instructor Assistants on an annual basis. No employee assigned to LEEP may be required to drive clients or him/herself to off-site locations as part of his/her LEEP assignment.

11. Broadmoor employees shall be notified of layoff due to declining enrollment prior to July 1.

Section B – Adult Services Work Schedules/Program Area

1. Days

- a. Two hundred thirty-six (236) working days, computed as follows: Two hundred sixty-one (261) total workdays, minus fifteen (15) holidays, minus seven (7) days of shutdown, minus three (3) days of floating vacation.
- b. The shutdown shall be divided as follows: Three (3) days of shutdown will occur during Christmas break (Christmas Eve through New Year's Day) which will total seven (7) non-workdays-three (3) shutdown and four (4) holidays. Four days of shutdown shall occur on four (4) consecutive summer days incorporating the Fourth of July.

Adult services employees who are in paid status on the three workdays before Christmas Eve and the three workdays after New Year's Day shall receive three floating vacation days to be taken in the same manner as other vacation days.

- c. Days – The workweek shall be Monday through Friday except that Vocational Trainers/Job Coaches who are assigned to work in the community may be scheduled to work as part of their regular schedule on either a Saturday or Sunday, if necessary. Religious preferences shall be honored, if possible. If necessary, a Vocational Trainer's/Job Coach's assignment may require him/her to work on a holiday or shutdown day but only if said holiday or shutdown day falls during his/her regular schedule. When this occurs, the Vocational Trainer/Job Coach shall be paid for the holiday in accordance with Article VI, Section B., and/or he/she will be given an equal number of shutdown days to be used as floating vacation in accordance with Article VI, Section C.

If a Vocational Trainer/Job Coach wants to work on a non-required shutdown day and there is sufficient work for him/her to do, the Vocational Trainer/Job Coach may submit a written notice of intent

to work the day and to receive a floating day of vacation in lieu of the shutdown day. No employee may be requested or required to exercise this option. Earned floating vacation days shall be added to an employee's vacation accrual by the end of the first complete payroll period following the shutdown in January and July, respectively. An employee on active payroll status may apply for use of his/her floating vacation days up to six (6) months in advance provided the requested date of utilization follows the first complete employment week in January.

2. Hours

- a. Hours – 8:00 a.m. to 4:00 p.m., except as provided below:

Slight variations in an employee's work schedule of up to one (1) hour may be permitted to accommodate necessary changes in bus schedules or other program needs. However, the employee's start time may not be changed to begin before 7:30 a.m. on site nor may the Vocational Trainer's/Job Coach's start time when assigned off-site be changed to begin before or after the start time ranges for subsections b. and c., listed below. A minimum of five (5) workdays' notice shall be provided to the affected employee(s).

The start time ranges for Sections b. and c. shall be:

(1) Day Shift (first shift): 6:00 a.m.-11:00 a.m.

(2) Evening Shift (second shift): 12:00 noon-4:00 p.m.

[Employee shift changes shall be subject to seniority shift bid.]

- b. Full-time Vocational Trainers/Job Coaches who are assigned to work with clients in the community will work on a shift schedule as follows:

Day Shift

A: Five (5) consecutive eight (8) hour days per week;

B: Four (4) consecutive ten (10) hour days per week;

Evening Shift

A: Five (5) consecutive eight (8) hour evenings per week;

B: Four (4) consecutive ten (10) hour evenings per week.

(If shift B involves a seven [7] day program, two [2] full-time employees shall be used.) If one-half (1/2) or more of the day is after 4:00 p.m., it is second shift.

- c. Part-time Vocational Trainers/Job Coaches who are assigned to work with clients in the community will work on a regular shift schedule as follows:

Day Shift

- A1: Five (5) consecutive four (4) hour days per week;
- A2: Five (5) consecutive five (5) hour days per week;
- A3: Five (5) consecutive six (6) hour days per week;
- B: Four (4) consecutive seven (7) hour days per week.

Evening Shift

- A1: Five (5) consecutive four (4) hour evenings per week;
- A2: Five (5) consecutive five (5) hour evenings per week;
- A3: Five (5) consecutive six (6) hour evenings per week;
- B: Four (4) consecutive seven (7) hour evenings per week.

If one-half (1/2) or more of the day is after 4:00 p.m., it is second shift.

- d. Part-time Job Coaches shall be guaranteed a weekly twenty-five (25) hour schedule, and no more than thirty (30) hours per week, consisting of five (5) consecutive days with two (2) consecutive days off. Daily and weekly hours may vary according to the needs of the assigned client(s) and after consultation with the employee(s) (paid at 62.5% FT salary, plus 1/2080 x FT salary for scheduled hours in excess of twenty-five [25] hours per week).
- e. Other Part-Time Employees, Including Adult Service Nurses – The work schedules of all other Client Service Staff part-time employees assigned to the Adult Services program area, including part-time Nurses assigned to the VGC or Willoughby Workshop, shall consist of a regular schedule of five (5) consecutive four (4) hour, five (5) hour or (6) hour days--Monday through Friday. No nurse shall be assigned to both workshops.
- f. Sixty (60) minutes duty-free lunch period for full-time employees. Part-time employees who are scheduled to work six (6) or seven (7) hours per day shall receive a paid thirty (30) minute duty free lunch break.
- g. Break-time – One (1) fifteen (15) minute duty-free break.
- h. VGC instructors will be insured adequate preparation time.

- i. The last thirty (30) minutes of work time in the workshops shall be non-client contact time to be used for staff meetings, reports, preparation, and other job related duties. In instances where clients are in the building the last thirty (30) minutes of the workday, staff will be required to assist with clients. CES staff assigned to off-site work locations shall be provided with the equivalent of one regular workday of in-office time in preparation for a consumer's annual IP meeting. In addition, sufficient in-office time as needed, will be provided for program activities such as assessments, new methods development, writing new behavior programs and special team meetings. The CES staff shall have his/her off-site work location staffed by a substitute or other unassigned CES staff for all or that portion of the regular workday required by the CES staff for IP meeting preparation or other program activities as specified above.
3. In-Service – At least two (2) or its equivalent of the 236 working days shall be in-service days.

Section C – Residential Nursing Department Work Schedule

1. Three (3) shifts of ten (10) hours each.
2. Seven (7) consecutive days on, and seven (7) consecutive days off.
3. Residential Nursing staff will be paid for all hours actually worked, per the schedules mutually agreed to by the Board and Association in the Memorandum of Understanding dated February 18, 2011.
3. There shall be one (1) full-time Nurse position to work the clinic five (5) hours every week (currently Thursday evening).
4. If extra residential nursing coverage is needed on a holiday or calamity day, the Agency will make every reasonable attempt to obtain temporary help through the employment of a casual/substitute. This is not intended to preclude the offer of "extra work/overtime" in accordance with Part IV hereof. If less staff is needed, the provisions of Article VI, Section B., Holidays, shall be followed. Substitutes may be hired for the Residential Nursing Department prior to bargaining unit members when additional staff are needed for client coverage as a result of Broadmoor School and Workshop day program closings--including Broadmoor or Workshop in-service days, calamity days, or holidays.
5. No CSS Residential Nurse employee may be required to stay over or come into work on an off-day except when the safety of a client(s) is at

risk and then only after all other avenues of help have been reasonably exhausted. If an employee is required to stay over for more than two (2) hours, he/she shall receive compensatory straight time in addition to premium pay for the time worked beyond his/her regular shift. If not taken within the next scheduled shift, then compensatory time must be utilized, with twenty-four (24) hour advance notice, within two (2) payroll periods of the time it is earned. If an employee is called into work, he/she shall be given the option of compensatory time at time plus one-half (1+1/2) or premium pay for all time worked at a minimum of four (4) hours.

6. One (1) hour duty-free lunch for full-time employees. Part-time employees working the regular seven (7) hour shift shall receive a thirty (30) minute duty-free lunch.
7. Break-time – Two (2) fifteen (15) minute duty-free breaks for full-time employees. Part-time employees shall receive one (1) fifteen (15) minute duty-free break.
8. Part-Time Residential Nurses – The work schedules of part-time Nurses assigned to the Residential Nursing Department shall consist of fifty-six (56) hours in a biweekly pay period (paid at 72% FT salary in lieu of shutdown). Schedules shall be fixed and in a regular rotation ensuring every other weekend off-duty. Second shift schedules will be between 2:00 p.m. and 11:00 p.m. Third shift schedules will be between 10:00 p.m. and 7:00 a.m.
9. All CLPN and RN nursing staff employed in the bargaining unit within such classification on or before the effective date of the parties' 2000-2003 collective bargaining agreement will be grandfathered as "eligible" to apply for any future vacancy posted as B.S.N. with salary determined by the individual's specific seniority and educational placement on the index.

Section D – Professional Services Work Schedules/Program Area

1. Two hundred thirty-six (236) working days, computed the same as VGC. The workweek shall be Monday through Friday.
2. Hours – The work schedule for first shift shall be 8:30 a.m. to 4:30 p.m. The work schedule for second shift shall be between the hours of 12:00 p.m. and 10:00 p.m. The second shift work schedule will consist of eight (8) consecutive hours and will be posted and filled as a fixed schedule. These hours shall be flexible hours based upon the mutual agreement of the employee and the Superintendent or designee, based upon specific program needs. At no time shall the schedule for

any employee exceed forty (40) hours per week, including paid lunches and breaks.

3. One (1) hour duty-free lunch.
4. Break-time – Two (2) fifteen (15) minute breaks.
5. Both the scheduled days and hours in subsections 1. and 2. may be flexed by the employee, with the approval of the supervisor, in order to better serve the needs of the program. Such flex shall not exceed forty (40) hours, including lunch and breaks, during the pay period week without specific approval of the immediate supervisor. Approved overtime shall be paid at overtime rate.
6. Professional Services classifications (e.g., social worker, speech therapist) may also be assigned to specific "program area" work schedules, i.e., Broadmoor Work Schedules/Program Area, Adult Services Work Schedules/Program Area, Residential Work Schedules/Program Area, and will be subject to those fixed schedules, except:

A Professional Services position may be assigned to the Residential Center Program Area and be scheduled according to the Professional Services "M-F Flex (Option 1)" work schedule provided in subsections E.1.-5., above. If assigned to the Professional Services "M-F Flex (Option 1)" work schedule, the working conditions that are unique to the basic 24 hour/365 day residential schedule are not applicable to this assignment.

This optional "M-F Flex" work schedule for Professional Services classification positions hired for or transferred to ARC or CDC may not be used for any other Residential Center position, including Residential Nurses.

7. Professional Service positions must be posted and filled with Option 1 (M-F flex) or Option 2 (program area/work schedule specific) identified, together with classification, qualifications, department, building/work location (if applicable) and shift, and any change must follow transfer procedures.
8. Part-Time Employees – The work schedule provisions for full-time Client Service Staff employees assigned to the Professional Services program area, as described in subsections 1. through 7., are applicable to such part-time employees except as follows:
 - a. The part-time Staff Development Specialist Assistant shall work a set rotation of sixty (60) hours in a bi-weekly pay period consisting of a five (5) consecutive eight (8) hour day/week (8:00 a.m. to 4:00

p.m.) and a five (5) consecutive four (4) hour day/week (9:00 a.m. to 1:00 p.m.) (paid at 75% FT salary).

- b. All other Client Service Staff part-time employees assigned to the Professional Services program area shall work a regular schedule consisting of four (4) hour/day, five (5) hour/day or six (6) hour/day assignments Monday through Friday, or eight (8) hours/day assignments Monday, Wednesday and Friday which may be flexed pursuant to Sections E.2. and E.5., above. In addition, the FRS Assistant may be assigned to two (2) six (6) hour Saturday workdays per month for the Fun and Fitness Program in lieu of two (2) six (6) hour weekday assignments.
- c. Part-time employees scheduled to work six (6) continuous hours shall receive a paid thirty (30) minute duty-free lunch break. Part-time employees scheduled to work eight (8) continuous hours shall receive a paid one (1) hour duty-free lunch.
- d. Part-time employees scheduled to work less than eight (8) continuous hours shall receive one (1) fifteen (15) minute duty-free break.

Section E – Breaks/Lunch Overtime

An employee who is required by his supervisor to work during lunch or break periods which cannot be rescheduled during the workday shall receive overtime pay for the time worked during lunch or breaks.

Section F – Orientation and In-Service

During each new employee's probationary period, he/she will complete a formal classroom orientation/training program. Said program will not exceed forty (40) hours in duration and shall be scheduled on weekdays. Such orientation may require deviation from the normal work schedule, which will be adjusted by the department head. Hours worked in excess of the employee's total number of regularly scheduled hours during the pay periods during which orientation takes place can be compensated at the rate of time and one-half the employee's regular rate.

Section G – Community Employment Service (CES)

1. The job coach classification will perform all vocational, habilitation, and direct service duties for consumers on their caseload. All can have placement training program, single, or dual enclave sites, or competitive employment.

2. The Job Coach classification may be assigned to perform duties appropriate for their classifications, within the workshops. This will occur when consumers on their caseload assignments are performing work within a particular workshop. The Job Coach will then be assigned to work with those specific consumers.
3. The Program Development Specialist position may maintain a split case load between CES and the workshop. For consumers in CES, the position will perform all of the above Job Coach duties, and for consumers in the workshop, the position will perform Habilitation Specialist duties. The re-classification of the current Work Adjustment Specialist classification to a Program Development Specialist classification.
4. The Placement Specialist position within CES will be assigned job procurement duties.
5. The Job Coach classification will maintain as a minimum requirement of one (1) year prior experience in supported employment. In the event that no current bargaining unit employee meets this minimum requirement, any interested current bargaining unit employee who meets all other minimum requirements including one (1) year experience in a bachelor degreed position shall be considered qualified and subject to a ninety (90) day probationary period.

PART III – Work Schedules – Education Support Professional

Work schedules are defined as an Education Support Professional employee's regularly assigned hours of the day, days of the week, and shift assignments.

The regular workweek for all full-time and part-time employees shall be Monday through Friday, except as provided below.

The regularly assigned hours shall be continuous and start on the same shift except as provided below for bus drivers, bus attendants, and CES vehicle operators.

Employees in Education Support Professional classifications (e.g., weekend maintenance or custodial employees and residency food service), who by the nature of their responsibilities provide services seven (7) days a week may work Saturdays and/or Sundays as part of their regular workweek. Such [Saturday and/or Sunday] assignments shall be established and filled in accordance with Article XII.

Section A – Transportation Department (Bus Drivers and Bus Attendants)

1. The work schedules of all Transportation Department classifications except bus drivers and bus attendants are contained in Section C., below.
2. a. All bus drivers and bus attendants shall be scheduled to work on each day the students and/or clients whom they transport are scheduled to be in attendance according to the school and workshop calendars including CES [M-F] and summer activity calendars if the Board determines to provide bus transportation.
 - b. Pre and Post Trip Time
 - (1) All bus drivers shall be allowed twenty-five (25) minutes of pre-trip maintenance time in the morning and twenty (20) minutes pre-trip maintenance time in the afternoon to maintain their buses in accordance with applicable policies and regulations. Each driver is responsible for performing all maintenance and safety checks required by state laws and regulations. Upon approval of the Director of Transportation, additional maintenance time may be granted and freely granted when required for weather related conditions. Guaranteed maintenance time pay may not be cut by mandatory early departure. This does not preclude mandatory early departure.
 - (2) There may be two (2) mandatory departmental meetings held on scheduled workdays within one-half (1/2) hour of regular clock-out time during which time the employees shall remain on the clock but may be required to perform other related duties. Such employees shall receive a minimum of one (1) hour meeting time pay plus the on-clock time.

Section B – Food Service Department (Food Service Workers, Cooks and Food Service Supervisors)

1. The regular workweek for all full-time and part-time employees shall be Monday through Friday, except as provided in subsection 3., below.
2. The regularly assigned hours shall be continuous and start on the same shift except as authorized in Section E.4., below. Basic part-time food service work schedules shall be five (5) days per week, Monday through Friday, and at least four (4) hours per day.

3. Weekend work needs shall be filled by regular weekend workers on a Saturday and Sunday, eight (8), ten (10), or twelve (12) hours per day, schedule.
4. Holidays that actually fall on the weekend shall be observed on their actual day, e.g., Easter Sunday instead of Easter Monday.
5. Forty (40) hour food service employees shall be entitled to a continuous sixty (60) minute duty free paid lunch break with lunch at their own expense as part of their eight (8) hour day.

Section C – Other Education Support Professional Employees (Regardless of Department)

All other Education Support Professional shall be scheduled for work as follows:

1. The regular workweek for all full-time and part-time employees shall be Monday through Friday, except as provided in subsection 3., below.
2. The regularly assigned hours shall be continuous and start on the same shift.
3. Employees in classifications (e.g., weekend maintenance or custodial employees and residency food service) who by the nature of their responsibilities provide services seven (7) days a week may work Saturdays and/or Sundays as part of their regular workweek. Such (Saturday and/or Sunday) assignments shall be established and filled in accordance with Article XII.

Section D – CES Department Vehicle Operators

1. The regular workweek for all full-time and part-time employees in the CES Department Vehicle Operator classification shall be Monday through Friday, except as provided in subsection 3., below.
2. The regularly assigned hours shall be continuous and start on the same shift except as provided in subsection 3., below.
3. Part-time employees in the CES Department Vehicle Operator classification may be employed in addition to full-time employees in the classification to meet additional morning and afternoon client pick-up and drop-off routes as follows:
 - a. A part-time CES Vehicle Operator shall have a regular five (5) or six (6) hour assignment, Monday through Friday, which may be

split into two non-continuous regular blocks of time of at least two (2) hours fixed duration in the a.m. and at least two (2) hours fixed duration in the p.m. with one fifteen (15) minute break during each block of time. The a.m. block shall include ten (10) minutes for a pre-trip safety check and vehicle warm-up as appropriate. There must be more than one (1) hour between the two (2) blocks of time in order to create a split assignment.

- b. No part-time CES Vehicle Operator schedule may extend beyond twelve (12) hours; e.g., 5:00 a.m.-8:00 a.m. and 3:00 p.m.-5:00 p.m.
- c. No current full-time CES Vehicle Operator position may be altered or reduced as a result of the creation of one (1) or more part-time positions.

Section E – Schedule Changes For Education Support Professionals

- 1. 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 Article VIII, Layoff and Recall. Days may be added and/or hours per day may be increased to the contractual limits by use of Article XII, Vacancies, Promotions, Transfers and Reassignments.
- 2. Changes in work schedules of up to one (1) hour in the starting and ending times or from one weekday to another shall be made only to meet the operational needs of the employer and shall not be made arbitrarily. A minimum of five (5) workdays' written notice will be provided to employees affected by a work schedule change, except when changes are necessitated by unforeseen situations. An employee will not be required to change his/her schedule solely to avoid the payment of premium pay to such employee nor shall such change reduce an employee's wage rate or regularly scheduled hours.
- 3. Employees who are late for work after having made every earnest effort to report to work on time, but were unable to do so due to inclement weather or severe snowstorm, shall be allowed to remain at work up to one (1) hour beyond their scheduled hours on that day in order to complete their scheduled hours of work for that day.
- 4. Shifts – First shift shall begin between the hours of 6:00 a.m. and 10:00 a.m.--for employees of the Food Service Department first shift may begin between the hours of 6:00 a.m. and 10:30 a.m.--second shift shall begin between the hours of 1:00 p.m. and 5:00 p.m., and third shift shall begin between the hours of 9:00 p.m. and 1:00 a.m.

In the event that it is necessary due to operational needs for transportation and food service and CES Vehicle Operator assignments to commence between 5:00 a.m. and 6:00 a.m., employees so assigned to this special shift shall be paid the shift differential provided for under Article XIII, Section D., for the hour or prorated to the portion thereof assigned and actually worked. Employees no longer required to work this special shift will be returned to the first shift but will not be entitled to continue receiving premium pay.

PART IV – Overtime, Extra Work, Call-In

The Board shall offer all overtime/extra work, other than replacement work to eligible bargaining unit employees who normally perform that type of work on a rotating seniority preference basis--unless the extra work cannot be reasonably or feasibly performed by eligible bargaining unit employees.

In those instances where the overtime/extra work cannot reasonably or feasibly be performed by eligible bargaining unit staff, the work may be performed outside the bargaining unit. In those instances where the Board may determine that the overtime/extra work cannot be reasonably or feasibly performed by eligible bargaining unit staff, the Board may be required, at the request of the Association, to substantiate its determination. (The parties agree that the factors mutually agreed to in Grievance Resolution A96-5 for Maintenance Department overtime/extra work may also be used in other departments to the extent they are applicable to the determination [see Attachment 9 for list]. The list may be modified by mutual agreement of the designated representatives of the parties as they deem appropriate.)

1. Except as otherwise provided, employees who are offered and work in excess of their normal schedules shall be compensated for their extra work. Time worked* in excess of forty (40) hours per week in paid status shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate (including applicable shift responsibility differentials). Except as otherwise provided in this agreement, all extra work up to and including forty (40) hours per week shall be paid at the employee's straight time hourly rate (including applicable shift differentials). "Flex schedules" may only be granted in accordance with Article III, Part I, Section C., and may not be offered or used in lieu of overtime compensation, or compensatory time for Residential nursing and other Residential direct care staff, except as set forth below.

*"Time worked" includes paid leave and other paid days such as holidays. ("Time worked" does not include sick leave, or sick leave

rolled into vacation, for employees who have a sick leave balance of 9.2 hours or less.)

2. For purposes of any employee assigned to the Residential and the Food Service Programs only, "time worked" does not include paid leave and other paid days such as holidays, nor does it include sick leave, or sick leave rolled into vacation, for employees who have a sick leave balance of 9.2 hours or less. Residential extra work will be offered in an equitable fashion. When utilizing bargaining unit employees for replacement work, a preference shall be given to part-time employees over full-time employees on a rotating, seniority preference basis in the offering and scheduling of overtime within the same classification until the part-time employee(s) reaches a combined total of eighty (80) hours in a bi-weekly payroll period. For Residence Worker replacement/overtime work, prior to instituting mandatory overtime, Residence Specialist and Residence Specialist/Residence Worker classifications shall be offered the replacement/overtime work only upon exhaustion of the eligible Residence Worker employees. The provisions contained in this section permitting preference of part-time employees over full-time employees in the offering of residential overtime/extra work shall not be applicable to Education Support Professionals assigned to the Residential Program.

Non-replacement residential extra work will be offered to casual employees prior to offering it to the bargaining unit. If no casual employees are available it will then be offered on a rotating, seniority preference basis set forth in the preceding paragraph – except that preference shall be given to part-time employees over full-time employees in the offering and scheduling of overtime within the same classification until the part-time employee(s) reaches a combined total of forty (40) hours in any week of a bi-weekly payroll period.

Substitutes may be used in the Residential Center Work Schedules/Program Area prior to the use of bargaining unit members when additional staff are needed for client coverage as a result of Broadmoor School and Workshop day program closings—including Broadmoor or Workshop in-service days, calamity days or holidays. When the day program closings are for Christmas, spring recess or summer shutdowns, the work for Residential Workers shall be posted and offered on a rotating seniority preference basis or assigned as a full-time temporary assignment pursuant to Article XII.

After casual employees have been exhausted for replacement work, preference will be given to part time employees over full time

employees. Employees are required by the 25th of every month to submit in writing their desire to work extra hours for the following month. At that time, the employee will identify their shift availability. Management will compile the list of available staff for each building. Management will call available staff on a rotating seniority basis; preference will be given to part time employees. If an employee is on the list and then cancels within 24 hours of the scheduled work, after initially accepting the extra work, or is a no call/no show, the employee shall be removed from the list for the remainder of that month.”

3. There shall be no pyramiding of overtime for the same hours worked.
4. Except as provided in Section 2., the employer will make every reasonable attempt to rotate overtime/extra work among qualified, regular employees who normally perform the work that is being assigned for overtime/extra work on a seniority preference basis. There shall be no mandatory overtime/extra work, except in emergency situations (as provided in Section 6. and Section 7.).
 - a. Overtime/extra work use schedules will be posted on the department bulletin boards and building bulletin boards where appropriate.
 - b. If an employee is asked to work an entire shift, he/she shall work the entire shift unless released earlier by mutual agreement.
 - c. Field trip schedules will be posted for the Transportation Department on its bulletin board. Other transportation "extra work" including training assignments will be posted for the Transportation Department on its bulletin board. To be eligible to bid for "training assignments", the driver must have passed the state examination on his/her first try and must have been employed by Deepwood as a bus driver for two (2) consecutive years.
 - d. Food Service
 - (1) Holidays – The Food Service Department shall establish a Food Service Department Holiday Bid Sheet that contains the names of all employees in order of seniority and classification. Whenever it is necessary to require work on a holiday, the Food Service Department Director, or his/her designee, shall identify the classification, hours, and numbers needed and shall seek volunteers beginning at the top of the Bid Sheet offering the most hours first and so forth in accordance with the procedures below. For the next holiday, the first name not

asked, if any, shall be considered the most senior for that holiday, and so forth. (In other words, no employee in a needed classification will be asked a second time until all others in that classification have been asked a first time.)

If there are insufficient volunteers, then the Food Service Director may involuntarily assign the needed employees beginning with the least senior employee of those normally scheduled to work on that day on the Bid Sheet and will proceed upward until the needed employees are assigned. On the next holiday that involuntary holiday assignments are needed, the next employee up the list that was not assigned the last time shall be assigned, and so forth. (In other words, no employee will be involuntarily assigned twice until all have been assigned once.)

- (a) The appropriate manager shall determine the number of food serving hours per location that are needed, if any, for each holiday. (Said determination will provide for either eight hour [two meals] or twelve hour [three meals] food serving needs. If two meals/eight hours, the shift will either be a 6:30 a.m. to 2:30 p.m. shift or 10:30 a.m. to 6:30 p.m. shift--at the manager's discretion.)
- (b) If three meals (twelve hours) are being served, at a particular location (ARC 1/2 or CDC), the most senior bidding employee, according to the rotated holiday bid sheet, may bid for:
 - (i) All twelve serving hours, or
 - (ii) The breakfast/lunch shift or lunch/dinner shift (eight hours), or
 - (iii) The breakfast or dinner shift (four hours).

The remaining hours will be offered in seniority order. In no instance may a less senior employee on the bid sheet displace a more senior employee who has bid for holiday hours.

- (c) If only two meals (eight hours) are being served at a particular location (ARC 1/2 or CDC), the most senior bidding employee, according to the rotated holiday bid sheet, must bid for all the eight hours at a particular location or waive his/her bid. [This is not intended to

preclude two employees from splitting the hours with the manager's permission--provided a more senior employee is not denied hours because of the split.]

(d) No Food Service Department bargaining unit employee will be required to work on a holiday except as provided herein. (However, no employee may be required to work on any shift other than his/her current assignment.) Therefore, non-bargaining unit employees may be employed to prepare and/or serve meals if there are no Food Service Department bargaining unit volunteers.

(2) Absences – Whenever the Agency decides to replace an absent regular Food Service Department bargaining unit employee and the employee is not anticipated to be absent for more than one (1) day, part-time Food Service Department bargaining unit employees shall be offered the extra hours--not to exceed a combined total of eight (8) hours per day (except Saturday or Sunday food service assignments which may be for the necessary length of the assignment) or forty (40) hours per week--prior to the use of a substitute.

If a part-time employee accepts such an extra hour assignment for work normally performed by an absent employee, he/she will not be entitled to compensation for any non-contiguous or intervening hours nor be entitled to a paid lunch unless the extra hours are for six (6) continuous hours or more.

If the absence of a regular employee is expected to last more than one (1) consecutive day, the Agency may use substitutes instead of offering the work to a regular employee when the sub(s) are scheduled for more than one (1) day of absence.

At the beginning of each employment week, part-time employees shall give notice on an "Absence Replacement Sheet" to the Food Service Director regarding their desire to work on their off hours and/or off days. If they indicate such a desire, they shall be expected to work if called. If they do not sign up in advance, they may still be called but have no claim of bypass if they are not called.

e. Maintenance – The Board may use substitute employees only after offering the overtime/extra work to Maintenance Department bargaining unit employees. The use of substitute employees is intended to supplement Maintenance Department bargaining unit employees, if any, voluntarily accepting the overtime/extra work.

The Board shall attempt to utilize substitute employees prior to any mandatory call-in/stay-over of Maintenance Department bargaining unit employees in the case of a bona fide emergency.

5. Overtime earned benefits, e.g., sick leave, shall be in accordance with past practice.
6. If a Broadmoor or Adult Services employee is required to stay to render immediate professional assistance in an emergency, no overtime will be paid.
7. Emergency Call-In – In the case of a "bona fide" emergency, the appropriate supervisor may require that an employee stay longer to insure client safety. When subject to emergency stay-in/call-in, an ESP employee may not be assigned work that is not directly related to the bona fide emergency situation and a CSS employee may not be assigned work that is not directly related to insuring client safety. An employee shall be free to leave as soon as the emergency is over. If the emergency occurs after the employee has completed his/her regular assignment, the appropriate supervisor may request that the appropriate employee return to work to assist in the emergency. If all other reasonable and practical options have been pursued, the appropriate employee may be ordered to return in order to perform the emergency work. Whenever an employee performs emergency work, voluntary or mandatory, he/she shall receive premium pay. In such situations, volunteers shall be sought first on a seniority preference basis whenever possible, prior to any required call-in. Mandatory call-in/stay-in shall be accomplished on a rotating, least senior basis whenever possible.

An employee who is called in is guaranteed at least four (4) hours pay at the premium rate.

Any employee who works upon request of the employer in emergency situations during hours outside his/her regularly scheduled straight time hours on the day in question, which hours will not abut his/her regularly scheduled shift hours on that day, will receive a minimum of four (4) hours pay at the applicable hourly rate. Where such additional hours abut the employee's regularly scheduled straight time shift hours on that day, the employee shall be paid only for the actual hours worked at the applicable rate of pay.

If a Residential Program staff is required to stay-over/call-in to work a double shift consisting of a total of sixteen (16) or more consecutive hours, he/she shall receive compensatory straight time in addition to premium pay for the time worked beyond his/her regular shift. The

compensatory time shall be utilized by the employee as time-off from his/her next scheduled shift. If the employee works for four (4) hours of the second shift (twelve or more consecutive hours), he/she shall be expected to work the second shift and shall receive the compensatory time--unless the employee is permitted to be released from duty in which event he/she shall receive compensatory time equal to the actual hours worked on the second shift.

ARTICLE IV

RESIDENTIAL PROGRAM

Staff assigned to the Residential Program shall be entitled all the rights negotiated in the Agreement, except for modifications stated in this Article.

Section A – Residential Center Work Schedules/Program Area

1. The Residence Worker Schedules shall be as agreed upon by the Board and the Association in the Memorandum of Understanding dated February 18, 2011.
2. Employees assigned to the residential program area may be reassigned temporarily or permanently within classification (or transferred between buildings) for operational need or other good cause upon Management discretion.
3. Lunch and Breaks
 - a. All full-time/forty (40) hour per week employees shall be entitled to a sixty (60) continuous minute duty free paid lunch break as part of their eight (8) hour day. The lunch break shall be taken during the approximate middle of their working schedule. The scheduling may vary.
 - b. All employees shall be granted a fifteen (15) minute paid work break during each continuous four (4) hour work period. Such break periods will be taken at times which meet operational needs and such scheduling may vary. If an employee takes a partial day leave of absence for one-half of a workday, he/she is only entitled to one (1) break period.
 - c. Part-time employees who are scheduled to work six (6) or seven (7) continuous hours shall receive a paid thirty (30) minute duty free lunch break. Part-time employees who are scheduled to work eight (8) or more continuous hours shall receive the full-time paid duty-free lunch break if more than thirty (30) minutes.
 - d. Whenever a full-time employee takes a leave of absence or vacation for only part of a workday, he/she must work either the first three (3) hours or last three (3) hours of his/her shift in order to receive his/her full duty-free lunch when the absence is contiguous to the lunch break.

Employees are free to leave early/arrive late during their duty-free lunch break and any earned break for contiguous partial day leaves of absences.

Section B – Residential Staff to Client Ratio

Residential Staffing will be accomplished based upon individual needs of the residents and in compliance with state mandates.

Section C – Residential Worker Wage Structure

Pay increases shall be a merit-based system for all staff assigned to the Residence. There shall be no wage index, or staff will be frozen at their current 2010-2011 salary with pay increases done in accordance with a merit pay system. Any future raises will be dependent upon funds being available through the Medicaid Reimbursement direct and indirect cost components.

The pay range for the Residence Worker position will start at \$11.00 per hour effective September 1, 2011, with a maximum pay being \$19.24 per hour. Any future staff that transfers into the Residence Worker position, will receive a 40% reduction in pay, but no less than \$11 per hour, and any current employees with a resulting salary higher than \$19.24 per hour will be reduced to the \$19.24 per hour maximum.

Wages for all positions in the Residence Program, other than the Residence Workers, shall be based upon merit 0% - 5% effective September 1, 2011. Subsequent years, wage adjustments will be determined depending upon the Medicaid reimbursement, and merit.

Employees who are employed in the Residence Worker classification, transfer to a non-Residence Worker classification outside of the Residential Program, and then seek to return to the Residence Worker classification, the following wage rate shall apply:

1. For employees who transfer to a classification that is on the wage scales contained in Appendix A, B, and C of this Agreement, upon their return to the Residence Worker classification, their new Residence Worker wage rate will be either their prior Residence Worker pay rate, or a forty percent (40%) reduction of their current wage rate, whichever is higher.
2. For those employees who transfer to a classification that is not on the wage scales contained in this Agreement, and which receives annual merit pay increases, their new Residence Worker wage

rate will be their prior Residence Worker wage rate plus any merit pay increases that they have received in the interim.

Section D – Residential Staff – Shift Differential

All staff assigned to the Residential Program shall not be eligible for shift differential pay.

Section E – Residential Staff – OPERS Pick-Up

All staff assigned to the Residential Program shall not be eligible for the additional 2% pick-up for OPERS.

Section F – Residential Staff Holiday Pay and Calamity Day Pay

All staff assigned to the Residential Program scheduled to work a holiday will be paid a total of one and one-half times hours actually worked (base pay + halftime). This means paid for scheduled time and only fifty percent (50%) above that for the day (not the 2 and ½ times currently in contract).

Staff assigned to the Residential Program will not receive holiday pay when not scheduled for that holiday.

In order to receive premium holiday pay the employee must work the day before and day after a holiday worked, unless on a pre-approved vacation day.”

Staff in the Residential Program shall be eligible to cash out any portion of unused vacation once per year at any time during the year, with no minimum hours.

Calamity Days - All employees assigned to the Residential Program, shall not be eligible for Calamity Days.

Section G – Residential Staff – Program Operates within the Medicaid Cost Reimbursement Structure and Future Re-Allocation

The Residential program will undergo an annual review to determine if the program is operating within the Medicaid Reimbursement amount the Board receives. In the event it is not, the Board and the Association agree that they will re-open the Agreement to negotiate changes to the program that will reduce the cost below the Medicaid reimbursement amount. In the event the parties reach impasse, the Board will have the ability to implement its last best offer, or seek a private provider to undertake the operation.

The Board will maintain the ability in the future, if a sufficient number of families or guardians choose the option of a small facility, built and operated by a private provider, to contract with a private provider to undertake this re-allocation activity. The Board shall negotiate any effects of this re-allocation activity with the Association.

Section H – Residential No-Strike Clause

In order to ensure the health, safety, and welfare of individuals in the Residential Program in the event of an employee strike, the No Strike Clause contained in the Agreement will be applicable to Bargaining Unit Members assigned to the Residential Program and the Food Service Program even after the expiration of the Agreement. These employees cannot engage in any strike activities during their regular work hours. This language will be added to the Agreement, and a separate agreement will be signed reflecting that this provision survives any expiration of the Agreement and the parties agree to be bound by the terms.

Section I – Residence Worker Minimum Job Requirements and Non-Direct Care, Support Staff

All Residence Workers hired prior to February 19, 2011, shall be grandfathered for the purpose of having a driver's license and physical requirements. These employees shall not be required to have a driver's license or possess the physical requirements listed below.

-Residence Worker minimum job requirements:

Education:

- High School Diploma or GED
- Possession of CPR and First Aid Certification
- Type "A" Class "D" Ohio Operator's license or equivalent

Physical Requirements:

- Must independently be able to push, pull, and lift 25 pounds.
- Must be physically able to provide all necessary care to persons who are non-weight bearing and/or have physical limitations.

- **Food Service** – Increase the use of a Continental Breakfast from the weekend only to during the week. The two (2) Part-Time Food Service Workers shall be scheduled for 50 hours bi-weekly. The Schedule will be from 7am to 12 pm Monday through Friday.

- **Custodial** –One (1) full-time custodian shall be assigned to each of the Residence, with the JCDC custodian also assigned to A Building. Additional heavy cleaning as needed will be contracted at the

Board's discretion. There shall be one (1) part-time custodian who floats to either building as needed with a Sunday and Saturday, 12 hour per day schedule.

- **Clerical** –The Board will have 1 Exempt Administrative Assistant, 1 Secretary II, 1 Secretary I, and 1 Clerk-Typist assigned to Residence and Nursing.

Non-Direct Care – “Employees assigned to residential program on NDC may be assigned any bargaining unit duty, within the Residential Program, for which they are qualified, including outside of their classification.”

Section J – Residential Program Overtime and Sick Leave

1. For purposes of any employee assigned to the Residential and the Food Service Programs only, “Time worked” does not include paid leave and other paid days such as holidays, nor does it include sick leave, or sick leave rolled into vacation, for employees who have a sick leave balance of 9.2 hours or less.

2. Non-replacement work:

Non-replacement residential extra work will be offered to casual employees prior to offering it to the bargaining unit. If no casual employees are available it will then be offered on a rotating, seniority preference basis set forth in the preceding paragraph – except that preference shall be given to part-time employees over full-time employees in the offering and scheduling of overtime within the same classification until the part-time employee(s) reaches a combined total of forty (40) hours in any week of a bi-weekly payroll period.

3. Extra Work List:

After casual employees have been exhausted for replacement work, preference will be given to part time employees over full time employees. Employees are required by the 25th of every month to submit in writing their desire to work extra hours for the following month. At that time, the employee will identify their shift availability. Management will compile the list of available staff for each building. Management will call available staff on a rotating seniority basis; preference will be given to part time employees. If an employee is on the list and then cancels within 24 hours of the scheduled work, after initially accepting the extra work, or is a no call/no show, the

employee shall be removed from the list for the remainder of that month.

Section K. Drug Testing

Residence Workers and Nurses assigned to the Residential Program shall be randomly drug tested in accordance with Board Policy B-17.

Section L. Time Clock

Time clocks shall be installed in the Residential Program. The Residential time clock will follow the same parameters as utilized in the Transportation and Maintenance time clocks.

Section M. Residential In-Service Training

Residence Workers will be offered in-service training in an amount necessary to remain in compliance with DODD licensure requirements. State mandated training topics will be offered during work hours. The Department will provide two weeks notice prior to each training. Employees also have the option of taking training offered by the Board and held at any Deepwood Facility at no expense to the employee. Employees unable to attend the training will secure the training on their own, at their own expense. Employees shall attend an additional four (4) hours of training through the agency in-services or outside programs to fulfill the eight (8) hour annual ICF/MR requirement. Employees who obtain this training on their own must provide the Board with written evidence of completion of the necessary training, and will be required to take unpaid administrative leave or paid leave until such time as this necessary evidence is provided.

Section N. ESP Classification Assigned to the Residential Program

- 1) The employees in the following ESP classifications assigned to the Residential Program, who are employed in those positions as of February 19, 2011, shall remain on the Index contained in Appendix C of the Collective Bargaining Agreement, and shall receive any future increases to that Appendix along with the remainder of the Bargaining Unit, for as long as they remain in these positions.

The affected positions are:

- 1 Maintenance Repairman I
- 2 Full-time Custodians and 1 Part-time Custodian
- 1 Secretary I
- 2 Clerk-Typists

- 2) These employees shall be subject to all of the remaining terms of the Residential Program article.
- 3) Once the current occupants of the affected classifications vacate these positions, any future occupants shall be subject to all of the terms of the Residential Program article.
- 4) Any custodial employee affected by the layoffs, who is recalled after February 19, 2011 to a full-time custodial position assigned to the Residential Program, shall maintain recall rights, in accordance with the procedure contained in the Collective Bargaining Agreement, to a custodial position within another Department.

ARTICLE V

ABSENCES AND LEAVES

Section A – Sick Leave

1. Calculation of Benefit

- a. Through the 2000-2001 employment year, the Calculation of Benefit set forth in Section A.1.a.-b. of Article V of the parties' 1996-99 Agreement shall apply.
- b. Beginning with the 2001-2002 employment year, each employee shall be entitled for each completed eighty (80) regular hours of service to sick leave of four and six-tenths (4.6) hours of pay. (The equivalent of fifteen [15] eight [8] hour workdays on the standard calendar and twelve [12] work days on the Broadmoor calendar prorated for part-time employees.) Sick time benefits shall be earned on the basis of an eighty (80) hour bi-weekly schedule for employees working a full-time Agency program area schedule.
- c. Hours of sick leave shall be prorated for part-time employees.
- d. In the event that an employee separates from employment with the Board for any reason with used but unearned sick leave, the advanced pay shall be deducted from the final compensation and/or severance pay due the employee. If an employee is unable to repay the Board the amount of used but unearned sick leave, the Board may, in its discretion, proceed with self-help remedies including, but not limited to, a civil collection action.

2. Uses – Employees may use sick leave for the following reasons:

- a. Illness, injury, or pregnancy-related condition of the employee.
- b. Maternity/paternity leave as provided in Section B of this Article.
- c. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of consumers and/or other employees.
- d. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
- e. Death of a member of the employee's greater family group. (Such usage shall be limited to reasonably necessary time, normally not to exceed three [3] days.)

- f. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- g. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

As used in Section 2., "immediate family" shall include the employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis) or is otherwise sufficiently close to be viewed in the same light.

- 3. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work, unless the use of smaller increments is previously approved by the employee's immediate supervisor, which approval shall not be unreasonably denied.

Sick time shall be paid to employees and deducted from their respective benefit accounts on the basis of the actual hours scheduled on the day of utilization, e.g., 8.5 hours paid and deducted for full-time residential workers and 10.0 hours paid and deducted for full-time residential nurses. Overtime pay shall be based on actual hours worked.

- 4. 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 (10) years of the date which the employee was last terminated from public service. An employee who transfers from one agency to another shall be credited with unused balance of his accumulated sick leave up to the maximum of the sick leave accumulated permitted in the public agency to which the employee transfers.
- 5. a. Notice – An employee who is unable to report to work due to reasons listed in Section A.2., above, and who is not on a previously approved day of vacation, sick leave, personal leave, or other leave of absence, shall be responsible for notifying the

employee's immediate supervisor or appropriate designee that he/she will be unable to report for work. The notification should be made at least one (1) hour prior to the actual absence, if feasible, unless bona fide emergency conditions prevent timely notification. In the case of such an emergency, the notification must be made as soon as practical to do so. Failure to provide notice may be grounds for discipline.

- b. Evidence of Use – The Board shall require the employee to complete and sign Form B, attached, upon return from leave which shall verify the use of paid or unpaid sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, the employee may be requested to furnish the name of the licensed physician and the date(s) consulted. The appropriate administrator shall make available a Form B for the employee to complete and sign the Form B by the close of the workday of the employee's return if at all practical. The employee's delay in the submission of a completed Form B may result in a delay of payment and may subject the employee to a challenge conference.

The leave shall be considered approved upon completion of the Form B, unless challenged as set forth hereafter.

- c. Challenge – If the employer believes it has cause to challenge the validity of the sick leave claim, it may present its charges against the employee upon the employee's return. If the employee then denies those charges, the question shall be submitted to a Level Three grievance hearing and, if not resolved, to arbitration in accordance with Article II. Falsification of any portion of Form B may be grounds for disciplinary action.

The submission of a "B" Form request for sick leave for the time period of a previously denied Form "B" submission for another type of leave (e.g., vacation, personal, union release) may constitute probable just cause" justifying the initiation of a challenge conference which must be identified at the time of the challenge.

The following procedure is required to be complied with in all instances of sick leave Form B's:

- (1) Timely action, i.e., immediately upon employee's return.
- (2) If challenged, must be based on identified probable just cause, and the challenge conference initiated immediately.

Employees must be informed of their right to union representation (waiver of representation will be noted in writing on the Form B). Decision regarding approval/denial shall be made after the challenge conference which may include alternative suggestions such as vacation.

- (3) The employee may either accept the decision of the manager or request an expedited Level Three hearing that shall occur within five (5) days of the challenge conference. Such request shall be made on the Form B. (Failure to request the expedited hearing on the Form B, if leave request is denied, shall not deprive an employee from subsequently filing a timely grievance--unless the employee signs an acceptance of decision).

d. Implementation

- (1) The initiation of a sick leave challenge conference must be based upon identified probable just cause as to the validity of the sick leave claim, i.e., facts or circumstances which, if proven, would support the denial of an employee's "B" Form sick leave claim.
- (2) When initiating a challenge conference the manager must inform the employee of his/her right to Association representation and indicate the employee's response on the Challenge Conference section of the "B" Form. An employee may waive representation only by indicating his/her preference on the Challenge Conference Section of the "B" Form and initialing in the margin next to the lines for "Assoc. Rep./Waiver." Absent an explicit signed waiver of representation, an employee should be provided with time to obtain an Association Representative--there is no requirement for the manager to delay the Challenge Conference until a particular representative is available so long as the employee has appropriate Association representation.
- (3) The purpose of the Challenge Conference is to afford the employee the opportunity to rebut the Manager's "identified probable just cause" and/or to discuss alternatives to sick leave usage. Therefore, no decision approving or denying the employee's "B" Form sick leave claim shall be made by the Manager until after conducting the challenge conference.
- (4) At the conclusion of the Challenge Conference, the Manager shall inform the employee of the approval or denial of his/her

"B" Form submission. The employee may either accept or reject the Manager's decision by checking the appropriate line of the Challenge Conference Section of the "B" Form. An acceptance of the Manager's denial shall constitute a waiver of the employee's right to an Expedited Level Three Hearing and the filing of a grievance on the Manager's decision. If the employee rejects the Manager's decision denying the sick leave request, he/she may request an Expedited Level Three Hearing by checking the appropriate line of the Challenge Conference section of the "B" Form. An employee who rejects the Manger's decision but fails to request an Expedited Level Three Hearing may have recourse, in his/her discretion, to the filing of a timely grievance. In all cases, both the Manager and employee shall execute the "Employee Signature" line of the Challenge Conference section of the "B" Form.

(5) "B" Form requests for an Expedited Level Three Hearing shall be communicated to the Superintendent or designee by the Manager upon receipt of the employee's request. The Superintendent or designee may schedule the Expedited Level Three hearing directly with the employee without violating the prohibition set forth in Article II, Section C.3.b. It shall be the employee's responsibility to insure the presence of an Association Representative at the Expedited Level Three Hearing or request a re-scheduling of the hearing for within the five (5) day time period.

6. Abuse – "Sick leave," as provided in Section A., is intended to provide an insurance against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this insurance benefit and that the employer should attempt to stop any abuse by use of the discipline procedures.

- a. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.
- b. In the event that an employee uses excessive amounts of sick leave which the employer believes cannot be justified or develops a pattern of sick leave usage that causes the employer to believe that there has been abuse of sick leave, the employee may be subject to appropriate disciplinary action subject to Article VII, Section D. and/or E.
- c. Progressive Discipline for Sick Leave Use – In the event that an employee has developed a pattern of chronic and sporadic use of

sick leave for illness resulting in the use of "rollover" vacation or personal leave or incentive leave as sick leave under Section 7.a. or the use of unpaid sick leave under Section 7.b. without medical justification known by or presented to the employee's immediate supervisor, the employer may have "cause" to initiate a "Challenge Conference" under Section 5.c. before the next request for rollover paid time or unpaid sick leave for illness is approved or denied. Failure to implement said Challenge Conference in accordance with its procedures shall result in the approval of the requested time. If the requested time is not approved after the Challenge Conference, the first step of progressive discipline may be initiated. Repeated incidents of unapproved "rollover" paid time or unpaid sick leave for illness without medical justification known by or presented to the employee's immediate supervisor may result in progressive disciplinary action. "Medical justification" as used in this section shall include but not be limited to a physician's statement verifying the illness and the dates involved.

The use of sick leave on a chronic and sporadic basis for the illness of an employee's child where the employee's presence is reasonably necessary for the health and welfare of the child in and of itself shall constitute "cause" to initiate a Challenge Conference if there was no use of sick leave for other illness as a part of the pattern and which resulted in the use of "rollover" paid time or unpaid sick leave for illness.

This procedure shall not apply in the event of a reoccurring medical problem due to personal or family illness requiring the use of sick leave on a chronic and sporadic basis provided the need for leave is verified by a statement from the employee's treating physician including his/her diagnosis, and the employee meets with his/her immediate supervisor to discuss possible accommodation to the work schedule at the employee's first awareness of the reoccurring nature of his/her medical condition.

7. Exhausted Sick Leave

- a. Circumstances do arise on account of illness or injury, which require absence from work in excess of the number of paid sick days herein provided but not so extensive as to require or warrant the extended unpaid sick/disability leaves provided for in Section H.2. of this Article V. Accordingly, in the event an employee exhausts all paid sick time provided for herein but does not require the long term leaves available in Section H.2. the employee shall

use accumulated vacation and then personal leave and then incentive leave.

- b. If all of the above are exhausted, the Agency may advance the employee unpaid sick leave on an as-needed basis. If the unpaid sick leave is expected to last more than seven (7) days or the need for the leave is part of a reoccurring medical problem, the employee may be required to submit a physician's statement that verifies the need for the unpaid leave.
8. An employee who is eligible may elect to use Workers' Compensation (1) in lieu of paid sick leave or (2) at the exhaustion of paid sick leave. While using sick leave, such employee shall be considered on paid leave status for all contractual purposes but while using Workers' Compensation shall be considered on approved but unpaid occupational illness or disability leave for both short-term and long-term absences with all the rights thereof.

Section B – Maternity/Paternity Leave

During the year immediately following childbirth or in conjunction with the adoption of a child, the employee may utilize up to six (6) contiguous weeks of accrued sick leave for maternity/paternity and child rearing purposes, unless a physician's note extends the leave further.

Section C – Personal Leave

1. A maximum of three (3) days of personal leave shall be granted upon request to each Broadmoor calendar staff member, and a maximum of four (4) days of personal leave shall be granted upon request to each standard calendar staff member for emergencies, religious holidays, or personal business which cannot be conducted outside of the regular day. Personal leave cannot be taken in increments less than one-half day. For both full-time and part-time employees, the hours paid for a personal leave day shall be based upon the individual employee's regularly scheduled workday, regardless of length, for the full or partial day taken.

Personal leave eligibility will be prorated for new employees who begin employment on or after December 1 for that employment year.

2. In addition to the personal leave provided in subsection 1., above, all employees will be entitled to four (4) hours of personal leave to be used exclusively for emergencies and which shall be taken in one (1) hour increments. Employees other than bus drivers and bus aides may use such leave in one (1) hour increments. Drivers and aides may use such leave only in one-half (1/2) day increments.

3. Such leave is not cumulative and cannot be used to extend holidays, recesses, vacations, for recreational or social purposes, or to engage in other employment. Notwithstanding the foregoing provision, it is understood that under proper circumstances personal leave may be appropriate on days immediately preceding or immediately following holidays, recesses, or vacations, but the employee shall identify the specific purpose for the leave at the time of the request.
4. Request for leave other than for emergencies must be made as soon as possible, but no later than one (1) day in advance. Emergency leave shall be requested upon return. The administration has the right to consult with the employees about postponement. The employee must sign and forward Form B to the Superintendent or his designee indicating by a check mark the reason for the leave. The leave shall be considered approved upon completion of the form unless challenged as set forth hereafter.
5. Emergency notification and a challenge to the validity of the claim shall be done in the same manner as provided for in sick leave, except that challenges to non-emergency personal leave must be initiated immediately upon receipt prior to the leave being taken (or after if the lateness of the application or unavailability of the employee or manager makes a prior challenge impossible).

Failure of a manager/supervisor to comply with the "challenge procedures" contained in Article V, Section A.5.c., which includes identification of probable just cause and the utilization of the "B" Form and its "challenge conference" section, shall constitute a waiver of any right of management to deny an employee's personal leave notice. Personal leave may not be denied without compliance with the due process procedures herein or without probable just cause.

Section D – Court Leave

1. Jury Duty Pay – Full pay shall be granted when an employee is subpoenaed for any court or jury duty, including duty in a trial court jury or grand jury, by any court of the United States, the State of Ohio, or any political subdivision.
2. Court Pay – Full pay shall also be granted when an employee is subpoenaed as a witness for any court of the United States, the State of Ohio, or a political subdivision in any case including a case in which the employee is a party, other than as a party-defendant in a criminal case.

3. Compensation – Remittance of compensation for court or jury duty shall be in accordance with the procedures established by the Board of County Commissioners or other responsible county authority unless such duty is performed outside the normal working hours. When an employee has completed his/her court duty, he or she shall report back to his or her regularly scheduled shift if practical.

Section E – Assault Leave

1. An employee who is required to be absent due to a physical disability resulting from an assault which occurs in the course and scope of employment will be maintained on full pay status for up to the next seven (7) consecutive days following the assault of his/her scheduled workdays if not hospitalized, and for all time when hospitalized after the assault provided that the employee does not apply for and receive worker's compensation benefits.

For both full-time and part-time employees, the hours paid for an assault leave day shall be based upon the individual employee's regularly scheduled workday, regardless of length, for each scheduled workday or part thereof taken following the assault.

An employee shall be ineligible to receive payment for assault leave for any time actually worked by the employee during the seven (7) day consecutive scheduled workday period.

2. The employee must furnish a written, signed statement on Form B to justify the use of assault leave, and an accident/injury report as soon as practicable.
3. Unless the Agency believes the disability is apparent, the employee must also furnish a certificate from a licensed physician verifying the disability and its duration before assault leave can be approved for payment.
4. "Assault" for the purpose of this section shall be defined as an overt act by a client that results in physical injury, or otherwise causes an inability to work, to an employee when the employee is in the course and scope of his/her employment with the Board.

Section F – Incentive Leave

1. An employee may earn up to four (4) days of additional vacation each contract year for perfect attendance (zero [-0-] hours of sick leave used, zero [-0-] times tardy with a grace period of five [5] minutes and zero [-0-] hours of personal time used). For the purpose of this

provision, an instance of tardiness (beyond the five [5] minute grace period) shall be the equivalent of one (1) sick day used. Employees will earn the incentive in the following manner.

More than forty (40) sick hours used	0 incentive days
Greater than sixteen (16) sick hours and less than or equal to forty (40) sick hours used	1 incentive day
Equal to or greater than zero (-0-) sick hours and less than or equal to sixteen (16) sick hours used	2 incentive days
Zero (-0-) sick hours used and equal to or less than two (2) personal days used	3 incentive days
Zero (-0-) sick hours used and zero (-0-) personal days used	4 incentive days

Unused incentive leave shall be converted to a cash bonus at fifty percent (50%) value at the end of each employment year or at full value and paid to the employee at the time of severance in addition to his/her severance pay.

Such leave will be determined at the end of the contract year. For those employed less than one (1) year, the incentive time shall be prorated.

For both full-time and part-time employees, the hours paid for an incentive leave day shall be the individual employee's regularly scheduled workday, regardless of length, for each scheduled incentive leave day.

2. Employees may use this leave subject to the rules of vacation leave any time after it has been earned.
3. Incentive leave must be indicated on Form B.
4. Approved short-term unpaid leaves of absences granted as a result of an employee's exhaustion of paid sick leave or an employee's request for an unpaid leave of absence in lieu of paid sick leave and personal leave, shall be considered sick leave used.

An approved long-term unpaid leave of absence, i.e., for more than one continuous month, shall not count as leave used in determining Incentive Leave. Rather, Incentive Leave shall be prorated as it is for those employed less than one year.

Section G – Military Leave

1. All employees of the county who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be 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 duty for periods not to exceed thirty-one (31) days in any one calendar year.
2. Employees who have worked for the county at least ninety (90) calendar days shall be granted a leave of absence to be inducted or otherwise enter military service. They are not to be paid for such leave unless they are members of reserve components as specified in paragraph 1.
3. Employees who are members of the Ohio National Guard shall be granted emergency leave without pay for mob, riot, flood, civil defense or other such duties when so ordered by the Governor to assist civil authorities, when such duty exceeds military leave authorized for the year. Such leave shall cover the official period of the emergency.
4. A veteran separated or discharged under honorable conditions must make application for reemployment to his former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year.

Section H – Unpaid Leaves of Absence

1. General – The maximum length of a voluntary unpaid leave of absence shall be a total of one (1) year except leaves for medically-related or child-rearing reasons which may be extended to a total of two (2) years as specifically provided below.
 - a. Initial leave requests made under this Section H. shall be limited to a period not to exceed six (6) months, other than for medically-related or child rearing reasons. One extension not to exceed six (6) months, except for medically-related or child rearing reasons, for a combined maximum total of one (1) year shall be granted provided the extension request is made in writing at least thirty (30) days in advance of the effective date of the extension. Short notice extensions may be denied, delayed, or granted at the discretion of the Board provided there is no abuse of discretion.
 - b. The employee on leave shall be guaranteed reinstatement to his/her same position he/she formally occupied--if the exact date of return is specified and the Agency is able to fill the position with

a regular employee on a voluntary temporary assignment or hire a temporary employee to fill the position for the first year.

- c. If the Agency is able to obtain a voluntary temporary assignee or temporary employee for any extension(s), both the leave and reinstatement rights shall also be granted for the extension(s).
- d. Except for an extension of an unpaid leave in accordance with Section H.1.c., an employee is not eligible for another personal leave or educational leave unless thirty (30) or more days has elapsed between leaves.

2. Types Of Unpaid Leave

- a. Personal Reasons – An unpaid leave of absence for less than thirty (30) days may be granted and for thirty (30) days or more shall be granted for any personal reason except to take an employment position outside the Agency, for a maximum duration of six (6) months provided that no employee may take more than one (1) unpaid leave for thirty (30) days or more during the three year term of this collective bargaining agreement. All of an employee's vacation accrual and paid personal leaves must be exhausted before an unpaid leave will be granted. An employee may submit a written request to the Superintendent, including an explanation of the reasons for the request, for permission to take more than one (1) unpaid leave of thirty (30) or more days during the three year term of this collective bargaining agreement. Any Form B submitted with such a written request to the Superintendent is not subject to the challenge conference procedure. The Superintendent or designee shall have sole discretion provided there is no abuse of discretion and no such request will be granted other than through the express written approval of the Superintendent or designee. Extensions of unpaid personal leave up to a combined total of one (1) year may be granted at the discretion of the Board provided there is no abuse of discretion. If the reason for the personal leave necessitates a one (1) year leave at the outset, the initial leave may be granted for a period not to exceed one (1) year. No extensions beyond a combined total of one (1) year leave will be granted.
- b. Educational Reasons – An unpaid leave of absence shall be granted for an initial maximum period of six (6) months for purposes of education, training, 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. If the course of study or experience necessitates a one (1) year leave at the outset, the initial leave

may be granted for a period not to exceed one (1) year. Such leave shall be taken in consecutive days. No extensions beyond a combined total of one (1) year leave will be granted.

- c. Leave Due to Pregnancy or Child-Rearing/Parental Leave – An employee who becomes a parent shall, upon request and following the exhaustion of sick leave benefits, be granted parental leave of absence without pay for a period of time requested by the employee not to exceed one (1) year beyond any period of accumulated paid sick leave. One extension of parental leave may be granted by the appointing authority for a period not to exceed one (1) year for a maximum combined total of two (2) years of unpaid Child-Rearing Leave at the discretion of the Board provided there is no abuse of discretion. No extensions beyond a combined total of two (2) years leave will be granted.
 - d. Leave Due to Disability or Illness – If an employee requires a leave of absence because of illness or disability and has exhausted sick leave benefits for more than seven (7) days, the request to the Board must be accompanied by a physician's statement confirming the nature of the illness or disability, and the physician's best estimate of the period of leave which will be required. If further leave beyond the initial estimate is required, the employee must provide a further physician's statement before the expiration of the initial leave period. Extension requests should be submitted at least one week prior to the current leave expiration date, which shall be granted--regardless of the number of extensions. Such leave, which shall be granted upon such request, may not extend beyond a maximum of one (1) year beyond any period of accumulated paid sick leave for an initial request. Additional requests shall be granted for a period not to exceed a maximum combined total of two (2) years unpaid leave of absence. If the illness or disability continues beyond two (2) years, a termination notice or disability separation may be given. This is not intended to deprive an employee of his/her statutory rights.
3. Status While on Unpaid Leave – An employee on unpaid leave of absence 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 or other purposes where the longevity is a factor. The Board will continue to pay its share of insurance benefits for up to one (1) year during employee parental leave or leave due to illness for employees who have completed one (1) year of active service from initial date of hire. For those employees who have completed six (6) months of active service but less than one year, the Board will

continue to pay its share of insurance benefits commensurate with active service time.

4. Bidding Rights While on Leave

a. Rights of Employee on Unpaid Leave

- (1) An employee may bid on a vacant bargaining unit position on a qualified seniority preference basis while on any type of disability leave, including worker's compensation, if the employee's disability does not preclude him from returning to work on the anticipated starting date on the posting without restrictions. If an employee exercises this right and thereafter is determined the most senior qualified applicant, the Board may require the employee to provide sufficient medical information to verify his/her ability to perform the essential duties of the new position and to return to work without restrictions.
 - (2) An employee who bids for and receives a new regular permanent position must return from leave to fill the new position and does not retain reinstatement rights to his/her previous position.
 - (3) An employee on medically related leave may also bid for a temporary position under the same terms as provided above, provided that the employee's scheduled return date to the permanent position from which he/she took leave is after the ending date of the temporary position. The temporary assignment may not overlap his/her reinstatement to his/her permanent position.
- b. An employee on a non-medically related leave may bid on a posted permanent position if the posted start date is on or after the employee's scheduled return from leave. In the event an employee on non-medical leave bids for and receives a new position, the start date for which is to be effective on or after his/her scheduled date of return from leave, he/she may not receive an extension of the leave. He/she must return and fill the new position.
- c. The Board has no obligation to provide special notices of position postings to employees on leave. It is the employee's responsibility to seek such information and to submit a timely bid.

5. Return To Duty From Leave

- a. Upon completion of a leave of absence, the employee is to be returned to the position which he/she formerly occupied or to a similar position within the same classification (if his former position no longer exists or the leave extends beyond one [1] year and the Agency was unable to hire a temporary assignee or employee to protect the vacancy). In order to insure this right, the leave must specify the exact date of return.
- b. 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/her designee, may be removed.
- c. An employee shall be granted early reinstatement from an unpaid leave of absence upon at least three (3) calendar weeks advance notice to the Board. However, early reinstatement which would result in the displacement, layoff, or termination of another bargaining unit employee shall only be granted if the reason(s) for the leave no longer exists or there is a loss of supportive income and/or insurance. The Board may seek written verification and supporting documentation. Under such circumstances, the services of a temporary employee or a regular employee's temporary assignment may be terminated upon the date of reinstatement. Early reinstatement for any other reason is permissive on the Board and may not be the cause for breach of the proffered and accepted length of the temporary assignment or temporary hire.
- d. If a Client Service Staff employee at Broadmoor School takes a leave of absence for other than medically-related reasons and schedules it to terminate on the last calendar day prior to the first workday of the Fall Semester, the employee must advise the principal by June 15 of the current year if he/she plans to return to work at the opening of the next school year or otherwise seek an extension of his/her leave of absence for up to one (1) twelve month school year. Otherwise, the standard thirty (30) day extension request rules apply.
- e. An employee who is absent due to occupational illness or disability shall be entitled to reinstatement to his/her previous position (classification/location/shift) for up to three (3) years. (While necessary posting and bidding may occur as required by Article XII, this position must be posted with an asterisk "*" after the employee has been absent two (2) years so that bidding employees know that it will probably be a temporary vacancy. If the employer has been notified that the employee is on permanent

disability, the employer will post the position with an asterisk "*" upon receipt of notice.)

6. Unpaid leaves of absence will not normally be given to employees for the purpose of engaging in other employment as their principal source of income. Leave used for full-time employment as a principal source of income, if such activity has not been approved or for other than stated purposes, will be subject to termination, and such employee will be required to return to duty to the first vacancy that becomes available for which the employee is qualified or forfeit reinstatement and employment rights. Such return may result in a reduction of pay and/or status. A pre-disciplinary hearing will be held to determine if in fact a violation of purpose occurred and if appealed will be subject to expedited arbitration.

Section I – Accounting for Leave

1. An employee who is absent or who takes any leave must sign Form B upon return, or proposes to take any leave that calls for advance approval or notice as provided for in this Article V must sign and forward the approved leave Form B in advance to the administrator or his designee. The approved leave form is entitled "Authorization for Payment of Scheduled Hours Not Worked," a copy of which is attached hereto and incorporated in this contract.
2. An employee who submits a request for incentive leave, vacation or unpaid leave for non-medically related reasons may rescind his/her request at any time provided that he/she gives notice to his/her immediate supervisor as soon as reasonably possible and at least sixteen (16) hours before the leave is to begin. Later notice may result in the inability to rescind all or part of the leave.
3. The payroll office shall provide written notice of each employee's accumulated sick leave and vacation balances at least bi-monthly.

Section J – Graduated Return-To-Work Program

The Board and Association shall establish an *ad hoc* committee to investigate the options for, and feasibility and impact of establishing a graduated return-to-work program for employees. The *ad hoc* committee shall utilize the contractual procedures in Article I, Section L., governing the conduct of Labor-Management Conferences for the establishment of meeting dates (subsection L.3.), compensation of committee participants (subsection L.3.), duration of committee meetings (subsection L.5.) and the membership composition of the committee (subsection L.6.). Any report or

recommendations issued by or resulting from the *ad hoc* committee shall be submitted to the respective Board and Association representatives.

ARTICLE VI

CALENDAR, VACATIONS, AND HOLIDAYS

Section A – Calendar

The Broadmoor School and VGC staff may make recommendations to the immediate directors regarding the annual calendar prior to adoption by the Board. Absent the adoption of the next year's calendar prior to the end of the Broadmoor school year, the first workday for the next school year for Broadmoor School staff shall be the first Tuesday after Labor Day.

Section B – Holidays

1. All employees who work on a twelve (12) month standard calendar basis shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, and New Year's Eve Day of each year.
2. Employees who work on the Broadmoor calendar or less than a twelve (12) month standard calendar basis shall be entitled to those holidays which fall within their work calendar.
3. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.
4.
 - a. Holiday Pay For Day Off Work – If an employee's work schedule is other than Monday through Friday, the employee is entitled to holiday pay for holidays observed on his/her day off regardless of the week on which they are observed.
 - b. Holiday Pay For Holiday Worked – If the employee is required to work on any of the actual paid holidays, he/she shall be paid one and one-half (1-1/2) times his/her hours worked in addition to his/her normal pay, e.g., eight (8) hours or four (4) hours pay. (Example: If an ARC employee is not scheduled to work on Easter Sunday, the employee will receive holiday pay for that day but will not receive time and one-half for Easter Monday even if worked.)
 - c. All staff assigned to the Residential Program scheduled to work a holiday will be paid a total of one and one-half times hours

actually worked (base pay + halftime). This means paid for scheduled time and fifty percent (50%) above that for the day.

Staff assigned to the Residential Program will not receive holiday pay when not scheduled for that holiday.

In order to receive premium holiday pay the employee must work the day before and day after a holiday worked, unless on a pre-approved vacation day.”

5. a. Holiday pay shall be the actual number of scheduled hours if the holiday falls on a scheduled workday or on a day that is regularly part of a rotating schedule, e.g., ten (10) hours for full-time Residential Nurses or eight and one-half (8.5) hours for full-time Residence Workers.
- b. Holiday pay for a non-scheduled workday that is not regularly worked during the full rotation of a rotating schedule, e.g., Wednesday for a part-time weekend Food Service Worker or Tuesday for a Monday-Wednesday-Friday Professional Service part-time employee shall be paid at eight (8) hours for full-time employees and four (4) hours for part-time employees.
6. An employee must be on paid status on the normal workday immediately preceding a holiday to be entitled to holiday pay. Payments will not be made for a holiday which occurs during an unpaid leave of absence.
7. Employees who are scheduled to work on a holiday may request to have that day off, with no supplemental compensation, if their services are not required. Such requests may be granted by the immediate supervisor, on a first-come-first-served basis. Ties will be broken based on who worked the previous holiday(s). The employee must be available to report to work unless on an approved vacation. If sufficient staff who remain scheduled to work do not report to work, employees will be called in on a last approved, first called basis. No personal leave will be approved for holidays except for emergencies. No employees will be required to take the holidays off. If, after the start of a holiday shift, the supervisor determines that employees are no longer needed, employees who request to receive the remainder of the shift off will receive supplemental compensation only for the time worked on the holiday.

Section C – Vacations

1. Each full-time employee, after service of one (1) year with the Agency, shall have earned and will be due upon attainment of the first year of

employment, and annually thereafter, at least eighty (80) hours of vacation leave with full pay. Part-time employees, after service of one (1) year with the Agency, shall have earned and will be due upon attainment of the first year of employment, and annually thereafter, at least forty (40) hours of vacation leave with full pay. One year of service shall be computed on a basis of twenty-six (26) bi-weekly pay periods pursuant to the schedule established in Section C.4., below. Service credits shall be earned on approved leave and military service, but accumulations of vacation time may not occur unless on paid leave.

During the first year of service with the Agency, a new employee with previously accumulated seniority may only accrue vacation at accrual rate of 3.1 hours each eighty (80) hours in paid status (exclusive of overtime and field trips). At the completion of the first year, he/she may claim vacation for the entire year of service.

For purposes of computing years of service, prior years of service in another county agency or other state subdivision shall be included provided the employee submits to the personnel office written evidence from the prior employer confirming the prior service.

2. All employees who work on a twelve (12) month basis earn annual vacation leave according to years of service as follows:
 - a. Less than one (1) year of service: No vacation. One (1) year of service is computed on the basis of twenty-six (26) bi-weekly pay periods with the employee accruing earnings in each pay period.
 - b. One (1) year of service but less than five (5) years of service: Two (2) calendar weeks. A full-time employee with one (1) or more years of service with the county or any other appropriate state subdivision shall have earned and is entitled to eighty (80) hours of vacation leave with full pay.
 - c. Five (5) years of service but less than fifteen (15) years: Three (3) calendar weeks. A full-time employee with five (5) or more years of service with the county or any other appropriate state subdivision shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.
 - d. Fifteen (15) years of service but less than twenty-five (25) years: Four (4) calendar weeks. A full-time employee with fifteen (15) years of service with the county or any other appropriate state subdivision shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.

- e. Twenty-five (25) years or more of service: Five (5) calendar weeks. A full-time employee with twenty-five (25) years of service with the county or any other appropriate state subdivision shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.
 - f. A "year of Agency service" for purposes of calculating vacation accrual rate eligibility is an employee's anniversary year measured from the earliest date of continuous employment with the Agency in a full-time and/or part-time capacity.
3. For purposes of payment for vacation, the hours to be paid will be the regularly scheduled weekly hours of the employee at the time vacation is taken. Vacation benefits shall be paid to employees and deducted from their respective benefit accounts on the basis of the actual hours scheduled on the day of utilization, e.g., 8.5 hours paid and deducted for full-time residential worker and 10.0 hours paid and deducted for full-time residential nurses. Overtime pay shall be based on actual hours worked.
 4. Employees shall begin accruing vacation earnings at the beginning of each anniversary year, i.e., upon employment the employee begins to accrue at the 3.1 hour rate; after completing 4th year, the employee begins to accrue at the 4.6 hour rate; after completing 14th year, the employee begins to accrue at the 6.2 hour rate; and after completing 24th year, the employee begins to accrue at the 7.7 hour rate. Vacation benefits shall be credited on the basis of an eighty (80) hour bi-weekly schedule for CSS employees working a full-time Agency program area schedule.

Vacation leave shall accrue to the employee at the rate of 3.1 hours each bi-weekly period, eighty (80) hours in paid status (exclusive of overtime and field trips), for those entitled to two (2) weeks/80 hours per year; 4.6 hours each bi-weekly period, eighty (80) hours in paid status (exclusive of overtime and field trips), for those entitled to three (3) weeks/120 hours per year; 6.2 hours each bi-weekly period, eighty (80) hours in paid status (exclusive of overtime and field trips), for those entitled to four (4) weeks/160 hours per year; and 7.7 hours each bi-weekly period, eighty (80) hours in paid status (exclusive of overtime and field trips), for those entitled to five (5) weeks/200 hours per year.

5. Following the completion of his/her first year of employment, an employee may use up to all of his/her vacation earned and accrued to the date of actual usage subject to the provisions of subsections 7. and 8., below. Vacation leave should be taken by the employee within one year from the date he/she became eligible for it, except that it may be carried over into the following one (1) year period upon written

request and permission of the Superintendent. No vacation leave shall be carried over for more than three (3) years.

An employee or his/her legal representative is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, including death, in accordance with Section 2113.04 of the Ohio Revised Code, in addition to his credit for the three (3) years immediately preceding the last anniversary date of employment. At the time of separation, payment will be made in a lump sum.

6. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.
7. a. Annual vacation leave may be taken at such time as the employee selects with the approval of the appropriate administrative officer.

Application for vacation leave is to be made on Form B no later than one (1) week, nor earlier than six (6) months prior to the effective date of the requested leave except in case of an emergency. All vacation leave must be requested and authorized on Form "B". Vacation requests shall be approved on a first-come-first-served basis. If it is impossible to determine who first applied for a given vacation time, seniority shall be the determinative factor.

Last minute applications received later than one week prior to the intended leave effective date may be approved by the appropriate administrative officer provided, however, that approval is not unreasonably denied. Last minute applications shall be approved provided there is no need for coverage or other arrangements for coverage reasonably can be made prior to approval of the last minute application. Approval of each application may only be given under extraordinary circumstances.

An employee who has exhausted all sick leave and personal leave may use accumulated vacation for absence due to illness without prior approval.

- b. The employee's preference shall be followed except that the immediate supervisor may consult with the employee about changing the dates sought if the supervisor has good cause to believe multiple absences, combined with insufficient replacements, will cause operational hardships.

If no agreement is reached, the vacation request may be denied and an expedited Level Three grievance hearing held within five (5) days of the request.

Approval shall not be unreasonably denied and once given cannot be rescinded. (All vacation approvals are contingent on the employee actually having the necessary vacation accrual at the time of its intended use.)

- c. All vacation requests shall be considered approved upon proper Form B submission unless the "consultation/denial" procedures in Section C.7.b., above, are initiated in a timely fashion. Said "consultation," "denial," and Expedited Level Three Hearing, if any, shall all take place within five (5) workdays from the Form B submission. Failure to meet the five (5) day time line shall constitute vacation approval. Failure of a manager/supervisor to comply with the vacation "consultation/denial" procedures contained herein and the utilization of Form B shall constitute a waiver of any right of management to deny an employee's vacation request.

The affected employee or his/her Association representative must inform the supervisor or the Superintendent or his/her designee that he/she desires the Expedited Level Three Hearing which shall be for the purpose of:

- (1) Resolving fact disputes regarding "first-come-first-served" seniority rights; time lines; availability of vacation credits, etc.
- (2) Resolving cause disputes such as the amount of staff necessary on the day(s) requested combined with the sufficiency of replacements and the degree of operational hardship.
- (3) Procedural compliance resolution.

The employee's request for the Expedited Level Three hearing shall be made on the Form B. (Failure of the employee to request the expedited hearing on the Form B, if the vacation request is denied, shall not deprive the employee from subsequently filing a timely grievance--unless the employee signs an acceptance of decision.)

Unsettled facts, cause or procedural disputes may be appealed to arbitration. Expedited arbitration may be used when both parties deem it appropriate.

The employee's approved use of paid vacation shall not be the basis of nor referenced in evaluations.

8. Employees on the Broadmoor School calendar must take their vacation during the summer program closing except for Incentive Leave days. When a Broadmoor School calendar employee transfers to a twelve (12) month program, the employee will be granted, upon request, up to two (2) weeks of vacation without pay to be scheduled during the remainder of that employment year on the same basis of vacation leave. When an employee on the Standard Calendar transfers to the Broadmoor School program, he/she may either cash out his/her vacation credit or use any remaining vacation during the period immediately prior to the transfer.
9. Only once annually employees may cash out a portion of their accumulated vacation days, not to fall below eighty (80) hours. Employees must cash out vacation days in increments of one (1) week to a maximum of three (3) weeks. The employee shall submit written notification to the Payroll Department between September 15 and October 15 of each year. Upon verification that the employee's request meets the above qualifications, the employee shall receive applicable payment by the last paycheck in November. If the employee does not meet the above requirements at the time of the request, the request will be denied. Upon submission of the request, the time will be considered cashed out.

Staff in the Residence program shall be eligible to cash out any portion of unused vacation once per year at any time during the year, with no minimum hours.

Section D – Calamity Days

1. Calamity Days For Client Service Staff
 - a. When the Superintendent closes the entire program or a part thereof--whichever is applicable to the nature and extent of the calamity--due to snow days or other calamities, the staff at the closed program or part thereof--whichever is applicable--are not required to work and shall be entitled to paid day(s) if the employee is scheduled to work, even if the employee is not required to work on that day(s) except: residential and nursing staffs are required to work as scheduled due to the nature of their program responsibilities.

In the event of a declared Level III snow or other Level III emergency for Lake County, the entire program shall be considered closed for the duration of the Level III emergency declaration.

- b. Staff who are late to work on these days because of the calamity shall receive no deduction in pay for up to the first hour of lateness cumulative to no more than eight (8) hours per year. The Superintendent may extend the lateness waiver to second and third shift staff and to staff where the program is not closed when conditions warrant it.
- c. The Superintendent shall have the responsibility in determining any and all closings. Closings will be announced on a shift-by-shift basis. Employees who regularly work second or third shift will be informed of cancellation of their program no later than two (2) hours prior to the start of their shift. Any employee who is uncertain about whether to report for work or not on a calamity day should call the Agency's Emergency Line for instructions. The Agency Emergency Line is the only official source of program closings.
- d. Client Service Staff shall not be required to work in the event the Superintendent closes the CES Department for a calamity day, except that those Client Service Staff who are with consumers at the time of the calamity day closure shall remain with consumers until appropriate arrangements can be made to ensure their safety and welfare.

2. Calamity Days For Education Support Professionals

- a. Days when the Superintendent closes the program due to snow or other calamities shall count as paid days if the employee is scheduled to work, even if the employee is not required to work on that day(s).

In the event of a declared Level III snow or other Level III emergency for Lake County, the entire program shall be considered closed for the duration of the Level III emergency declaration.

- b. However, due to the nature of their job, some employees may be required to report to work on a calamity day(s) if it is one of their scheduled days and their services are necessary to the safe and healthful operation of the Agency.
- c. Employees who are required to work on a calamity day but are unable to do so for legitimate reasons covered by this Agreement shall be charged their appropriate time at their normal rate in order to be paid. However, an employee who is required to work on a calamity day shall be paid two (2) times the appropriate hourly rate for each hour actually and physically worked instead of his/her normal pay rate for the hour(s).

- d. For drivers and attendants, the following provisions shall apply:
- (1) Notification of the closing of a local school district shall be immediately reviewed by the Transportation Director and Operations Director.
 - (2) If the Transportation Director and/or Operations Director determine that the circumstances underlying the closure of a local school district present actual conditions of unsafe road travel, the bus driver(s) and attendant(s) will not be required to travel in the unsafe areas. The Director may attempt to re-route the bus driver to roads and areas safe for travel. If no safe travel can be routed, the bus driver and attendant shall be released from morning and for afternoon duty with pay.
 - (3) If a bus driver experiences conditions of unsafe road travel on his/her route, the bus driver shall radio the Transportation Director with a description of the unsafe road conditions. The bus driver and the Transportation Director shall attempt to re-route the bus driver to the roads and areas safe for travel. If no safe travel can be routed, the bus driver shall drop-off consumers at their destination and thereafter return to the depot to be released from morning and/or afternoon duty with pay.
 - (4) The Transportation Director and Operations Director shall monitor all bus driver road reports on a continuing basis for a determination of unsafe road conditions to bus drivers and attendants.
- e. Emergency Line for Instructions – The Agency Emergency Line is the only official source of program closings.

3. Staff Assigned to the Residential Program

For all employees assigned to the Residential Program, the above provisions of Article VI, Section D do not apply.

Section E – Election Day

Employees will continue to be afforded reasonable time, not to exceed one (1) hour, to vote on the election day in November of each year in accordance with current practice.

ARTICLE VII

EVALUATION, DISCIPLINE, REMOVAL, AND PERSONNEL FILES

Section A – General Purpose

1. Performance Evaluation – The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of his supervisor as to the quality of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance.
2. Probationary Periods – Each employee shall serve a probationary period following any original appointment and following each classification change. The purpose of the probationary period is to determine the employee's suitability for the position to which he/she has been appointed.

Section B – Evaluation Procedures for Client Service Staff and Education Support Professionals

The following procedures in Sections B. and C. shall be the exclusive evaluation procedures for all Client Service Staff and Education Support Professionals in substitution of and replacement for any otherwise applicable Provisions of the Department of Administrative Services under O.R.C. Chapter 124, the Department of Education under O.R.C. Section 3319.111, or the administrative rules and regulations in support thereof.

Employee assigned to the Residential Program shall receive a performance evaluation within three (3) months. Any employee who receives an unsatisfactory evaluation, or annual evaluation, shall have three (3) months to correct any deficiencies. Failure to do so shall result in immediate termination. This provision shall remain in effect for one year from the date of implementation of this agreement which shall be February 11, 2012, and then shall return to current contract language.

1. Probationary Evaluations for Client Service Staff and Education Support Professionals
 - a. Employees shall be evaluated twice during their initial and classification change probation periods according to the evaluation procedures in Section B. The initial and classification change probationary periods shall be divided into quarters with the first evaluation occurring during the second quarter and the second evaluation occurring during the fourth quarter.
 - b. A probationary employee will be evaluated prior to any probationary removal. If a probationary removal or reduction is

recommended, the second evaluation may be conducted at the time of the removal or reduction if sufficient time was given to allow the employee to demonstrate improvement.

2. Regular Evaluation Procedures

- a. Employees who have successfully completed their probationary period will be evaluated with respect to performance efficiency annually thereafter by his/her immediate supervisor on revised Form C (Attachment 4). The annual evaluation shall measure the employee's performance for the year preceding the evaluation date or that portion of the year after the completion of the probation period.
- b. The evaluation shall be conducted within the sixty (60) day period of thirty (30) days prior to and thirty (30) days subsequent to the employee's anniversary date except for staff assigned to the nine (9) month calendar for which the evaluation shall be conducted within the ninety (90) day period of forty-five (45) days prior to and forty-five (45) days subsequent to the employee's anniversary date. For purposes of this section, "anniversary date" shall be calculated from the commencement of bargaining unit service.
- c. The formal program of staff evaluation shall be accomplished through personal classroom or work station observation, where appropriate.
- d. The evaluation form shall not contain reference to specific disciplinary action which may have been administered during the evaluation period. Reference to the behavior(s) and/or performance deficiency related to any disciplinary action may be indicated on the evaluation form as an area of concern. Incidents of misconduct and neglect of duty shall be subject to progressive disciplinary action as provided in Sections D. and E., below.
- e. Review of Evaluation
 - (1) When an evaluation is accomplished, the employee's performance shall be reviewed and discussed by the immediate supervisor with the employee he/she evaluates. The employee shall sign a copy of the evaluation as evidence that he/she has received a copy of the completed form. The employee's signature merely indicates an acknowledgement that the employee has received a copy of the evaluation; it does not indicate agreement with its contents. Refusal of the employee to sign the evaluation form shall constitute waiver of the employee's right to a review of the performance evaluation by the Agency. The employee may submit a rebuttal in writing which shall be attached to the evaluation in the personnel file.

- (2) An employee may seek review or modification of the evaluation with the reviewer and may appeal the reviewer's decision with the Superintendent or his designee. The employee must request the review within thirty (30) calendar days following the date he/she signed the evaluation or the date the appropriate administrator signed the evaluation-- whichever comes later.
 - (3) If an evaluation is appealed to an arbitrator, the arbitrator shall not alter or expunge a performance evaluation unless the employee establishes by a preponderance of the evidence:
 - (a) that the rater, evaluator, or appointing authority abused his or her discretion, producing an inaccurate, unfair, or prejudicial evaluation, or
 - (b) that the employing agency failed to substantially comply with these rules or the agency's internal procedures in completing or reviewing the performance evaluation.
- f. The employee shall be made aware on a continuing basis, through corrective action or otherwise, of any problems or deficiencies noted during the year. The administrator will develop with the employee specific approaches for appropriate professional growth with sufficient time for improvement prior to formal evaluation. The formal evaluation shall fairly reflect the current performance and improvement of the employee. If sufficient improvement is not demonstrated, OR if the employee requests, an additional evaluation(s) may be completed.

3. Unsatisfactory Performance

- a. No non-probationary employee will be discharged for unsatisfactory performance as shown on his/her performance evaluation unless the Agency can prove that the employee's performance has been seriously deficient for a period exceeding one (1) year, during which time the employee has been given a sufficient opportunity to improve.
- b. This Section B.3. shall not apply to employees who are discharged or removed for just cause including incidents of misconduct or neglect of duty. Incidents of misconduct and neglect of duty shall be subject to progressive disciplinary action as provided in Sections D. and E.

4. Unsatisfactory Performance – Probationary Removal

- a. A probationary removal of an employee in the first half of the probationary period shall be for "just cause" including discipline or a demonstrated inability to perform the job and shall be subject to Section E. Disciplinary Suspension or Removal, and the grievance and arbitration procedure.
- b. A probationary removal of an employee from the initial appointment with the Agency during the second half of the probationary period may not be subject to the grievance and arbitration provisions of this Agreement except if the removal is shown to have been based on activities of the employee in or on behalf of the Association or filing a grievance or for non-compliance with the evaluation procedures or pre-disciplinary procedures in Section E.
- c. If an employee is proposed for removal, a failure to follow evaluation procedures shall result in an additional six (6) month probationary period during which the employee will be evaluated twice in accordance with the evaluation procedures. Prior to the end of the additional probationary period, the employee may be removed under the same conditions provided herein except that a failure to conduct evaluations as provided herein shall result in reemployment as a non-probationary employee.

5. Performance Evaluation for Instructors – In addition to the evaluation procedures for Client Service Staff and Education Support Professionals, incumbents in the Instructor classifications or other "teachers" requiring an Ohio Department of Education teacher certification shall be subject to the evaluation procedures set forth in O.R.C. Section 3319.111, where applicable.

Section C – Probationary Periods

1. Procedures/Length of Probation Period

- a. Staff shall serve a probationary period following original appointment as follows:
 - (Category 1) One-Calendar Year – Staff whose classification requires a college degree or where college education and license are statutorily or contractually required.
 - (Category 2) 180 Calendar Days (6 Months) – Staff, other than those in Category #1 above, in classifications with

primary duties for direct client care and programming responsibilities.

(Category 3) All Other Staff – 120 calendar day probationary period.

- b. Staff must also serve an 120 calendar day "classification" probationary period following any permanent promotion or other change in permanent classification except, if a current employee is promoted to a classification that has a longer initial probation period than his/her current classification in Section 1.a., above, he/she must serve that entire probation period of that classification. A change of status from part-time to full-time within the same classification does not require a probation period.

2. Positional Bid Bar

- a. Individuals hired as bargaining unit employees after the effective date of this Agreement shall not be permitted to voluntarily seek a promotion or classification change until after the completion of the full term of his/her initial probationary period as set forth in Article VII, Section C.1. Procedures/Length of Probation Period, except prior to hiring outside the bargaining unit as provided in subsection b.(1), below.
- b. An otherwise eligible employee who accepts a permanent promotion or classification change pursuant to the provisions of Article XII, Section C. Transfers and Promotions, shall not be permitted to voluntarily seek another permanent classification change until the completion of 120 calendar days of his/her ESP or 180 calendar days of his/her CSS classification probationary period unless the Agency makes changes in his/her position or classification series including change of supervisor. The Positional Bid Bar for such an employee shall not apply in the event:
 - (1) There are no otherwise eligible and qualified internal bargaining unit applicants;
 - (2) There is a promotional vacancy in the employee's classification series in which case the employee shall be limited to bidding on the next higher position in his/her classification series; or
 - (3) The employee's supervisor approves the employee's request to bid on a vacancy in his/her immediate prior classification or any classification in the employee's immediate prior category (CSS or ESP) if different from the employee's current

category. For purposes of the Positional Bid Bar, "change in position" shall mean a substantial change in the job duties as reflected in the position description and "change of supervisor" shall mean a change in the employee's direct supervisor.

Section D – Progressive Discipline

1. The employer agrees that the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty, i.e., verbal direction; reprimands; suspensions; removal.
2. Progressive discipline does not preclude bypassing lesser disciplinary action in cases of serious and/or overt actions.
3. Offenses wherein the impact to the Agency and/or job assignments is de minimis, i.e. signing-in/signing-out, clocking-in/clocking-out (other than falsification), late to work by seven (7) minutes or less, etc. will receive progressive discipline separate from any other progressive disciplinary action pending or on file. Suspensions of three (3) days or less for these types of infractions shall be removed from the employee's personnel file after one year provided there are no intervening reprimands or suspensions.
4. No employee may be disciplined without just cause and, where applicable, without compliance with the discipline procedures contained in this Contract. All disciplinary actions may be appealed through the grievance procedure and arbitration as provided herein.
5. During January and July of each year, written reprimands and/or suspensions of five (5) days or less will cease to have force and effect and will be removed from the employee's personnel file provided that three (3) years have elapsed after the effective date of the reprimand or suspension and providing there are no intervening reprimands or suspensions during the three (3) year period.
6.
 - a. The absence of any written record of corroborating evidence of a "verbal direction/verbal warning/verbal reprimand" may not be used as evidence against the declared existence of said "verbal" action.
 - b. The verbal direction/warning/reprimand is the preferred first step in corrective action absent more serious and/or overt actions—even though proof of such "verbal direction" is not required prior to the issuance of a written reprimand.

Section E – Disciplinary Suspension and/or Removal

1. No employee will be disciplined or discharged without just cause and without the due process provided herein.
2.
 - a. Prior to any determination regarding disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the specific charges and the basis of those charges with a copy sent to the designated Association representative by the Pre-Disciplinary Hearing Officer.
 - b. The written notification of charges shall contain notification to the employee of his/her right to Association representation. The employee may waive his/her right to Association representation. If the employee chooses to waive Association representation, he/she shall so indicate in writing. The Pre-Disciplinary Hearing Officer shall obtain written verification of such waiver at or before the time of the hearing.
 - c. Once a representative has been appointed by the Association, the time of any hearing shall be mutually agreed between the Pre-Disciplinary Hearing Officer and Association representative. The Board shall be notified of the identity of the Association representative for the pre-disciplinary hearing within five (5) days after receipt of the written charges. The pre-disciplinary hearing shall be scheduled and held within ten (10) days after the designated Association representative's receipt from the Pre-Disciplinary Hearing Officer of the documents relating to the charge, names of witnesses and other relevant evidence necessary for the employee to prepare and present an informed rebuttal at the hearing.

The pre-disciplinary hearing shall be scheduled by the Hearing Officer with the representative appointed by the Association, unless the charged employee has executed a written waiver of Association representation. Attendance at the pre-disciplinary hearing shall be limited to the Hearing Officer, the charged employee, the Association Representative and any parties who may be needed to give information relative to the charge. While the parties shall endeavor to avoid having Legal Counsel present at the pre-disciplinary hearing, if either party elects to bring Legal Counsel it shall provide the other party with at least forty-eight (48) hours prior notice to permit that other party to engage its own Legal Counsel.

- d. The employee and his/her representative shall have a right to rebut the charges before an appropriate administrator other than the administrator proposing the discipline. Failure to present

rebuttal testimony or other evidence at a pre-disciplinary hearing shall not be used against the employee. The employee and Association representative shall be notified of the recommendation of the Pre-Disciplinary Hearing Officer and any other administration determination as soon as possible.

- e. Except as otherwise indicated, pre-disciplinary hearing shall be treated as confidential "executive session" proceedings to the extent permitted by law.

Section F – Personnel Files

An official personnel file shall be maintained for all employees of the Lake County Board of Mental Retardation. There shall be no private personnel files.

1. Only appropriate information relating to performance may be entered into the file other than routine financial or demographic data. All such performance information must be signed by non-bargaining unit supervisors.
2. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made except routine financial or demographic material. The Human Resources office shall keep an access log with the name and date of each person reviewing a personnel file.
3. The official records are maintained as "open files" and any information not classified as confidential may be examined by the employee to whom it relates upon request for such opportunity. Any employee shall be entitled to a copy of such information and may attach a reply.
4. No anonymous letter, report, or communication shall be included in the employee's personnel file.
5. If an administration communication or communication received from parents and other non-professionals regarding an employee is intended to become part of the file, it shall be reviewed with the staff member involved and the staff member shall be afforded the opportunity to file a written reply. No communication from another member of the bargaining unit, other than a supervisor (if counter-signed by a non-bargaining unit supervisor) may be entered into the file. The employee shall initial and date each document, other than routine financial or demographic data (e.g., change of name, address, etc.), entered into his/her file to verify its review.

6. When a member of the public has requested an opportunity to review an employee's personnel file, the employee or a LEADD representative in the employee's absence shall, to the extent permitted by law, be afforded a reasonable opportunity to be present at said inspection.

ARTICLE VIII

REDUCTIONS IN FORCE

PART I – Client Service Staff

In the event of a lay-off of Client Service Staff members of the bargaining unit, the following lay-off, displacement and recall procedures will be followed. Client Service Staff shall have no lay-off, displacement or recall rights to Education Support Professional classification positions, except prior to layoff any bargaining unit employee shall also be given layoff/recall rights to any such vacancy for which he/she is qualified if it does not constitute a promotion.

Section A – Lay-Off and Displacement

1. If it becomes necessary to lay-off members of the bargaining unit because of a reduction in client enrollment, a change in the program of the Agency, or return from a leave of absence, the following procedures will be followed:
 - a. Reductions shall first be accomplished by "attrition"--if possible.
 - b. The least senior bargaining unit employee in the position to be reduced shall receive a lay-off notice with at least fourteen (14) calendar days notice and shall be given seven (7) calendar days in which to exercise his/her displacement rights. Said rights shall be explained in the notice. A copy of the notice shall be sent to the LEADD office.
2. A laid-off employee shall have the right to displace the least senior employee in his/her classification. However, if the least senior classification would represent a change from a twelve (12) month position to a nine (9) month position or a nine (9) month position to a twelve (12) month position, the employee will have the option to decline the displacement and proceed to 2. a. below. This does not waive any recall rights to the original classification. If the employee is the least senior in his/her classification, the employee shall have the right to displace the least senior employee in a different classification if he/she is more senior and meets the minimum qualifications. The following order will be followed:
 - a. Within a "similar classification," which shall be defined as a lateral displacement (neither a promotion nor demotion) in the same "program area" from which the employee was laid-off/displaced OR, if the employee prefers, a demotion in the same "program

area". If the laid-off/displaced employee is not qualified for another "similar" classification, or no other employee is less senior, then;

- b. The laid-off/displaced employee may displace the least senior employee in a classification outside the employee's program area-provided it is neither a promotion or demotion. If none;
 - c. Within a classification with a lower pay rate (demotion) in the same sequence as above, i.e., classification series, same program area, outside the program area.
 - d. In accordance with O.R.C. Section 124.324, a laid-off/displaced employee may also elect to bypass (a), (b), and (c) above and displace a part-time employee in the same sequence as above.
 - e. Displace a full-time or part-time "temporary employee" who has not completed his/her probation period for the duration of the temporary assignment and any extension thereof.
3. If a reduction in force is to be implemented for two or more members of the bargaining unit at any one time, a bid day shall be conducted for all the affected employees' displacement options. The Board and LEADD shall meet to discuss and mutually agree to the employee's options and timelines to select the options.
 4. "Program area" shall refer to Broadmoor, Adult Services, Residence Services, or Professional Services.
 5. A position that requires a degree is a promotion for a person assigned to a non-degree required position and the reverse is a demotion. Shift pay differentials are neither promotions nor demotions. A transfer to Broadmoor School from a twelve (12) month calendar position is not a demotion. A transfer from Broadmoor School to a twelve (12) month position is not a promotion.
 - a. A displaced employee shall have the same rights as above.
 - b. If an employee declines displacement rights or recall in his/her original classification--regardless of shift or location--he/she has resigned.
 - c. If an employee declines displacement rights in a lateral classification in order to accept a demotion in his/her same program area, the employee waives any future displacement or

recall right to any promotion classification other than his/her original classification.

- d. Employees who have been laid-off or displaced to a different classification shall be placed on a recall list for their original classification and for each other classification in a category higher in the lay-off/displacement order than their displacement classification--provided the employee did not waive his/her claim to the classification category.

Section B – Recall

1. A laid-off or displaced employee shall be recalled in inverse order of layoff-displacement for the first bargaining unit position, in a classification higher in the lay-off/displacement order than the displacement classification if currently employed, that becomes available for which the employee is qualified at time of recall that is not a promotion from the employee's original classification and provided that the employee did not decline previous recall or displacement rights in the same or higher bumping category. Employees shall retain recall rights for two (2) years from the date of original displacement or layoff.
 - a. If the employee declines a displacement right to recall right to a classification different than the original classification, he/she forfeits all displacement/recall rights to that classification and each other classification equal to or lower in the bumping order as outlined above but retains rights to his/her original classification. (The exceptions to this rule are: [a] Acceptance or rejection of a non-bargaining unit position does not impact on recall rights; [b] An employee laid-off from and displaced to a twelve (12) month position declining a Broadmoor position does not waive recall rights; [c] Accepting a demotion in the same program area rather than accepting a lateral change only negates displacement or recall rights to any promotion other than back to his/her original classification.)
 - b. The employee will always remain on the recall list for his/her original classification even if the employee exercises displacement/recall rights or declines displacement/recall rights to a different classification or classification type.
 - c. The employee must accept a recall to his/her original classification regardless of shift or location or he/she has resigned, unless that employee voluntarily sought and received another position prior to the recall or if declining the recall right does not affect another employee's recall right to that current position.

- d. An employee who is laid off or displaced shall have first claim over his/her original classification/assignment defined as location/schedule if it is reinstated or vacated before posting/bidding of other employees or before the recall of a less senior employee.
 - e. Displacement and recall rights shall always be given preference over posting and bidding rights except for promotions. Whenever a position is posted, a laid-off/displaced employee shall retain his/her bidding rights on the same basis as other employees.
 - f. The Agency will not contest an unemployment claim if an employee declines a displacement or recall right to a different classification or classification type. (It is understood that this does not guarantee that the employment compensation office will honor the claim.)
2. A laid-off employee shall have seven (7) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the personnel office by certified mail. A failure to respond to recall in writing within seven (7) days of receipt of notice will terminate all right to recall.
 3. Recalled employees shall return to work on the fifteenth (15th) workday after the postmark date of the recall notice. If an employee is unable to return to work on or before the fifteenth (15th) workday for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee's name will be placed at the end of the recall list.
 4. An employee on lay-off retains recall rights for a period of two (2) years. While on lay-off, the employee's seniority will remain unbroken but will not accumulate.
 5. In a lay-off and recall situation, job retention prevails over job change preference. Therefore, a recall to a vacancy (as defined in Article XII) will always occur before a vacancy is posted.

PART II – Education Support Professionals

In the event of a lay-off of Support Service Staff members of the bargaining unit, the following lay-off, displacement and recall procedures will be followed. Education Support Professionals shall have no lay-off, displacement or recall rights to Client Service Staff classification positions, except prior to layoff any bargaining unit employee shall also be given

layoff/recall rights to any such vacancy for which he/she is qualified if it does not constitute a promotion. For purposes of recall and displacement rights, "similar classification" shall refer to classifications identified at each level of the Classification Column Guide (Appendix C-1).

Section A – Lay-Off and Displacement

1. In the event that it is necessary to lay-off members of the bargaining unit in order to accomplish a reduction in force, the following lay-off and displacement procedures shall be followed:
 - a. Reductions shall first be accomplished by "attrition"--if possible.
 - b. The least senior bargaining unit employee in the position to be reduced shall receive a lay-off notice with at least fourteen (14) calendar days notice and shall be given seven (7) calendar days in which to exercise his/her displacement rights. Said rights shall be explained in the notice. A copy of the notice shall be sent to the LEADD office.
2. An employee who is laid-off shall have the right to displace the least senior employee within the same classification.
3. If no employee within the lay-off classification has less seniority than the laid-off employee, the laid-off employee may displace the least senior employee in a similar classification identified on the Classification Column Guide (see Appendix C-1) provided the employee has the qualifications.
4. If no employee within a similar classification has less seniority than the laid-off employee, the laid-off employee may displace the least senior employee in a lower classification identified on the classification Column Guide (see Appendix C-1) provided the employee has the qualifications.
5. If a reduction in force is to be implemented for two or more members of the bargaining unit at any one time, a bid day shall be conducted for all the affected employees' displacement options. The Board and LEADD shall meet to discuss and mutually agree to the employee's options and timelines to select the options.
6. The Association representative shall be notified in advance of any lay-off(s) including due reason for same. In addition, the representative shall be informed of the effective date(s) of the lay-off(s) and the name of the least senior employee in each of the affected positions. The Association President/or designee shall, upon request, be provided with a current seniority list.

Section B – Recall

An employee who is laid off or displaced shall be placed on a recall list and recalled according to the following procedures:

1. Employees shall be recalled in reverse order of lay-off. Recall notices shall be sent by certified mail to the last known address as listed in the employee's personnel file. It is the duty of the employee to notify the personnel office of any change of address.
 - a. Employee will always remain on recall list for his/her classification even if the employee exercises displacement/recall rights or declines displacement/recall rights to a different classification.
 - b. If an employee has not declined a displacement or recall right to a different classification, he/she may be on the recall list for each classification for which he/she was qualified to exercise displacement rights.
 - c. If the employee declines a displacement right or recall right to a different classification, he/she forfeits all displacement/recall rights to that classification and each other classification lower in the bumping order as outlined in Section B., other than in his/her own classification. [The acceptance or rejection of a different type such as part-time does not impact on recall rights.]
 - d. An employee who is laid off or displaced shall have first claim over his/her original classification and assignment if it is reinstated or vacated before posting/bidding or recall of a less senior employee.
 - e. The Agency will not deny an unemployment claim if an employee declines a displacement or recall right to a different classification. (It is understood that this does not guarantee that the employment compensation office will honor the claim.)
2. A laid-off employee shall have seven (7) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the personnel office by certified mail. A failure to respond to recall in writing within seven (7) days of receipt of notice will terminate all right to recall.
3. Recalled employees shall return to work on the fifteenth (15th) workday after the postmark date of the recall notice. If an employee is unable to return to work on or before the fifteenth (15th) workday for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an

employee is unable to report to work because of health reasons, the employee's name will be placed at the end of the recall list.

4. An employee on lay-off retains recall rights for a period of two (2) years. While on lay-off, the employee's seniority will remain unbroken but will not accumulate.
5. In a lay-off and recall situation, job retention prevails over job change preference. Therefore, a recall to a vacancy (as defined in Article XII) will always occur before a vacancy is posted.

ARTICLE IX

EMPLOYEE RIGHTS

Section A – Nondiscrimination

1. The policies and practices of the Board and the Association shall be applied without regard to race, color, national origin, sex, marital status, creed, handicap or age. The Board shall not discriminate against employees because of membership or non-membership in the Association or participation in Association activities, and the Association agrees to fairly represent all employees regardless of Association membership.
2. No reprisals shall be taken by the Board or the Association against an employee by reason of his/her utilization of any procedure or activity provided for in this Agreement or in any existing personnel policy.
3. Nothing in Section A. is intended to deprive an employee, the Board, or the Association from filing an appropriate ULP or seeking legal redress except that the State Employment Relations Board (SERB) may defer any ULP to the contractual grievance procedures.
4.
 - a. No employee may be disciplined or negatively evaluated for non-work behavior in and of itself. This is not intended to preclude discipline, removal, or negative evaluation for non-work-related behavior or activities that effect or impact on the ability of an employee to perform his/her job or is inconsistent with prevailing MR/DD laws and regulations or places a client or other employee in danger or at risk.
 - b. All employees are entitled to fair treatment.

Section B – Safe and Healthful Conditions

Employees shall work under safe and healthful conditions including private staff rest rooms.

Section C – Materials and Equipment

Employees shall have access to necessary program materials, equipment, and facilities in order to carry out their professional responsibilities.

Section D – Maintenance of Conditions and Benefits

All conditions and benefits of employment shall be maintained at not less than the highest standards in effect at the time this Agreement is signed for that category of employee when enjoying the same, unless the same are inconsistent with some provisions of this Agreement and/or unless such condition or benefit is specifically dealt with in this Agreement.

ARTICLE X

WORKING CONDITIONS

Section A – Lunch Facilities/Rest Areas

1. All employees are entitled to a duty-free lunch of at least thirty (30) minutes, five (5) days per week.
2.
 - a. A lounge/rest area for "employees only" suitable for eating and relaxation shall be provided in a location that is separated from client and staff work area(s). The lounge/rest area shall be enclosed and free of staff and client work obligations.
 - b. A lounge/rest area shall be provided in the following facilities:

Adult Residence Center	Continuing Development Center
Vocational Guidance Center	Administration
Transportation	CES
Maintenance	Broadmoor School
Service and Support Administration	Recreation Services
 - c. Lounge/rest areas shall contain the following items which shall be furnished and/or replaced as needed by the Board:

Table or other flat surface suitable for eating, refrigerator, two (2) bulletin boards (one of which shall be designed for the exclusive use of the Association), couch and/or chair(s), lamp(s) and/or lighting.
 - d. In addition to the items provided in Section 2.c., above, where reasonable and feasible new lounge/rest areas shall have the following items provided by the Board: sink, cabinets and phone.
 - e. Lounge/rest areas shall be provided in new Board facilities.
3. At CES, the use of lounge/rest areas by non-employees or for other purposes shall be kept to a minimum and scheduled, whenever possible, to avoid regular staff break times. The vending machines shall be removed from the Administration lounge/rest area and a door shall cover the "slop sink" at the CES lounge/rest area.
4. When available, all employees shall have the option to purchase meals from the Agency facilities.

Section B – Rules and Regulations

Copies of the following Rules and Regulations shall be available in the Human Resources office and easily accessible to the staff for reference:

1. Most current state manual of civil service laws.
2. Most current Ohio Administrative Code, Volume 1.
3. Department of Developmental Disabilities Rules, Regulations, and Operation of Programs for Training the Mentally Retarded.
4. Department of Mental Retardation and Development Disabilities Rules, Regulations, and Standards for Licensure of Residential Care Facilities for the Mentally Retarded.
5. Most current State Department of Education Rules and Regulations dealing with the training for the mentally retarded.
6. Lake County Board of Mental Retardation Rules and Regulations.
7. Ohio Revised Code.

Section C – Transportation of Clients

1. Clients 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 form including additional expenses must be submitted for administrative approval one (1) week in advance. The Board shall be responsible for providing sufficient and safe vehicles for client needs which meet all applicable state and federal guidelines, including at least one vehicle reserved solely for residential use.
2. Whenever it is necessary for a direct care staff member to travel with clients because of an emergency, investigation, CES landscaping crews, individual client reward trip, client community access, client community outing or similar Agency activity, the staff member may voluntarily drive an Agency vehicle, if qualified. If there is no Agency vehicle available within the necessary time limits, the staff may voluntarily drive a non-Agency vehicle, if qualified. This provision does not apply to assignments that regularly require driving as part of the employee's assignment. Those assignments shall be filled by employees in classifications for which the ability to drive is part of the minimum entry requirements.

3. No staff except bus driver, mechanic, vehicle operator, equipment operator, Recreation Specialists, or Recreation Coordinator may be required to operate an Agency vehicle or be subject to discipline, demotion, transfer, reassignment, or removal if he/she refuses to so volunteer, or authorize driving abstracts or fingerprint check to determine if he/she is qualified to drive.

Section D – Professional Absence

1. During the year, each Client Service Staff employee in each facility may have the opportunity to attend at least two (2) daytime programs that are related to mental retardation, rehabilitation, or other topic that would benefit the employee's job performance. These programs may be the PAR conferences, other conferences, meetings, conventions, workshops, and talks. The employee's interest and effort shall be recognized by the 169 Board through partial reimbursement of expenses. For the first two (2) such requests each year, the employee's preference will be denied only if the employee's absence is expected to cause operational hardship due to other employee absences combined with insufficient replacements; for subsequent requests, approval will be at the discretion of the supervisor. When exercising said discretion, a supervisor may consider the relative benefit to an employee's job performance--but not that another employee is attending the activity except as provided above.
2. As part of his/her professional leave of absence, each Education Support Professional employee may be granted up to two (2) paid days per contract year to attend outside training seminars/workshops that are relevant to the employee's classification series or any other Agency position that the employee may possibly fill in the future. Registration fees and other expenses within reasonable limits shall be paid by the employer upon approval of the Superintendent or designee. For the first two (2) such requests each year, the employee's preference will be denied only if the employee's absence is expected to cause operational hardship due to other employee absences combined with insufficient replacements or is not relevant to the employee's classification series or any other position that the employee may possibly fill in the future; for subsequent requests, approval will be at the discretion of the supervisor.
3.
 - a. Time lines for "consultation/denial" and approval of requests for professional absence days shall be acted upon within five (5) days of receipt.
 - b. For the first two (2) requests for professional leave, such requests shall be considered on a first-come-first-served basis with

requests for professional absence taking precedence over those for vacation if simultaneously received.

- c. If the request for professional absence is properly denied on the basis of operational hardship, no other type of leave may be taken in order to attend. Appeals from denials of requests for professional absence leave shall be in accordance with the appeal procedure for vacations identified in Article VI, Section C.7.c.

Section E – In-Service Training

1. Administration and Association In-Service Committee shall meet to discuss plans for in-service training at the request of either party, which should include representatives from all facilities. Among the topics presented at in-service will be those that help the employees meet DD certification requirements.
2. The Board agrees to make available staff development, training and in-service training as applicable with equal opportunities to all employees. Employees who have close contact with clients on a regular basis shall, to the extent deemed appropriate by the Superintendent, be included in in-service training efforts which are relevant to the type of contact experienced by the employees. The Board and representatives of the bargaining unit will meet to discuss the subject matter and method for delivering such in-service training.

Section F – Client-to-Client Service Staff Ratio

Client to Client Service Staff ratio shall conform to the Rules, Regulations, and Standards for the Establishment and Operation of Program for Training the Mentally Retarded and the Rules, Regulations, and Standards for Licensure of Residential Care Facilities for the Mentally Retarded of the Department of Mental Retardation.

The Board will staff its various program areas at Client Service Staff levels in effect on January 1993, which shall be at or above the minimum staffing levels found in the Agreement. The staffing levels shall be exclusive of any one-to-one client assignments. Staffing levels shall be subject to change as required by laws and regulations.

1. The maximum number of children in one class (per instructor) shall not exceed the state law ratios (per instructor) which are currently:

School Age - 8 children to 1 instructor (full-day equivalent)
Pre-School - 12 children (but not more than 8 disabled children) to 1 instructor (full-day equivalent)

El Caseload - 38 children to 1 instructor (at any one time during the year)

2. The actual ratio of adult enrollees and direct service staff in production and training areas shall not exceed fifteen (15) clients to one (1) staff member.
3. The ratio of residents and staff in the children's residence and adult residence will be maintained at a level that will insure: (a) The safety and well-being of the clients; (b) The implementation of Board-approved programs and services; and (c) A reasonable work load for the staff.
4. Residential staffing will be accomplished based upon individual needs of the residents and in compliance with state mandates.
5. These staffing patterns will not apply if the program(s) change so as to more properly require or permit a different staffing pattern under the standards of 3.(a), (b), and (c) above.
6. Ratios which fall below these levels due to employee short-term absences will not be a violation of this provision.

Section G – Staffing

As staffing is an integral part of program planning and standard procedure in all program areas, employees who are required by the director to attend because of direct involvement with a client shall be excused from the regular work schedule to attend.

Section H – Physical Examination

Each staff shall be required to undergo a chest x-ray or tuberculin test and a physical examination showing him/her to be free of communicable disease as may be required by law, rule, regulation or local/state/federal health authorities. New employees must file evidence of a physical examination prior to the employment date. The Board is to provide this examination at no charge to the employee. An employee may obtain his/her own medical examination at his/her own expense. The Board shall offer a Hepatitis B evaluation and immunization at no cost to the employee. The Board shall advise new employees of this requirement prior to the employment date. The Board shall provide current employees with reasonable and proper notice of any new or changed application of law, rule, regulation or health authority directive requiring a physical examination. An employee required to have physical examinations as a

condition of employment shall be provided this examination at no cost to the employee.

Each staff may, at their individual option, request and receive once every three (3) years a chest x-ray or tuberculin test and a physical examination showing him/her to be free of communicable disease. The Board shall provide this examination at no charge to the employee through application of its health insurance plan or through reimbursement to those employees not enrolled in a health insurance plan which provides for the examination as a covered service/procedure. To be eligible for reimbursement as provided, an employee shall place on file in the Human Resources Office evidence of his/her receipt of a chest x-ray or tuberculin test and a physical examination showing him/her to be free of communicable disease, including the cost of the examination.

Section I – Occupational Health Assessment (Fitness for Duty)

Employees may be subject to an “occupational health assessment” only after an identifiable, objective incident has occurred wherein the physical fitness of the employee has been called into question. The Association will be notified of the request. The employee, Association, and HR Director (or designee) will meet to review the request. The request for an occupational health assessment shall be for just cause and may not be implemented in an arbitrary or capricious manner.

The employee, upon request for an occupational health assessment will go to the Board’s designated provider of service. The results of the assessment will be shared with the supervising manager and, if needed, and if possible (given severe circumstances), a Plan of Correction will be designed in conjunction with the medical practitioner (consistent with medical recommendations and the employee’s job assignment). The Plan of Correction cannot be less than six (6) months and will be reviewed at least monthly through meetings with the employee and supervising manager.

In the event an employee is unable, or unwilling to fulfill the objectives of the Plan of Correction, the employee, designated Association Representative, and HR Director (or designee) will meet to discuss available options (which may or may not include continued employment with the Board). Nothing herein shall be considered to have waived an employee’s right to access the Grievance Process and/or rights afforded the employee under applicable governing laws.

Section J – Report of Child Abuse

Employees of the Lake County Board of Mental Retardation are required to report injury or neglect of a child or client to the local peace officer as defined in Revised Code Section 2151.421 and shall also submit a written report of the injury or neglect to the Administrator of the Lake County Board of Mental Retardation if the injury or neglect involves a child receiving services from any program of the Lake County Board of Mental Retardation.

Section K – Reimbursement and Uniform Allowance

1. Employees shall be reimbursed for all damage occurring as a result of their employment to articles of clothing worn by the employee. For purposes of this section, "articles of clothing" shall include glasses or contact lenses and non-jewelry watches (up to twenty dollars [\$20] or the actual value of the watch, whichever is less) but shall not include jewelry or other articles of personal property.
2. Each food service employee shall receive two (2) uniforms at the end of his/her probationary period and three (3) additional uniforms and three (3) pairs of shoes on the next January. Each January thereafter, the employee shall receive two (2) additional uniforms and one (1) pair of shoes. Appropriate tennis shoes are permitted to be worn in place of work shoes. Annually, the Board will designate a store, located conveniently to Deepwood Center, and a suitable uniform and shoes at that store for which the Board will reimburse the full cost. Food service employees may purchase the uniform and shoes at the designated store or any other store of their choosing but reimbursement will be limited to the cost of the designated uniform and shoes.
3. Custodial and maintenance employees will be provided with protective coverings (smocks, coveralls, etc.) on an as-needed basis. Custodial smocks will be laundered on a weekly basis, and maintenance coveralls will be laundered or replaced, as conditions require.

Section L – CPR And First Aid Training

1. All employees are expected to become certified in CPR. Courses in CPR will be provided by the Agency, free of charge, either on site or at another Lake County location. Attendance at such programs shall be without loss of pay.
2. Adequate first aid equipment and training shall be provided at appropriate locations.

3. Any Education Support Professional employee who is required to receive a CPR and/or first aid certificates, or any other training certificate, as a condition of his/her employment shall receive paid time for all hours in training. Further, the Agency shall pay all reasonable applicable fees. Approval may not be unreasonably denied.

Section M – Health, Welfare, and Safety

Employees shall work under safe and healthful conditions including private staff rest rooms.

1. Health, Safety, and Welfare Committee

- a. The Health, Safety, and Welfare Committee shall be composed of up to one administrator from each affected program area as determined from the meeting agenda and one bargaining unit member appointed by the Association from each of these program areas. Consultants may be utilized as either the Board or Association determines appropriate. If additional employees are needed, they shall be on Agency time, but neither the Association nor Board may bring additional employees without concurrence of the Committee. The Director of Operations shall serve as Chairperson absent mutual agreement to have an alternate or rotating chair. The Superintendent and Association President shall be ex-officio members of the Committee. However, neither the Superintendent nor Association President will attend meetings without the concurrence of the Committee.
- b. Issues to be addressed by the Committee will include, but not be limited to:
 - (1) Staffing levels
 - (2) Physical barriers and materials
 - (3) Need for and appropriate use of additional type of staff
 - (4) Work loads of residential and other staff
 - (5) Attendance and its effect on staff and client safety
- c. The Committee shall meet monthly. The Committee or mutually agreed sub-group shall also meet upon the call of the Chairperson for the purpose of investigating and issuing findings and/or recommendations to management, the union, and the affected employee(s) regarding general health concerns or safety hazards.
- d. If an employee has a good-faith belief that he/she may be in a health or safety risk situation, he/she shall be expected to

promptly report the same to his/her immediate supervisor who shall immediately review the situation to determine whether the assignment should be permitted. If the employee feels that the situation has not been satisfactorily resolved, the employee shall report the situation to the Director of Operations. The Director of Operations shall promptly review the situation and, in cases of imminent physical danger, the employee will be directed not to perform the work as assigned but may be required to perform other related duties during the Director's review. The Director of Operations may convene the Committee or mutually agreed subgroup regarding the health concerns or safety hazards raised in the employee's complaint.

2. Adequate first aid equipment and training shall be provided at appropriate locations.
3. The employer agrees to furnish and maintain in safe working condition all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice for properly using and caring for tools and equipment furnished by the employer.
4. The Board shall make reasonable attempts to notify affected employees upon determination that students/clients with whom they have direct contact have a communicable illness. The notification shall not disclose the name or other personal information identifying the carrier of the illness.
5. No employee assigned to an indoor work situation shall be required to work under conditions of extreme heat, cold, dust or improper ventilation, nor under any condition that proves physically hazardous to clients or employees other than those conditions experienced on a routine basis as part of the employee's job duties.

Section N – Work Rules

The Board retains the right to promulgate reasonable rules, policies, procedures, memos and directives that do not conflict with this Contract. Copies of such rules, policies, procedures, memos and directives shall be furnished to the Association president and the affected building representatives prior to the effective date of such rules, policies, procedures, memos and directives. Affected employees may be required to sign an acknowledgement of receipt of such rules, policies, procedures, memos or directives.

Neither party shall draft nor distribute any operational/procedural memos or other communications attempting to interpret or apply contract terms to the extent such communications conflict with the Contract, violate express contract terms, or represent mandatory subjects of bargaining.

ARTICLE XI

CLASSIFICATION

Section A – Procedures

1. It is the responsibility of the Superintendent or his/her designee to provide (and explain) to every new employee a copy of the classification system and appropriate salary and wage schedule contained in the Board-Association Agreement prior to such person accepting the position (see Attachment 2 – New Employee Form A).
2. The Superintendent or his/her designee shall correctly list the duties and responsibilities for each bargaining unit position in the Agency and provide a copy to each affected employee so that he will have an official record of what his duties and responsibilities are and the standard of performance expected of him with copies to the Association. The Agency is not precluded from assigning additional or different related job duties to the employee, so long as all such duties are consistent with the classification to which the employee is assigned.
3. The classifications listed in Section B. and C. of this Article XI are not intended to restrict the Agency from establishing additional classifications if needed for present or new employees, provided those classifications are consistent with the present classification system. Additional classifications and changes in classifications, if needed, may be established for present or new employees by the Board, provided the establishment of these classifications and/or modifications are consistent with the current contract provisions. No current employee may be negatively affected by a change in classification. All changes shall be considered part of the contract.
4. The Board is charged with setting a wage rate for such new or changed classifications, which wage rate and classifications shall be consistent with the format of and amount of the wage rate for comparable existing classifications. The signing of a contract and/or position description does not waive the responsibility of the Board to place an employee on the salary and wage schedule properly. However, this does not preclude the Agency from hiring a person whose training and experience may be greater than the position qualification requirements. When a member is reclassified by the Board, his/her new pay rate will become effective not later than the date of his/her reclassification.

5. The Board will provide to the Association President a copy of the New Employee Form A for each new employee and promoted/transferred employee that involves a change in classification or location.
5. Challenge Procedures – The Association retains the right to challenge the new classifications, modifications, and wage rate set by the employer. Such challenge shall be presented to the employer within seven (7) working days of the announcement of such classification(s) to the Association. The challenge shall be resolved by good faith negotiations. If the negotiations fail to result in agreement, the matter shall be submitted to arbitration in accordance with the provisions of Article II of this Agreement within seven (7) working days from the time negotiations reach impasse. Adjustments, if any, shall be retroactive to the time of change. Upon agreement or arbitral ruling, the Contract shall be amended to incorporate such changes. Any disputes regarding the bargaining unit inclusion of new or significantly altered positions shall be submitted to SERB.
6. In the event the DI Board decides to automate payroll/business services in the future, thereby eliminating the need for the Account Clerk positions in the Business Office, the Board may lay-off these position(s).
7. The Contract Placement Specialists at VGC and Willoughby Workshop and the Placement Specialists position at CES will be eliminated through attrition and will be replaced with one (1) Placement Specialist position to serve all of Adult Services, and who will work in conjunction with the DI sales/procurement person. It is understood that the Board may fund a position, or positions, outside of the Bargaining Unit to perform these sales services.

Section B – Client Service Staff Classifications

- | | |
|--|----------------------------------|
| 3. Adult Services Instructor | 8. Placement Specialist |
| 30. Autism Program Specialist | 18. Program Development Spec. |
| 1. Classroom Instructor | 17. Psychology Assistant |
| 9. Contract Procurement Spec. | 19. Recreation Coordinator |
| 23. Curriculum Specialist | 20. Recreation Specialist |
| 29. Family Resource Services Assistant | 12. Registered Nurse |
| 7. Habilitation Specialist II | 10. Registered Nurse/BSN |
| 14. Home Training Specialist | 13. Residence Worker |
| 3. Instructor Assistant | 21. Social Worker I |
| 26. Job Coach | 22. Social Worker II |
| 11. Licensed Practical Nurse | 15. Speech/Language Pathologist |
| 16. Licensed Psychologist | 28. Staff Development Assistant |
| 25. Music Therapist | 27. Staff Development Specialist |

- 24. Vocational Trainer
 - 4. Volunteer Coordinator II
 - 6. Work adjustment Specialist/
Vocational Evaluator
 - 5. Workshop Specialist I

- 1. Classroom Instructor – A Bachelor's Degree and possess or currently eligible for a Provisional Teacher's Certificate in MSPR/MH or the appropriate area as issued by the Ohio State Department of Education, Division of Teacher Certification, plus additional requirements for specialized instruction (e.g., early intervention specialist) as may be required by the Ohio Department of Developmental Disabilities. An Early Childhood Intervention Specialist License, when available from the Ohio State Department of Education, shall replace the Provisional Teachers Certificate for Classroom Instructors assigned as Early Intervention Specialists.

2. Adult Services Instructor – All of the following:

- a. A Bachelor's Degree and possess or currently eligible for a Provisional Teacher's Certificate in MSPR/MH as issued by the Ohio State Department of Education.
- b. Possess or currently eligible for Professional Certification – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:
 - (1) Introduction to Developmental Disabilities;
 - (2) Individual Program Development or Principles of Team Processes;
 - (3) Principles of Work;
 - (4) Principles of Behavior Management/Intervention; and
 - (5) Principles of Habilitation Programming.
- c. Possession of CPR and First Aid Certification.

PHYSICAL DEMANDS AND WORK ENVIRONMENT – Instructor:

Essential Physical Requirements:	Infrequent 1-2x/Shift	Occasional 3-12x/Hour	Frequent 13-30x/Hour	Constant 30+x/Hour
Lifting		Frequent		
Floor to Waist		Up to 35+ lbs		
Waist to Shoulder		Up to 35+ lbs		
Shoulder to Overhead				
Carrying			Up to 35+ lbs	
Push/Pull		Up to 35+ lbs		
Outdoors		Occasional		
Standing			Frequent	
Walking			Frequent	
Sitting		Occasional		
Bending			Frequent	
Twisting		Occasional		
Reaching/Grasping				Constant

3. Instructor Assistant – High school diploma plus 2 years of college with course work in the area of special education or early childhood education. Two (2) years of experience in working with mentally retarded or developmentally disabled children can substitute for the two years of college requirement, plus additional requirements for specialized instruction (e.g., early intervention program assistant) as may be required by the Ohio Department of Developmental Disabilities.

PHYSICAL DEMANDS AND WORK ENVIRONMENT – Instructor Assistant:

Essential Physical Requirements:	Infrequent 1-2x/Shift	Occasional 3-12x/Hour	Frequent 13- 30x/Hour	Constant 30+x/Hour
Lifting		Frequent		
Floor to Waist		Up to 35+ lbs		
Waist to Shoulder		Up to 35+ lbs		
Shoulder to Overhead				
Carrying			Up to 35+ lbs	
Push/Pull		Up to 35+ lbs		
Outdoors		Occasional		
Standing			Frequent	
Walking			Frequent	
Sitting		Occasional		
Bending			Frequent	
Twisting		Occasional		
Reaching/Grasping				Constant

4. Volunteer Coordinator II – High school diploma or equivalent, plus three (3) courses in management/supervision; or three (3) months experience or equivalent; or three (3) courses in public relations.

5. Workshop Specialist II – All of the following:
- a. High School Diploma or GED.
 - b. Possess or be eligible for Provisional Registration from the Ohio Department of Developmental Disabilities. Includes successful completion of a seminar (thirty [30] clock hours of DODD approved instruction) in each of the following areas:
 - (1) Introduction to Developmental Disabilities;
 - (2) Principles of Work or Principles of Habilitation Programming; and
 - (3) Principles of Behavior Management/Intervention.
 - c. Possession of CPR and First Aid Certification.

PHYSICAL DEMANDS AND WORK ENVIRONMENT – Workshop Specialist:

Essential Physical Requirements:	Infrequent 1-2x/Shift	Occasional 3-12x/Hour	Frequent 13-30x/Hour	Constant 30+x/Hour
Lifting		Frequent		
Floor to Waist		Up to 35+ lbs		
Waist to Shoulder		Up to 35+ lbs		
Shoulder to Overhead				
Carrying			Up to 35+ lbs	
Push/Pull		Up to 35+ lbs		
Outdoors		Occasional		
Standing			Frequent	
Walking			Frequent	
Sitting		Occasional		
Bending			Frequent	
Twisting		Occasional		
Reaching/Grasping				Constant

6. Work Adjustment Specialists/Vocational Evaluator – All of the following:
- a. Bachelor's Degree from a four (4) year college or university.

b. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;
- (2) Individual Program Development or Principles of Team Processes;
- (3) Principles of Work;
- (4) Principles of Behavior Management/Intervention; and
- (5) Principles of Habilitation Programming.

c. Possession of CPR and First Aid Certification.

7. Habilitation Specialist II – All of the following:

a. Bachelor's Degree from a four (4) year college or university.

b. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;
- (2) Individual Program Development or Principles of Team Processes;
- (3) Principles of Work;
- (4) Principles of Behavior Management/Intervention; and
- (5) Principles of Habilitation Programming.

c. Possession of CPR and First Aid Certification.

8. Placement Specialist – All of the following:

a. Bachelor's Degree from a four (4) year college or university.

b. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;

- (2) Individual Program Development or Principles of Team Processes;
- (3) Principles of Work;
- (4) Principles of Behavior Management/Intervention; and
- (5) Principles of Habilitation Programming.

c. Possession of CPR and First Aid Certification.

9. Contract Procurement Specialist – All of the following:

a. High School Diploma or GED.

b. Possess or be eligible for Provisional Registration from the Ohio Department of Developmental Disabilities. Includes successful completion of a seminar (thirty [30] clock hours of DODD approved instruction) in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;
- (2) Principles of Work or Principles of Habilitation Programming; and
- (3) Principles of Behavior Management/Intervention.

c. Two (2) years of experience in sales or procurement plus successful completion of a contract bidding and time study proficiency exam as may be required OR successful completion of an approved, thirty (30) clock hour Time Study Contract Bidding Course, e.g., Lakeland's Principles of Work or comparable course content in the areas of time study, Department of Labor wage and hour regulations, task analysis, and contract bidding.

d. Possession of CPR and First Aid Certification.

10. Registered Nurse/BSN – Bachelor's Degree in nursing from an accredited college or university; plus current valid License as a Registered Nurse in the State of Ohio; plus valid certification in community first aid and safety, or CPR and standard first aid; plus two (2) years nursing experience in either MR/DD or Mental Health/Psychiatric or Pediatric Nursing or School Nursing or equivalent experience.

11. Licensed Practical Nurse – Current valid license to practice as a Practical Nurse as issued by the State of Ohio; plus completion of Pharmacology Course; plus valid certification in community first aid and safety, or CPR and standard first aid, plus one (1) year experience

in either MR/DD or Mental Health/Psychiatric or Pediatric Nursing or School Nursing or equivalent experience.

12. Registered Nurse – Current licensure as Registered Professional Nurse in the State of Ohio; plus valid certification in community first aid and safety, or CPR and standard first aid, plus one (1) year experience in either MR/DD or Mental Health/Psychiatric or Pediatric Nursing or School Nursing or equivalent experience.

13. Residence Worker – All of the following:

Education:

High School Diploma or GED

Possession of CPR and First Aid Certification

Type “A” Class “D” Ohio Operator’s license or equivalent

Physical Requirements:

Must independently be able to push, pull, and lift 25 pounds.

Must be physically able to provide all necessary care to Persons who are non-weight bearing and/or have Physical limitations.

PHYSICAL DEMANDS AND WORK ENVIRONMENT – Resident Worker:

Essential Physical Requirements:	Infrequent 1-2x/Shift	Occasional 3-12x/Hour	Frequent 13-30x/Hour	Constant 30+x/Hour
Lifting		Frequent		
Floor to Waist		Up to 35+ lbs		
Waist to Shoulder		Up to 35+ lbs		
Shoulder to Overhead				
Carrying			Up to 35+ lbs	
Push/Pull		Up to 35+ lbs		
Outdoors		Occasional		
Standing			Frequent	
Walking			Frequent	
Sitting		Occasional		
Bending			Frequent	
Twisting		Occasional		
Reaching/Grasping				Constant

14. Home Training Specialist

- a. Bachelor's Degree in Education, Social Work, Psychology or other related field from a four (4) year college or university.
- b. One year experience in the education, habilitation and training of MR/DD individuals.
- c. Must possess or be eligible for:
 - (1) Provisional certification from the Ohio Department of Education (if working with school-age).
 - (2) Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities (if working with adults). Includes successful completion at a college or university of one (1) course in each of the following areas:
 - (a) Introduction to Mental Retardation and Developmental Disabilities;
 - (b) Individual Program Development or Principles of Team Processes;
 - (c) Principles of Work;
 - (d) Principles of Behavior Management/Intervention; and
 - (e) Principles of Habilitation Programming.
- d. Possession of CPR and First Aid Certification.

15. Speech/Language Pathologist – Master's Degree in Speech and Hearing Therapy and one (1) year professional experience in teaching persons with speech and hearing impairments. Possess current valid license from the State Board of Speech Pathology and Audiology and current certification by the American Speech and Hearing Association.

16. Licensed Psychologist – Doctorate in Psychology and one (1) year post-graduate professional experience providing psychological programming to persons with MR/DD. A valid license in Psychology as issued by the Ohio Board of Psychology.

17. Psychology Assistant – A Master's Degree in Psychology and at least one (1) year of post-graduate experience providing psychological programming to persons with MR/DD.

18. Program Development Specialist – All of the following:

- a. Bachelor's Degree in Education, Social Work, Psychology or other related field from a four (4) year college or university.

- b. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:
 - (1) Introduction to Mental Retardation and Developmental Disabilities;
 - (2) Individual Program Development or Principles of Team Processes;
 - (3) Principles of Work;
 - (4) Principles of Behavior Management/Intervention; and
 - (5) Principles of Habilitation Programming.

- d. Possession of CPR and First Aid Certification.

19. Recreation Coordinator – All of the following:

- a. Bachelor's or Master's Degree in Recreation, Activity Therapy, or Adaptive Physical Education.

- b. Three (3) years experience in the area of recreational programming, at least one (1) of which was with MR/DD individuals.

- c. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one course in each of the following areas:
 - (1) Introduction to Mental Retardation and Developmental Disabilities;
 - (2) Individual Program Development or Principles of Team Processes;
 - (3) Principles of Work;
 - (4) Principles of Behavior Management/Intervention; and
 - (5) Principles of Habilitation Programming.

- d. Possession of a valid Commercial Driver's License (CDL).

- e. Possession of CPR and First Aid Certification.

20. Recreation Specialist – All of the following:
- a. Bachelor's Degree in Recreation, Activity Therapy, or Adaptive Physical Education, or other related field.
 - b. One (1) year professional experience with MR/DD individuals.
 - c. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:
 - (1) Introduction to Mental Retardation and Developmental Disabilities;
 - (2) Individual Program Development or Principles of Team Processes;
 - (3) Principles of Work;
 - (4) Principles of Behavior Management/Intervention; and
 - (5) Principles of Habilitation Programming.
 - d. Possession of a valid Commercial Driver's License (CDL).
 - e. Possession of CPR and First Aide Certification.
21. Social Worker I – Bachelor's Degree in Social Work or in a related field; plus current valid license as LSW.
22. Social Worker II – Master's Degree in Social Work or in a related field; plus current valid license as LSW or LISW; plus one (1) year professional experience with MR/DD individuals.
23. Curriculum Specialist – Master's Degree in Special Education, Curriculum, or related field plus two (2) years of experience in teaching MR/DD children or two (2) years of experience in program development or curriculum design with MR/DD children.
24. Vocational Trainer – All of the following:
- a. Bachelor's Degree from a four-year college or university.
 - b. Possess or be eligible for a Professional Level Certificate – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;
- (2) Individual Program Development or Principles of Team Processes;
- (3) Principles of Work;
- (4) Principles of Behavior Management/Intervention; and
- (5) Principles of Habilitation Programming.

c. Possession of CPR and First Aid Certification.

25. Music Therapist – Bachelor's Degree or Master's Degree in music therapy. Music education and/or MSPR experience with a music therapy degree may substitute therapy experiences.

26. Job Coach– All of the following:

a. One (1) year prior experience in supported employment. In the event that no current bargaining unit employee meets this minimum requirement, any interested current bargaining unit employee who meets all other minimum requirements including one (1) year experience in a bachelor degreed position shall be considered qualified and subject to a ninety (90) day probationary period.

b. Bachelor's Degree from a four (4) year college or university.

c. Possess or be eligible for Professional Certification – Provisional Grade from the Ohio Department of Developmental Disabilities. Includes successful completion at a college or university of one (1) course in each of the following areas:

- (1) Introduction to Mental Retardation and Developmental Disabilities;
- (2) Individual Program Development or Principles of Team Processes;
- (3) Principles of Work;
- (4) Principles of Behavior Management/Intervention; and
- (5) Principles of Habilitation Programming.

d. Possession of CPR and First Aid Certification.

PHYSICAL DEMANDS AND WORK ENVIRONMENT – CES Job Coach

Essential Physical Requirements:	Infrequent 1-2x/Shift	Occasional 3-12x/Hour	Frequent 13-30x/Hour	Constant 30+x/Hour
Lifting				
Floor to Waist	Up to 35+ lbs			
Waist to Shoulder	Up to 35+ lbs			
Shoulder to Overhead				
Carrying	Up to 35+ lbs			
Push/Pull		Up to 35+ lbs		
Outdoors			Frequent	
Standing			Frequent	
Walking		Occasional		
Sitting		Occasional		
Bending		Occasional		
Twisting		Occasional		
Reaching/Grasping			Frequent	

27. Staff Development Specialist

- a. Bachelor's Degree in Education (preferably MSPR/MH) or other area directly related to MR Habilitation, or
- b. Possess or be eligible for Professional Certification – Provisional Grade from the Ohio Department of Developmental Disabilities, which includes successful completion at a college or university of one (1) course in each of the following areas:
 - (1) Introduction to Mental Retardation and Developmental Disabilities;
 - (2) Individual Program Development or Principles of Team Processes;
 - (3) Principles of Work;
 - (4) Principles of Behavior Management/Intervention; and
 - (5) Principles of Habilitation Programming.
- c. Three (3) years' experience in providing services to MR/DD individuals, at least one (1) year of which is in a professional capacity of providing staff with professional direction/training.

28. Staff Development Assistant – All of the following:

- a. Associate's Degree or equivalent.
- b. Two (2) years' experience in providing services to MR/DD individuals.
- c. Possess or be eligible for registration from the Ohio Department of Developmental Disabilities. Includes successful completion of a seminar (thirty [30] clock hours of DODD approved instruction) in each of the following areas:
 - (1) Introduction to Mental Retardation and Developmental Disabilities;
 - (2) Principles of Work or Principles of Habilitation Programming; and
 - (3) Principles of Behavior Management/Intervention.

29. Family Resource Services Assistant – Associates Degree or equivalent, i.e., two (2) years of college and two (2) years' experience with MR/DD individuals.

30. Autism Program Specialist – WBY*

- a. Bachelor's Degree
- b. Certification/Licensure:
 - (1) Possess or be eligible for Adult Services Specialist Provisional Certification from DODD
 - (2) Possess an Autism Spectrum Disorder certificate from a college or university, or has completed coursework similar to the following:
 - **Pervasive Developmental Disorders** where the focus of the course should be pervasive developmental disorders (PDD). The course should emphasize behavior reduction strategies that are consistent with a positive behavioral support approach for individuals with PDD.
 - **Characteristics & Methods: Autism** where the focus of the course should be the understanding of the diagnosis of Autism. The course should explore current issues and best practices in providing services that meet the unique characteristics and needs of individuals with Autism.

Current theories in the field of Autism could also be relevant.

- **Comm & Language Interventions: ASD** where the focus of the course is on communication and language skills, deficits, needs, and interventions for individuals with Autism Spectrum Disorders. The course should provide an understanding of the development of communication and interventions for individuals with ASD who are non-verbal, limited verbal, or verbal.
- **Behavior & Sensory Support: ASD** where the focus of the course is on specific behavioral and sensory issues of individuals with Autism Spectrum Disorders (ASD). The course should introduce research-based interventions for the behavior issues and sensory needs of individuals with ASD.

(3) Possession of CPR and First Aid Certification.

Section C – Education Support Professional Classifications

The following Education Support Professional classifications and their qualifications are listed by "Classification Series" and include the "Wage Schedule Column Guide" (Appendix C-1) for each classification.

FOOD SERVICE SERIES:

Classification II

Food Service Worker

- High school diploma or equivalent.
- One year experience in food service operation.
- One (1) year employment in a bargaining unit Custodian classification will satisfy the experience requirement for the position.
- Basic knowledge of safety and sanitation.
- Ability to independently lift forty (40) pounds.

Classification III

Cook

- High school diploma or equivalent.
- Five (5) years' experience in quantity cooking.
- Three (3) years' employment in a bargaining unit Food Service Worker classification will satisfy the experience requirement for the position.

- Successful completion of Food Service Department In-House Training Program in quantity cooking when available.
- Basic knowledge of operation of food service equipment plus safety and sanitation.
- Ability to independently lift thirty-five (35) pounds.

Food Service Porter

- High school diploma or equivalent.
- Valid Ohio driver's license.
- One year experience in a custodial or food service position, or other relevant work experience, including operation of various custodial cleaning equipment, and use of appropriate cleaning chemicals.
- Ability to independently lift thirty-five (35) pounds.

Food Service Supervisor

- High school diploma or equivalent.
- Five (5) years' experience in food service operations including responsibility for food ordering/inventory control and safety and sanitation.
- Familiar with quantity food preparation.
- Ability to independently lift twenty-five (25) pounds.

CLERICAL SERIES:

Classification III

Clerk Typist

- High school diploma or equivalent.
- Minimum of two (2) clerical classes or equivalent experience (six [6] months in a clerical area).
- Forty-five (45) wpm typing ability.
- Demonstrated proficiency with standard office equipment (e.g., copy machine, calculator, phone).
- Data entry/word processing ability.

Classification IV

Account Clerk I

- High School diploma or equivalent.
- 6,000 keystrokes/hour alpha numeric data entry
- Two bookkeeping classes, high school level, or equivalent experience (at least six months in an accounting office).
- Ability to operate a ten-key adding machine.
- Ability to pass a math test (jointly developed).
- Detail oriented.

Secretary I

- High school diploma or equivalent.
- Minimum of two (2) secretarial/clerical classes, or one (1) year experience.
- Fifty (50) wpm typing ability.
- Data entry/word processing ability.
- Demonstrated proficiency with standard office equipment (e.g., copy machine, calculator).

Classification V

Account Clerk II

- High school diploma or equivalent.
- Minimum requirements of Account Clerk I.
- Two (2) years related experience or college-level accounting classes or combination of both.
- Proficiency with a 10-key calculator.
- Must be able to pass jointly developed test to qualify.

Administrative Specialist II

- High school diploma or equivalent
- Sixty-five (65) wpm typing ability
- Two years' experience working with database management/report writing
- Proficiency in database management/creating, filing and pulling electronic reports out of database with a score of at least 70% in each area
- Proficiency in Microsoft Office (Word, Excel, Access, Outlook)
- Ability to independently manage tasks, including, but not limited to, preparing posting information, file maintenance and report writing

Secretary II

- High school diploma or equivalent.
- Minimum of four (4) secretarial/clerical classes (including Office Management) or three (3) years secretarial/office management experience, or combination of above.
- One class in Communications, or one (1) year secretarial experience involving interactions/dealing with public.
- Sixty-five (65) wpm typing.
- Successful completion of a standardized proficiency exam for Word for Windows (Intermediate Level) and Excel for Windows (Basic Level) with a score of at least 70% for each exam.

OR

Presentation of certificate of successful completion of two (2) 6-7 clock hour courses: one (1) in Word for Windows Intermediate Level and one (1) in Excel for Windows Basic Level.

- Ability to utilize various computerized word processing programs.

- Proficiency with standard office equipment (e.g., copy machine, calculator).

Records Control Clerk

- High school diploma or equivalent.
- Word processing ability.
- Three (3) years' experience in records keeping or two (2) record systems classes and two (2) data entry/programming classes.
- Proficiency with standard office equipment (e.g., copy machine, calculator).

Classification VII

Benefits Specialist

- Bachelor's degree in field related to Benefits Administration.
- One year experience in Benefits Administration.
- Proficiency with word processing and Excel spreadsheet programs.

CUSTODIAL/MAINTENANCE SERIES:

Classification II

Custodian

- High school diploma or equivalent.
- One year experience in a custodial position or other relevant work experience, including operation of various custodial cleaning equipment and use of appropriate cleaning chemicals.
- One (1) year employment in a bargaining unit Food Service Worker classification will satisfy the experience requirement for the position.
- Ability to independently lift thirty-five (35) pounds.

Classification IV

Maintenance Repairman I

- High school diploma or equivalent.
- One (1) year custodial/maintenance or other relevant work experience.
- Ability to independently lift fifty (50) pounds.

Classification V

Maintenance Repairman II

- High school diploma or equivalent.
- Two (2) years progressive experience in general maintenance.

- Two (2) years employment in a bargaining unit Maintenance Repairman I/Custodian classification will satisfy the experience requirement for the position.
- Ability to independently lift fifty (50) pounds.

Classification VI

Maintenance Repairman III

- High school diploma or equivalent.
- Five (5) years progressive experience in general maintenance.
- Three (3) years employment in a Maintenance Repairman classification series will satisfy the experience requirement for the position.
- Ability to operate construction equipment.
- Ability to independently lift fifty (50) pounds.

Classification VII

Maintenance Repairman IV

- High school diploma or equivalent.
- Seven (7) years progressive experience in maintenance repair of HVAC and plumbing and electrical equipment.
- Five (5) years employment in a Maintenance Repairman classification series will satisfy the experience requirement for the position.
- Ability to operate construction equipment.
- Successfully pass Lake County Building Department Electrical Contractors Test (or approved equal) and eligible for needed and required registration for electrical, plumbing, and HVAC (including Type I and II EPA technician certification) trades in all applicable municipalities within ninety (90) days of receipt of position. The Board shall pay for or reimburse the employee for all required municipal registration and bond fees. The cost of the class and any testing fees incurred by the employee in obtaining Type I and II EPA technician certification shall be eligible for tuition reimbursement. The Board shall pay the cost of the Lake County Test for the employee.
- Experience in skilled building construction preferred.
- Ability to independently lift fifty (50) pounds.

TRANSPORTATION SERIES:

Classification I

Bus Attendant

- High School diploma or equivalent.

- Possession of current CPR and First Aid Certification.
- Ability to independently lift thirty-five (35) pounds.

Classification IV

Vehicle Operator

- High school diploma or equivalent.
- Type "A" – Three (3) years driving experience with a valid Class "D" Ohio Operator's license or equivalent, OR
- Type "B" – Type "A" plus Commercial Driver's License (CDL) with Class "C" Authorization and Endorsement "P4"/Class "B" ("P2") – whichever is applicable to the vehicle. ["Type B" is preferred for Vehicle Operators who drive passenger vans designed for more than eight (8) passengers including driver. It shall be required if or when available.]
- Successful completion of Ohio Department of Education "pre-service" class or similar in-service training within ninety (90) days of obtaining the position if or when available.
- Possession of CPR and First Aid Certification.
- Ability to independently lift twenty-five (25) pounds.

Classification V

Bus Driver

- High school diploma or equivalent.
- Possession of Commercial Driver's License with a Class "B" Authorization and Endorsement "P-S".
- Five (5) years driving experience with a valid Class "D" Ohio Operator's license or equivalent.
- Possession of CPR and First Aid Certification.
- Successful completion of Ohio Department of Education "pre-service" class within ninety (90) days of obtaining Commercial Driver's License and position.
- Ability to independently lift thirty-five (35) pounds.

MECHANICAL SERIES:

Classification IV

Mechanic's Helper

- High school diploma or equivalent.
- Some prior experience in vehicle repair.
- Ability to independently lift fifty (50) pounds.

Classification VI

Mechanic

- High school diploma or equivalent.
- Minimum three (3) years mechanical experience.
- Three (3) years employment in a bargaining unit Mechanic's Helper classification will satisfy the experience requirement for the position.
- Possession of Commercial Driver's License with Class "B" Authorization.
- Demonstrated ability to pass at seventy-five percent (75%) each ASE test in diesel engines, gas engines, air brakes and heating/air conditioning.
- Ability to independently lift fifty (50) pounds.

Classification VII

Head Mechanic

- High school diploma or equivalent.
- Minimum five (5) years mechanical experience.
- Five (5) years employment in the Mechanic classification series, including at least two (2) years as a mechanic, will satisfy the experience requirement for the position.
- Possession of Commercial Driver's License with Class "B" Authorization.
- Demonstrated ability to pass at ninety percent (90%) each ASE test in diesel engines, gas engines, air brakes and heating/air conditioning.
- Ability to independently lift fifty (50) pounds.

NON-SERIES CLASSIFICATIONS:

Classification IV

Equipment Operator

- High school diploma or equivalent.
- Type "A" – Three (3) years driving experience with a valid Class "D" Ohio Operator's license or equivalent, OR
- Type "B" – Type "A" plus Commercial Driver's License (CDL) with Class "B" Authorization.
- Ability to independently lift fifty (50) pounds.

Through attrition, the job description for Equipment Operator will reflect a flexible schedule with consecutive hours between the hours of 7:00 a.m. – 7:00 p.m., based on operational need, as determined by the Program Director.

Computer Operator

- High school diploma or equivalent.
- One (1) year course work in data processing.
- One (1) year hands-on experience with HP3000 and PC Data Processing equipment.

Savings:

1. All lifting requirements are subject to reasonable accommodation upon request of the employee/applicant. Upon such request, the Board shall confer with the employee/applicant to identify alterations to work methods and processes which will enable him/her to perform the essential job duties of the classification. All lifting requirements will be evaluated based upon the actual job duties of the classification.
2. Except for any new, or newly applicable local, county, state or federal licensing requirement, each bargaining unit employee who currently holds a position in one of these classifications at the time of the effective date of this amended section shall be deemed qualified for that classification. Employees shall be given timely notice of and reasonable time and assistance in obtaining any necessary license upgrades or other modifications as required.

Section D – Compliance with State and Federal Standards for Client Service Staff

The following provisions are applicable to Client Service Staff classifications:

1. The Ohio Department of Developmental Disabilities has published Registration and Certification requirements for Adult Services, and for Early Intervention (effective date 12/4/92). In accordance with such requirements and the regulations governing the compliance of the Agency with those requirements, employees assigned to the Vocational Guidance Center, Willoughby Workshop, CES supported employment program, Recreation Department, and the Early Intervention Program must possess the necessary Registration or Certification.

All non-exempt staff of the aforementioned areas must possess or be currently eligible for a four-year Provisional Grade Registration or Certification and are required to meet the continuing education requirements of the Ohio Department of Developmental Disabilities Office of Staff Development and Certification. In the absence of the availability of a prospective employee possessing a Provisional Grade Registration or Certification, preference will be given to current

employees with Temporary Grade Registration or Certification, or those who are eligible for Temporary Grade Registration or Certification, over substitute employees.

Employees filling positions where Ohio Department of Developmental Disabilities Registration or Certification is not necessary (i.e., positions not covered under Administrative Code §5123:2-5-02 *Adult Early Intervention Certification and Registration Standards*) may be required to meet Federal QMRP requirements, CFR Section 483.430.

2. In the event that the Department of Education, the Department of Administrative Services or the Department of Mental Retardation and Development Disabilities published certification requirements which become effective after the effective date of this contract, and to the extent that such requirements change the qualifications set forth in Section B. of this Article XI, the Association and the Employer agree that all new employees hired after that effective date of the State requirements must meet the new certification requirements; and the Association and the Employer further agree that all incumbent employees must take appropriate educational course work to meet the new requirement.
3. Savings – All then current employees in Client Service Staff classifications shall be deemed qualified for their current classifications and are not required to complete any additional or amended qualifications negotiated in 1993 as part of the mid-term contract re-opener. This savings does not apply to changes in State certification requirements. Any new or current employee seeking a change in classification will be subject to the amended qualification requirements as listed in Section B., above. Any part-time employee added to the bargaining unit as a result of SERB's Certification of Election in Case No. 89-REP-05-0129 is required to meet contractual requirements for the classification at the time of SERB's certification.
4. All affected employees and the Association shall receive notification and a copy of any changes within five (5) days of notice from the state to the Agency. No employee who makes a bona fide effort to comply with the certification requirements will be negatively affected with the Agency, provided such employee's failure to comply with certification requirements does not negatively affect the Agency itself.

ARTICLE XII

VACANCIES, PROMOTIONS, TRANSFERS, AND REASSIGNMENTS

Section A – Definitions

1. "Promotion" means a change in the classification of an employee to a classification with higher minimum qualifications or a higher regular hourly pay rate other than shift differentials, added responsibility pay or other premium pay. "Promotion" also includes a change in status from "part-time" to "full-time".
2. "Transfer"
 - a. "Lateral Transfer" means a change of classification to a classification which does not have a higher minimum qualification than the employee's current classification or higher regular hourly pay rate than the employee's current position other than shift differentials, added responsibility pay or other premium pay.
 - b. "Internal Transfer" shall be defined as a change in department, building/work location, shift, or schedule of more than one (1) hour without a change in classification or regular hourly pay rate other than shift differentials, added responsibility pay or other premium pay (e.g., CDC Residence Worker to ARC Residence Worker). For Education Support Professionals, an internal transfer may also include expansion of hours in a part-time position within the same classification.
3. "Reassignment" means a change of job duties or position within a classification (e.g., Broadmoor class, Workshop cluster, Residential wing assignment) as determined by the Superintendent or his/her representative that does not involve an internal transfer.
4. "Shift Change" means a change in the shift worked.
5. "Temporary Assignment" means any change in the assignment for any length of time because of the absence of the regularly assigned employee, or because a posted vacancy has not been permanently filled, or because of a temporary additional staffing need provided in Article XII, Section G. An "Involuntary Temporary Assignment" is referred to as "detailing".
6. "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 that the Board intends to fill

or a newly created position including the expansion of a part-time assignment to a full-time position. A vacancy also includes a position ("temporary vacancy") which is unfilled because a current employee is on leave of absence as provided in Article V of the Agreement or is available because a current employee has taken a "temporary assignment" as provided for in Article XII, Section E.

7. "Temporary Employee" means a person hired by the Agency to fill a vacancy created as a result of a regularly assigned employee taking a leave of absence as provided for in Article V of this Agreement or the vacancy created by a regularly assigned employee who has taken a "temporary assignment" as provided for in Article XII, Section E. A "temporary employee" may also be hired for additional staffing needs provided in Article XII, Section G.2.a. [See Section F., "Temporary Interim Employee," for specific terms and conditions of a temporary employee].
8.
 - a. A part-time employee is defined as those Client Service Staff employees of the Agency occupying Client Service Staff classifications who are regularly scheduled to work sixty (60) hours or less in a biweekly pay period.
 - b. A part-time employee is also defined as those Education Support Professional employees occupying Education Support Professional classifications who are scheduled to work thirty (30) hours or less in a week with the exception of part-time bus drivers and attendants whose hours vary according to their annual route selection.
 - c. The Agency shall not utilize one or more part-time employees to fill a full-time vacancy as defined in Section A.6., above. No full-time position may be divided into part-time positions.
9. "Casual/Substitute" means an employee who is employed on a casual, day-to-day basis, at various times throughout the year, for the purpose of filling temporary staffing needs that are expected to last less than thirty (30) consecutive workdays in the same assignment including sick and personal time (see Section G., "Casual/Substitute Employee," for specific terms and conditions of a casual/substitute employee).
10. "Seniority" for Client Service Staff and Education Support Professionals for this and all other Articles of this Agreement shall be separate and distinct. Neither Client Service Staff, nor Education Support Professionals has seniority or other contractual rights to the other's classification positions or extra work except prior to the hire of

an individual from outside the bargaining unit for a bargaining unit vacancy as defined in Article XII, Section A.6.

- a. "Seniority" for this and all other Articles of this Agreement shall be determined by length of continuous employment of an employee within the bargaining unit as measured by the first workday or the date of the execution of the Personnel Action Form, signed by the appointing authority--whichever was earlier. If more than one (1) employee was employed on the same day, ties will be broken by (i) length of previous service (determined by date of first employment with the Agency in any capacity), (ii) length of department service, or then (iii) coin flip. Leaves of absence, layoffs, and suspension do not constitute a break in service. No employee may exercise seniority rights relative to a position for which he/she is not qualified.

An applicant is considered qualified for a position if the applicant is enrolled, during the posting period, in necessary training or coursework which will be completed prior to the posted starting date of the position and, when completed, will meet the contractual qualifications for the position.

- b. A "temporary employee" shall not accrue seniority during the length of his/her temporary hire provided it does not exceed the contractual maximums--unless he/she is rehired as a regular employee for a regular position or is re-hired for an extended temporary assignment the combined total of which extends beyond six (6) months for Education Support Professionals and beyond one (1) year for Client Service Staff (see Section F.4. for specific terms).
- c. No non-member of the bargaining unit, including a substitute as defined in Article XII, Section A.9., and Article XII, Section G., 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.
- d. Any member of the bargaining unit retains his/her previously accumulated seniority in any transfer, promotion, displacement, or recall. For purposes of calculating a member's bargaining unit "seniority", "seniority" shall include any continuous regular employment in classifications or positions added to the bargaining unit through SERB election or through negotiation from his/her first

workday as a regular employee in the classification or position. Seniority credit for continuous employment shall not be prorated.

Section B – Procedure for Filling Vacancies

Bargaining unit employees shall have an opportunity to be promoted and transferred.

1. a. When a vacancy which the Agency intends to fill, other than a "temporary vacancy", occurs in a regular position in the bargaining unit (as defined in Article I), the employer shall post a notice indicating the shift and position vacancy on Association bulletin boards in all facilities for a period of at least seven (7) calendar days (not including the day of posting) prior to filling and/or advertising the position publicly. Interested and qualified bargaining unit employees will have their application considered by filing a written statement on forms provided by the employer to the personnel officer before the deadline. The Board will not consider any application of employees on unpaid leave of absence except as provided for in Article V, H., 4. "Temporary vacancies" shall be filled in accordance with Section B.5., below.
- b. Each posting shall contain the classification, qualifications, department, building/work location (if applicable), shift, anticipated daily starting and finish time for Education Support Professionals (for Client Service Staff see Article III, Part II), work schedule if different from Monday-Friday for Education Support Professionals (for Client Service Staff see Article III, Part II), hours if less than eight (8) hour per day/forty (40) hours per week for Education Support Professionals (for Client Service Staff see Article III, Part II), wage rate, and anticipated internal starting date which shall be followed unless there are unanticipated delays in the selection process. Preference for higher requirements may be indicated.
- c. Increases in part-time hours/days of Education Support Professionals shall be posted within the department and offered to all part-time employees normally doing the work first prior to being posted within the Agency. This does not apply to the replacement of a part-time position with a full-time position--which shall be posted throughout the Agency.
- d. Shift change or change of work location opportunities within a department shall be offered to all employees in the same classification within the department in accordance with department procedures before being subject to full Agency bid.

2. The employer will decide when a vacancy exists or is imminent. The posting will have a starting date on it. All vacancies may be filled prior to—but subject to—subsequent approval or disapproval of the appointing authority. If the employer decides not to fill a vacancy, the employer shall so notify the Association President with the reasons for the decision in a timely fashion.
3. Excepting reasonable time for screening of candidates and necessary mechanics of decision and implementation, the vacancy, once posted, will be filled pursuant to this Article expeditiously after the end of the posting period. When a bargaining unit employee accepts a position and signs the New Employee Form A, the vacancy shall be considered filled and that employee no longer retains vested possession rights to his/her previous position. Transfers shall not be delayed beyond the intended starting date except for unanticipated delays.

Late applications from qualified internal applicants shall be considered for vacancies in accordance with Section C., below, after the end of the posting period provided that no qualified external applicant is already under consideration. This is not intended to preclude consideration of late applications by bargaining unit employees on the same basis as external applicants when those external applicants are already under consideration.

4. One (1) copy of such posting shall be furnished to the President of the Association or his/her designee.
5. Temporary Postings – Vacancies that are temporary shall be posted and filled in accordance with the provisions of Section E., Temporary Vacancies, Assignments, and Employment.

Section C – Transfers and Promotions

1. Internal Transfer – Applicants for whom the posted position constitutes an "Internal Transfer" will be selected based on seniority.
2. Lateral Transfers and Promotions – When a vacancy occurs and when current regular employee(s) have applied to fill such vacancy pursuant to the posting required in this Article XII, Section B.1., the Agency shall first determine whether any such applicant is qualified for the position as set forth below.
 - a. If a Client Service Staff employee applicant is qualified for a Client Service Staff position, the position shall be offered to such applicant. If more than one current Client Service Staff employee

applies for the Client Service Staff position and if each such applicant is qualified, the Agency shall offer the position to the current employee with the greatest seniority.

- b. If a Education Support Professional employee applicant is qualified for a Education Support Professional position, the position shall be offered to such applicant. If more than one Education Support Professional employee applies for a Education Support Professional position and meets the minimum qualifications, the employee with the greatest seniority shall receive the position unless another employee has substantially greater specific and relevant qualifications.
- c. All applicants for promotion, or lateral transfer involving classification change (movement from one classification to another) must meet all of the following criteria as applicable.
 - (1) Minimum job qualifications as established in the job posting which shall be consistent with the position classification as set forth in Article XI, Section B. or C., of this Agreement, including holding or eligible to hold a provisional certificate where applicable; and
 - (2) Include an evaluation of the applicant's ability to perform the job duties as set forth in the position posting. If such evaluation is challenged through the grievance procedure, the burden of proof on the question of "ability to perform" is on the Agency; and
 - (3) Not be altered in any manner that discriminates against current employees or is inconsistent with this Agreement.
- d. If no current Client Service Staff bargaining unit employee applying for a Client Service Staff position is qualified for such position, the Agency may fill the vacancy from among applicants who are not current bargaining unit employees. If no current Education Support Professional bargaining unit employee applying for such Education Support Professional position is qualified for such position, the Agency may fill the vacancy from among qualified applicants who are not current bargaining unit employees.
- e. After internal bidding has been exhausted within either the Client Service Staff or Education Support Professional classification categories, but prior to the hire of qualified applicants who are not current bargaining unit employees for a bargaining unit vacancy

as defined in Article XII, Section A.6., any bargaining unit member from the other classifications category shall be given the right to bid for any vacancy for which he/she is qualified. He/she shall be given a preference over qualified applicants who are not current bargaining unit employees unless the potential new hire has substantially greater specific and relevant qualifications.

3. Residential and Adult Service Shift Changes – The following guidelines will be used for filling posted Residence Worker, Residence Specialist, and Vocational Trainer/Job Coach positions and assigning staff to shifts.
 - a. Vocational Trainers/Job Coaches – The Superintendent or his designees will each maintain a bid sheet, listing by name and seniority, Vocational Trainer/Job Coach staff requesting a shift change within the unit. The bid sheets will be established by asking each Vocational Trainer/Job Coach within Adult Services to submit a shift request form (Attachment 5 – Form D) to their appropriate director. A staff member may withdraw or change his/her shift request at any time by re-submitting a shift request form. However, to be considered for a current shift opening created by a posted vacancy, a bid request form must be received no later than within the seven (7) day posting period. A copy of the Vocational Trainer/Job Coach bid sheets and subsequent modifications will be provided to the Adult Services Association building representatives and the Association President.
 - b. Residence Workers and Residence Specialists – In lieu of the use of the bid sheet and bid request form, current shift and schedule openings for Residence Workers and Residence Specialists in the Residential Center shall be posted internally within the Department for a period of seven (7) calendar days. To be considered for a shift/schedule change, a shift/schedule bid must be received no later than the end of the seven (7) day posting period. Pre-bids representing shift/schedule change preferences (Attachment 5 – Form D) shall only be accepted from staff who are on vacation or on other paid leave status during the entirety of the seven (7) day posting period of the particular shift/schedule change. If the opening remains unfilled following completion of the internal posting process and is posted Agency-wide, Residential staff shall have no right to bid on the opening unless he/she did not become qualified or eligible for the opening until the time of the Agency-wide Posting. A copy of the shift/schedule change as filled shall be provided to the ARC/CDC Association building representative and the Association President.

Any other Client Service Staff member not currently assigned to the residential unit where the posted vacancy exists may submit an application in response to the posting. Said request shall be in writing and shall specify preferred shift(s) as well as any shift(s) not acceptable. Said applications will be considered in accord with current contractual stipulations. Shifts which become open as a result of a posted vacancy will be assigned to Association members on a seniority basis. Specifically, the residential director will contact, in order of seniority, each Client Service Staff member (i.e., on the bid shift and outside Association applicants) requesting preference for the shift where the opening exists. Shift openings will be filled by seniority when consistent with current contractual terms.

4. RWII's – If a vacancy occurs in an RWII position, the Residence Worker with the most experience in Deepwood residence program--but not less than two (2) years--assigned to the applicable program (CDC or ARC) and shift (1st or 3rd) shall be promoted to each Residence Worker II position on a voluntary, seniority preference basis. (Seniority will only be used in the event of equal residence experience.) If a vacancy occurs in the position and no qualified person assigned to the applicable program and shift wants the promotion, it shall be posted and filled according to current residence vacancy procedures.
5. Impact of Rotation Change – Whenever an employee transfers from one schedule to another or makes a shift/rotation change, if the new schedule or shift/rotation has different "on" days, the employee shall move on the posted starting date and pick up the new schedule with its on/off days including recesses or shut down as if the employee was always on that schedule--regardless of whether this gives the employee consecutive "off" days or "on" days without his/her schedules intervening "on" or "off" days except that an employee shall be guaranteed two (2) paid days off if he/she works seven (7) days in a row. (For example, if a nurse changes her rotation at the end of the seven days of work, she would be scheduled for seven more days without a break. This gives her a two day break, e.g., 7 "on"/2 days break/5 "on"/7 "off". No over or under time will be calculated.)

Section D – Involuntary Transfer and Reassignment

1. a. No permanent reassignment (e.g., Broadmoor class, Workshop cluster, Residential wing assignment) or involuntary transfer may be made except for operational needs or other good reason and only after consultation with the employee.

- b. Any changes in assignment will be made only after consultation with the employee and notice of the change will be given as soon as possible; such notice shall include the reasons for change.
 - c. No involuntary change of assignment shall be made in an arbitrary or capricious manner. No person shall be assigned to an area not within his/her training and competency levels.
 - d. When the involuntary change in assignment only involves an involuntary reassignment--not a transfer, demotion or promotion and no additional compensation is involved, volunteers shall be sought first on a seniority preference basis to the extent it is reasonable and feasible.
 - e. If more than one employee could be transferred, volunteers shall be sought on a seniority preference basis, and if an involuntary action must occur, the least senior employee will be transferred. When the involuntary change of assignment involves an "internal transfer," including a shift change, the employee selected shall be the least senior of qualified employee and only after qualified volunteers have been sought. Exceptions to this may only be made when the Agency needs necessitate that only a particular individual can meet that need. Involuntary "lateral transfers" must be accomplished in accordance with the Reduction-In-Force procedures in Article VIII.
 - f. No employee will receive a reduction in salary schedule placement as a result of an involuntary change in assignment except for those reassignments resulting from the application of the layoff provision of this Article VIII.
2. Short-Term Involuntary Temporary Assignment (Detailing) – "Detailing" of members shall be based on good-faith need. Detailing of members (temporary reassignment) shall be defined as the express removal of an employee from his/her regular job duties with a reassignment to fill another position on a temporary basis for a period not to exceed two (2) weeks. The detail method may be used as follows:
- a. Employees may be given short-term involuntary temporary assignment, hereinafter referred to as "detailing", for the following reasons:
 - (1) Pending recruitment, during the period while the posting and selection process is being administered, the Agency may temporarily assign employees to any vacancy to fulfill operational requirements. It is anticipated that in the normal

situation, such recruitment activities shall not exceed one (1) month.

- (2) To meet emergencies caused by abnormal work load, changes in organization, or unanticipated absence.
 - (3) Pending description of classification of a new position where performance of the duties cannot be delayed.
 - (4) For training purposes where such training is a part of established promotional programs.
 - (5) To provide a substitute for an employee, including a supervisor who is temporarily absent.
- b. Whenever the Agency needs to involuntarily temporarily place an employee in a different assignment, volunteers will be sought first within the affected department or classification series for clerical personnel. If more than one volunteers, the person with the greatest seniority shall receive the position, except that the most senior full-time employee has preference over part-time employees for full-time assignments. If no one volunteers, an employee will be reassigned on a rotating basis beginning with the least senior employee. When the change in assignment only involves a reassignment--not a transfer, demotion or promotion and no additional compensation is involved, volunteers shall be sought first on a seniority preference basis to the extent it is reasonable and feasible.
 - c. No person shall be temporarily assigned to a position unless he/she meets the minimal qualifications for that position, except where no such person volunteers.
 - d. When the temporary assignment is to a position of higher pay, including non-bargaining unit assignment, the volunteer employee shall be paid the higher rate for the duration of the temporary assignment. If the person temporarily assigned does not meet the minimal classification requirements (e.g., Bachelor's Degree), the employee will, nevertheless, be paid as if they met that requirement.
 - e. Association and Board agree that clerical "projects" may entail a number of sequenced or discrete tasks. While a "higher-level" clerical classification may perform duties of a "lower-level" clerical classification, such performance does not forever or solely ascribe that duty to the "higher-level" classification. Similar/same duties may at any time be assigned to "lower-level" classifications given

that those discrete duties are consistent with the classification. Such assignment would not constitute a "detailing" situation and therefore would not be subject to a higher pay rate. Similarly, the assignment and performance of duties that involve skills and/or responsibilities ascribed to a higher classification shall be compensated at the higher rate for each hour worked.

Involuntary detailing shall be for a period not to exceed two (2) weeks, except under subparagraph 2.a.(1) of this Section D. An employee who has been given a temporary reassignment in a Education Support Professional classification for three (3) consecutive days or more shall receive the higher of his/her pay rate or the pay rate on the schedule for the temporary position for each hour worked retroactive to the first day of the temporary reassignment. An employee who has been given a temporary reassignment in a Client Service Staff classification shall receive the higher of his/her pay rate or the pay rate on the schedule for the temporary position for the duration of the temporary reassignment. Detailing shall be on a least senior first basis and only after volunteers have been sought.

3. In the event a Vocational Trainer/Job Coach has no enclave assignment (because an enclave no longer exists), the Vocational Trainer/Job Coach may be temporarily assigned as a Job Coach until an enclave becomes available. In the event that more than one Vocational Trainer/Job Coach has been involuntarily assigned as a Job Coach and an enclave becomes available, they shall be assigned the new enclave by seniority.

In the event a Job Coach has no independent placement assignment, the Job Coach may be temporarily assigned as a Vocational Trainer/Job Coach until an independent placement becomes available. In the event that more than one Job Coach has been involuntarily assigned as a Vocational Trainer/Job Coach and an independent placement becomes available, they shall be assigned the new independent placement by seniority.

Section E – Temporary Vacancies, Assignments, and Employment

Where a vacancy occurs because of a leave of absence in accordance with Article V, the Agency need not post such position in accordance with the provisions of subsection 1. of Section B. of this Article XII, but may fill such position by employing a "temporary employee" or "temporary assignee" for the period of the leave of absence as provided below.

1. For casual, day-to-day assignments the Board may utilize substitutes in accordance with Article XII, Section G., 2.
2. Voluntary Temporary Assignment – Prior to the involuntary reassignment/transfer/promotion of an employee (detailing) or the hire of a temporary employee, "temporary assignments" shall first be offered to current employees within the affected department, program area, or classification series within department groups for clerical personnel--whichever is applicable (see Appendix D) on a seniority preference basis whenever a higher pay rate or additional hours are involved.
 - a. The Agency shall post "temporary assignments" within each applicable area (see Appendix D) and on all applicable bulletin boards as soon as position filling has been approved and remain there for seven (7) days except in an emergency. Said posting shall contain all regular posting information set forth in Section B.1.b., above, plus the anticipated ending date.
 - b. If more than one qualified employee in the applicable area volunteers, the most senior qualified employee shall receive the temporary assignment. The most senior full-time employee shall be given preference over part-time employees for full-time positions. If there are no volunteers, the Board may seek volunteers from other departments/program areas--whichever is applicable.

Applicants/volunteers shall make their request in writing, sign and date it.

- c. A "temporary assignment" shall be the express removal of an employee from his/her regular job duties with the reassignment to fill another position. The employee who accepts the temporary assignment shall be given the higher of his/her pay rate or the pay rate on the same step on the schedule for the temporary assignment retroactive to the first day of the assignment. He/she shall remain in the "temporary assignment" until the absent employee returns or the "temporary assignment" under Section G.2. ends--but no longer than six (6) months or one year--depending on the type of leave taken in accordance with the leave of absence provisions of Article V, H.1. (This is not intended to prohibit the employee from exercising his/her bidding rights under Article XII.)
- d. The Board may hire a "casual substitute" or "temporary employee"- whichever is applicable—under Article XII, Section G.

and/or F., to replace the employee who is temporarily reassigned for up to one (1) calendar/school year depending on the type of leave.

- e. If the employee on leave of absence returns upon the expiration of the leave, the employee on temporary reassignment will return to his/her regular position, and the replacement employee's employment will be terminated in accordance with his/her limited contract. (If non-probationary status has been achieved, the replacement "temporary employee" will be laid off in accordance with Article VIII.)

3. Extensions of Leaves of Absence/Temporary Vacancies – An employee may request and receive an extension(s) of his/her original leave of absence in accordance with the provisions of Article V, Section H., Unpaid Leaves of Absence. Extensions will not be granted if the need for the extension was known by the employee at the time of the original leave request except for parental leave. Said extension may be covered through the use of regular employees in temporary assignments and/or the hire of temporary employees as provided below:

- a. If an employee on leave of absence requests a leave extension, the Board may fill the vacancy with a regular employee on a voluntary temporary assignment in lieu of posting the vacancy as a regular position in order to guarantee "same assignment" reinstatement rights to the absent employee.
- b. If a regular employee on temporary assignment was already filling the original leave opening, that employee shall be given his/her first right of refusal to fill the extended vacancy. If the "temporary assignee" does not accept the continued assignment, volunteers for the temporary assignment will be sought in accordance with Appendix D.
- c. If the Agency is able to fill the position with a regular employee on a voluntary temporary assignment for the extended leave, the Board does not need to post the vacancy as a regular position. If no regular employee volunteers for the temporary assignment, the Board may hire a temporary employee for that assignment for both the initial and extended vacancy without internal posting.
- d. The temporary employee, who was hired to replace the temporarily-reassigned employee, may be rehired to continue replacing him/her without posting for the maximum length of the temporary assignment. If the extended vacancy extends beyond a

combined total of six (6) months for Education Support Professionals or one (1) year for Client Service Staff, the temporary employee shall be considered a regular employee with all rights and privileges effective on the date of rehire except that he/she will be subject to layoff/displacement if the original employee returns on the scheduled expiration date. If he/she had completed 120 workdays in the assignment, he/she will be considered off probation.

- e. For the extension of leaves of absence, if the Board does not choose to rehire the temporary employee, the Board may employ another temporary employee for the second, extended leave of absence if no regular employee from the same program area seeks a voluntary temporary assignment for that position.
- f. If the employee on leave of absence returns upon the expiration of the extended leave, the employee on temporary reassignment will return to his/her regular position, and the replacement employee's employment will be terminated in accordance with his/her limited contract. If non-probationary status has been achieved, the temporary employee will be laid off in accordance with Article VIII.

4. Non-Bargaining Unit Temporary Assignments – Temporary assignments in supervisory or other non-bargaining unit positions may be offered to the bargaining unit member that the Board believes is best qualified without following the procedures of Article XII, Section D. However, a bargaining unit member who accepts such position will be considered on leave of absence for the duration of the assignment of up to one year but shall not accrue seniority or be considered a bargaining unit member during such leave, although such leave does not constitute a break in service. While a non-bargaining unit member, the employee has no bargaining unit rights including, but not limited to, the vacancy bidding rights or salary schedule credit.

5. Documentation – The Board, through the Department of Human Resources, shall:

- a. Give the Association notice of its intention to hire a temporary rather than to post the vacancy (see Article XII, Section B.1.) by:

- (1) Submitting to the Association a completed "Deepwood Temporary Employment Form T-1--Position Justification and Approval Form" (see Attachment 7A), Form B and when selected,

- (2) Submitting to the Association a completed "Temporary Employee Form T-2--Hire Recommendation" (see Attachment 7B) which shall reference "Temporary Assignment" rather than "Temporary Employee" hire,
 - (3) Submitting to the Association a completed amended New Employee Form A that includes effective date and termination date which shall reference "Temporary Assignment" rather than "New Employee."
- b. Each new event, including any proposed extensions, must be supported by new documentation.
 - c. The Association shall receive a copy of temporary postings. Upon request, the Association shall receive copies of all applicable information pursuant to the hired temporary employee's qualifications for the position.
6. Termination – Both the proffered and accepted length of temporary assignments and proffered and accepted length of temporary hire are binding on the Agency, but may be prematurely terminated because of either:
- a. A reduction of the position and/or displacement/lay-off of the employee through the procedures in Article VIII; or
 - b. A resignation or removal of the employee on leave of absence; or
 - c. Early reinstatement of the employee on medical or parental leave of absence because the reason for his/her leave is no longer valid, i.e., doctor declares that the employee is physically able to return to work earlier than his/her original estimate. [Early reinstatement for any other reason is permissive on management and may not be the cause for breach of the proffered and accepted length of the temporary assignment or the proffered and accepted length of temporary hire.]

Section F – Temporary/Interim Employees

"Temporary Employee" means a person hired by the Agency to fill a vacancy created as a result of a regularly assigned employee taking a leave of absence as provided for in Article V of this Agreement or the vacancy created by a regularly assigned employee who has taken a "temporary assignment". A "temporary employee" may also be hired to fill temporary additional staff needs as provided in Section G.2.a.

1. Initial Hire – In the event an employee requests and is granted a leave of absence, of more than thirty (30) days, the Agency may hire a "temporary/interim" employee to fill this limited temporary vacancy which shall be so defined by a limited contract of employment not to exceed the length of the leave to a maximum of six (6) months for Education Support Professional temporary employment or up to one (1) year for Client Service Staff temporary employment. (The Agency may also hire a "temporary/interim" employee to fill temporary additional staffing needs as provided for in Article XII, Section G.2.a., which shall be so defined by a limited contract of employment not to exceed a maximum of six [6] months from original date of work in the assignment including any time as a casual substitute.)

Re-hire – In the event that the employee being replaced extends his/her leave of absence, the Agency may renew the limited contract of the temporary employee for up to six months or one (1) year but not beyond the length of the leave up to a combined total of one (1) year or two (2) years from original date of work in the position—depending on the type of leave as provided in Article V, Section H., Unpaid Leaves of Absence. (Temporary assignments to meet temporary additional staffing needs as provided for in Article XII, Section G.2.a., may not be extended beyond a combined total of six [6] months from original date of work in the assignment for any classification including any time as a substitute as per Section G.2.)

2. A "temporary/interim" employee is in the Association bargaining unit and as such shall have all rights and privileges under the contract except:
 - a. The temporary employee shall not be entitled to tuition reimbursement as per Article XIV, Part II, Section B.
 - b. The temporary employee shall not be entitled to unpaid leaves of absence as provided in Article V, Section H., Unpaid Leaves of Absence;
 - c. Personal days as provided for in Article V, Section C., shall be provided as follows: temporary employees whose appointment is for three (3) months or less shall be entitled to one (1) personal day; four (4) months through six (6) months, two (2) personal days; seven (7) months through nine (9) months, three (3) personal days; and on the regular calendar, ten (10) months through twelve (12) months, four (4) personal days. Personal Leave for extensions shall be prorated in the same manner not to exceed a combined total of four (4) personal days in twelve month period.

- d. The temporary employee shall be entitled to full family coverage for hospitalization and other health insurance benefits provided under Article XIV, Sections A. and C., except for those temporary employees who are to be employed for less than six (6) months. Such temporary employees shall be entitled only to single coverage for hospitalization and other health insurance benefits provided under Article XIV, Sections A. and C. However, such temporary employee may elect family coverage by agreeing to the payment to the Board of the difference between single coverage provided and the cost to the Board for the family coverage. If a temporary employee is rehired for a leave that extends his/her employment beyond six (6) months, the employee becomes entitled to full family coverage effective with the date of rehire. A temporary employee who is hired to replace a Broadmoor School employee for two consecutive semesters (or the major part thereof--at least 120 workdays) shall have his/her benefits paid, at the applicable level as provided for herein, for the duration of the temporary assignment--including the summer recess effective on their first day of work through his/her expiration date.
 - e. The temporary employee shall have no internal seniority bidding rights during the term of the his/her initial limited contract but may apply for any posted vacancy prior to the vacancy being opened to the public, although the employee is not entitled to preference.
3. The temporary employees initial temporary employment shall be terminated at the end of the specified period of assignment which cannot exceed the end of the leave of absence. Absent a premature termination, the temporary employee has no removal or lay-off rights if his/her initial employment is terminated on the limited contract's expiration date.
4. Seniority Rights
- a. The temporary employee shall not accrue seniority and the rights provided thereby during his/her initial temporary appointment.
 - b. Short-term Re-hire – A "temporary employee" shall not accrue seniority during the length of any short-term re-hire caused by leaves of absence extensions up to a combined total of six (6) months for Education Support Professionals or up to a combined total of one (1) year for Client Service Staff.
 - c. If the "temporary employee" is re-hired for an extension of the temporary assignment that extends the combined total length of the temporary assignment beyond six (6) months for Education

Support Professional or beyond one (1) year for Client Service Staff, the employee shall be considered a regular employee and have full seniority internal bidding rights. The employee will receive seniority credit from the first day he/she filled the position and shall be considered for job vacancies during the posting period on the same terms as other bargaining unit members.

- d. If the temporary employee is re-hired within thirty (30) days of completing his/her temporary assignment as a regular employee in a regular position, the thirty (30) days will NOT be considered a break in service and the employee's original date of hire shall be used for seniority purposes.

5. Probation

- a. The time worked as a temporary employee does not count toward completion of a probationary period unless the temporary employee is hired as a regular employee for a regular position in the same classification without a break in service or unless the temporary employee is re-hired to cover an extended leave of absence in the same classification that extends his/her temporary employment beyond his/her probation period as provided for in paragraph b., below.
- b. If the temporary employee is re-hired to cover the extension of the original leave of the temporary assignment that causes the combined total length of the leave/temporary assignment to extend beyond six (6) months for an Education Support Professional or beyond one (1) year for Client Service Staff, the employee shall be considered a regular employee with all rights and privileges effective on the date of re-hire thereof except that he/she will be subject to layoff/displacement if the original employee returns on the scheduled expiration date. If he/she had completed 120 workdays in the assignment at time of re-hire, he/she will be considered off probation. If not, the employee will be off probation as soon as he/she has completed his/her probation period of six (6) months for an Education Support Professional and one (1) year for Client Service Staff beginning with his/her original date of hire.
- c. If the temporary employee is re-hired within thirty (30) days of completing his/her temporary assignment as a regular employee in a regular position within the same classification, the thirty (30) days will NOT be considered a break in service and the employee's original date of hire shall be used for probationary status purposes. If the temporary employee is hired for a regular

position and has completed 120 days or more in that classification, he/she shall be considered off probation.

6. Layoff/Recall – The proffered and accepted length of temporary hire is binding on the Agency, but may be prematurely terminated in accordance with Article XII, Section E.7. If the original term of temporary employment is prematurely severed, the temporary employee shall have the layoff/recall rights in accordance with Article VIII up to the expiration date of the original term of employment. If the temporary employee has been re-hired for an extended leave, the replacement employee (if non-probationary status has been achieved) will be laid off in accordance with Article VIII. In administering the layoff/displacement and recall rights for temporary employees, contractual posting and bidding procedures shall be exercised first for any vacancies so as not to give preference to temporary employees.

Section G – Casual/Substitute Employees

1. The Agency will make every reasonable effort to obtain and maintain an adequate supply of "casual" substitutes.
2. "Casual/Substitute Employee" – "Casual" employees are those employees hired on a casual, day-to-day basis at various times throughout the year whose employment does not exceed thirty (30) consecutive workdays in the same assignment including sick and personal time. No such employee may be hired if the task is expected to last more than thirty (30) days. If the employee works more than thirty (30) consecutive days in the same assignment, he/she becomes a member of the bargaining unit and shall either be given a limited contract as a temporary employee in accordance with Section F. or may continue to work on a day-to-day basis while the position is posted and filled. If the employee receives the position, all the days as a casual employee shall count toward probation, seniority, and salary schedule credit. Any assignment other than coverage for Leaves of Absence as provided in Section E., which is filled by such temporary employee for six (6) months, including the thirty (30) days, shall be posted as a regular vacancy as provided in this Article if the assignment continues or will continue beyond six (6) months.
 - a. As used in Article XII, Section G.2., above, the term "assignment" shall mean either (1) replacing the same specific bargaining unit employee who is absent from work, (2) working with the same client(s) who require(s) additional staff for behavioral or programmatic purposes, (3) working on the same production project that requires additional Client Service Staff, or working on the same project that requires additional Education Support

Professionals, or (4) working in a vacant position during the posting and filling procedure for vacancies.

- b. At anytime it is determined that any "assignment", as defined in paragraph a., above, is expected to last more than thirty (30) consecutive workdays, the Board will hire a temporary employee (not necessarily the substitute that is filling the assignment on the date of determination) to fill the assignment commencing with the date it is determined that the entire assignment is expected to last more than thirty (30) consecutive workdays. The Association will be notified of the name of the employee, the expected duration, and the specific circumstances requiring the hiring of a temporary employee identified in Section G.2., above.
- c. When an "assignment", as defined in paragraph a., above, results in a substitute working more than thirty (30) consecutive workdays, the substitute will become a member of the bargaining unit as a temporary employee commencing on the thirty-first (31st) day of such assignment.
- d. If a substitute hired for an "assignment", as defined in paragraph a., above, is reassigned to a different assignment due to operational needs, the time spent in the second assignment will not be deducted from the total duration of the first assignment (i.e., the Board will not reassign a substitute in order to prevent that substitute from filling an assignment that lasts or is expected to last more than thirty [30] consecutive workdays).
- e. A temporary employee whose total assignment is expected to last less than a full calendar month will not be eligible for any Board health insurance.
- f. A temporary assignment to meet the additional staffing needs of a client, Client Service Staff production job, or an Education Support Professional project shall not last more than six (6) months.

Section H – Bus Route Bidding

1. The Transportation Department shall post a description of each Broadmoor and Adult Services route, with anticipated departure and completion times and estimated run times included for the sole purpose of facilitating the bidding process anticipated for the next Transportation Department year at least one (1) week prior to bidding. The bidding date shall be set between August 8 and 14 of each year.

All currently employed qualified drivers and attendants may bid to obtain the route of their choice from among those so posted.

2. a. Assignment of routes shall be determined on a strictly seniority basis from amongst those bidding.
 - b. Every reasonable effort shall be made to design routes that maximize driver's hours provided they are cost effective/feasible and meet client habilitation needs and regulatory requirements.
 - c. Whenever a double run driver is absent, the Board shall first offer the first half of the double run to substitutes and the second half of the double run to current drivers/attendants who do not have double runs prior to the use of substitutes if it is feasible to do so.
3. The procedure for selection of routes by attendants shall be determined in accordance with the same procedure as for drivers.
4. a. No driver or bus attendant may bid for a change of route during the employment year except when a unfilled double run becomes available or when an unfilled twelve (12) month or nine (9) month position becomes available as specified below:
 - (1) Unfilled Double Runs – Whenever a double run becomes available, the position shall be filled by use of the Transportation Department Bid Sheet on which drivers and attendants may indicate their preferences at the beginning of each employment year. Only drivers and attendants who have single runs may be selected on a seniority preference basis for double runs.
 - (2) Unfilled Nine (9) and Twelve (12) Month Positions – If an unfilled nine month position becomes available, it first shall be offered on a seniority preference basis to the other nine (9) month employees in the same classification for whom the vacant route represents an increase of at least one-half hour of paid time per day. Similarly, if an unfilled twelve (12) month position becomes available, it first shall be offered on a seniority preference basis to the other twelve (12) month employees in the same classification for whom the vacant route represents an increase of at least one-half hour of paid time per day. A maximum of two employees will be permitted to increase their route times in this manner before the resulting vacancy is offered on a seniority preference basis to the other twelve (12) or nine (9) month employees, respectively, in the Transportation Department. However, if a

twelve (12) month employee refuses a nine (9) month contract, he or she will not be offered or otherwise eligible to bid on another nine (9) month contract during the remainder of the employment year.

(3) These internal department reassignments shall be made before any vacancy is posted.

b. "Summer Activity" are days when Broadmoor School is on "shutdown" following the close of the regular nine (9) month school year, but supplemental summer activities, including "summer recreation" and/or "summer school" are offered to students. Whenever transportation to and/or from these "summer activities" is provided by Deepwood Center, the work time shall be offered first to Transportation Department drivers as follows:

(1) Whenever a single run, regardless of whether it is a recreational run, summer school run or other summer activity run, is offered on days that Broadmoor nine (9) month drivers are not already scheduled to work, it shall be assigned in accordance with seniority bid except that nine (9) month drivers shall be given first preference to a single run for those days available. The receipt of a summer recreational run does not make the nine (9) month employee a twelve (12) month employee.

(2) Whenever a double run as defined in Section H.4.c.(4), below, is created or available, the double run shall be offered to the most senior driver on a seniority bid basis.

(3) Single summer runs shall be scheduled not to be significantly longer than runs driven by twelve (12) month drivers.

(4) A "double run" is defined as two (2) client pick-up/drop-off at Agency runs and/or two (2) client pick-up at Agency/drop-off runs.

5. Provided the run is operationally feasible, bus drivers bidding on Broadmoor double runs shall not be restricted to bidding Broadmoor bus routes based on location of Adult Service drop-off points (VGC/Willoughby/CES).

6. Except as otherwise provided for herein, the Agency reserves the right to make minor adjustments in a driver's or attendant's hours due to changes in routes, etc. based upon bona fide operational needs that occurred after the route bidding process. However, a driver's hours

shall not be decreased below those hours established through the bidding procedure under Section G.1. or G.5. Driver's hours shall be determined by using the average of the two (2) most recent pay periods prior to the change.

7. Route Adjustment Period

- a. Necessary adjustments in the posted run caused by a need to restructure the routes or change client composition due to bona fide operational or client needs shall occur within the two (2) payroll periods [four (4) weeks] following commencement of the runs for the new Transportation Department year and following the commencement of any new Transportation Department runs. Said adjustments shall be the least necessary to satisfy operational or client needs.
- b. After the two (2) payroll adjustment period, the driver's route shall be considered the established route.
- c. Nothing in paragraphs a. or b., above, shall serve to diminish or alter the employee's seniority bidding rights or the Board's right to effect minor adjustments in a driver's hours due to bona fide operational needs during the course of the Transportation Department year in accordance with Section G.6.

8. All employees shall return to the garage at the completion of their runs and the driver, after completion of post run assignments, shall clock out.

Section I – Changes in Bus Routes During the Transportation Year

Any necessary change in routes resulting from any reason including but not limited to changes in the program, changes in the client composition of the program, or vacancies within the Transportation Department will be filled by the Transportation Department. There will be no bidding by drivers or attendants during the course of the Transportation Department year, except as set forth in the preceding section.

ARTICLE XIII

COMPENSATION

Section A – Salary and Wage Provisions

All bargaining unit employees, except bargaining unit employees who are assigned to the Residential Program (see Residential Program article), shall be placed on the attached indexed salary and wage schedules (Appendix A, B, and C) and shall receive full credit for all of their experience with the Agency and all credited prior experience as provided in Section B. The reference to September 1 below, refers to the first day of the bi-weekly pay period encompassing September 1.

1. Base Salary – Client Service Staff – Base 1.00 is the entry annual salary level for a certified teacher/instructor at Broadmoor School with a Bachelor's Degree and no credited prior experience (Step 0). All other salary levels on the salary schedules are calculated as percentages of Base 1.00.
 - a. Base 1.00 (BA/step 0) for September 1, 2014 – \$33,881.00 per year.
 - b. Base 1.00 (BA/step 0) for September 1, 2015 – \$34,559.00 per year.
 - c. Base 1.00 (BA/step 0) for September 1, 2016 – \$34,905.00 per year.
2. Base Hourly Wage – Education Support Professional – Base 1.00 is the entry hourly wage level for a Secretary II (Column V) with no credited prior experience (Step 0). All other hourly wage levels on the wage schedules are calculated as percentages of Base 1.00.
 - a. Base 1.00 (Step 0/Column V) for September 1, 2014 – \$14.72 per hour.
 - b. Base 1.00 (Step 0/Column V) for September 1, 2015 – \$15.01 per hour.
 - c. Base 1.00 (Step 0/Column V) for September 1, 2016 – \$15.16 per hour.
3. Longevity Increment – Employees who no longer receive the yearly experience credit increments on their respective salary or wage schedule shall receive an additional twenty cents (20¢) per hour longevity increment for each year the employee does not receive a step increase on or after September 1, 1992. (For salaried Client Service Staff, the longevity increment shall be based upon 2080 hours for standard calendar [twelve (12) month] staff and 1733 hours for Broadmoor School Calendar staff.)

Section B – Salary and Wage Schedule Placement

Placement – All bargaining unit employees, except bargaining unit employees assigned to the Residential Program (see Residential Program Article), shall be placed on the attached indexed salary and wage schedules, Appendix A, B, C.

1. Education Support Professional employees shall receive skill, training and responsibility credit in accordance with their specific classification placement on Columns I-VII (Appendix C).
2. Client Service Staff employees shall receive skill, training, and responsibility credit in accordance with their specific classification placement on Columns I-VII (Appendix C).
 - a. Client Service Staff employees in positions whose educational entry level is less than a Bachelor's Degree (Column B), i.e., Workshop Specialists, cannot receive educational salary credit beyond four (4) years of college (Column A plus 20%). However, those classifications requiring DODD certification or licensure shall receive an additional five percent (5%) between columns A and B in addition to credit for years of college upon provisional certification in accordance with current practice.
 - b. Nurses will receive a ten percent (10%) credit for their license between columns A and B in addition to credit for years of college and/or its acceptable equivalent as described in Article XIII, Section C.1.d.
 - c. Training credit for Client Service Staff shall be given upon initial placement. Additional training credit shall be given in next payroll upon verification of completion of training. One (1) year of college shall consist of successful completion of thirty (30) college semester hours or forty-five (45) college quarter hours.
3. Experience Steps
 - a. Experience credit (in increments) shall be given upon initial placement and on the first day of the payroll period encompassing September 1 of each year [annual reclassification]. Once placed on the schedule, personnel will advance vertically on the salary and wage schedule from the years of experience with which they have been credited.
 - b. Pre-employment experience credit shall only be given Client Service Staff and Education Support Professional as provided by

Board policy and agreed upon by the Agency and the new employee at the time of hire (see New Employee Form A).

c. Annual Reclassification – For the calculation of one (1) year experience for annual reclassification:

(1) A new Education Support Professional or Client Service Staff employee qualifies for his/her first September 1 step increment if he/she has been on active payroll status for at least six (6) months prior to the first payroll period encompassing September 1.

(2) An Education Support Professional or Client Service Staff employee qualifies for each subsequent September 1 step increment if he/she has completed one hundred twenty (120) workdays during the previous employment year for the first payroll period encompassing September 1.

4. The Agency shall set each Client Service Staff 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. The entry level (for new employees) could be at any point on the salary schedule based on training and credited experience.

The Agency shall set each Education Support Professional employee's wage schedule placement by moving horizontally and vertically on the wage schedule to provide full credit for both classification placement and credited experience as established above. The entry level (for new employees) could be at any point on the wage schedule as provided by Board policy based on their classification and credited experience.

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

6. Part-Time Client Service Staff – The salary of each part-time Client Service Staff employee, as defined in Article XII, Section A. 8. shall be in accordance with placement on the indexed salary schedule, Appendix A or Appendix B whichever is applicable, except that it shall be prorated according to the number of his/her regularly scheduled hours including hours in paid status (e.g., vacation, holidays, shutdown, calamity days if any, lunches if any, breaks, paid leave if any, and paid release time if any) (see Appendix G: Proration of Full-Time Salary Schedule for Part-Time Client Service Staff).

Initial placement on the indexed salary schedule in 1993 for then current Client Service Staff part-time incumbents into such part-time Client Service Staff classifications shall be prorated according to the following formula, provided that no current Client Service Staff part-time incumbents shall receive a reduction in salary due to such initial placement. Pre-employment experience credit shall be in accordance with Section B.3.b., above: two (2) years of regular part-time Agency experience equates to one (1) year of experience credit.

A then incumbent Client Service Staff employee qualifies for his/her first September 1, 1993 step increment if he/she has been on active payroll status for at least six (6) months prior to the first payroll period encompassing September 1st in his/her first year of regular part-time employment and has completed at least one hundred twenty (120) workdays in his/her in an employment year for each additional year of Agency experience prior to initial placement.

Client Service Staff part-time employees shall receive full credit for education and training.

All service credit after initial placement of Client Service Staff part-time employees on the indexed salary schedule shall be one (1) step for one (1) year as provided in Section B.3.c.(2).

Section C – Salary and Wage Schedule Guides

1. Salary Schedule Guides – Client Service Staff (Appendix A and B)
 - a. Each figure on the index scale is a percentage of Base 1.00.
 - b. Steps 0-15 are experience increments for each year of credited experience.
 - c. Column A is for a high school diploma which is the minimal education requirement and is worth 55% of Base 1.00 on the Broadmoor scale.
 - d. Column B is for a Bachelor's Degree which is worth ninety percent (90%) of base 1.00 on the Broadmoor scale if the degree is required for the position.
 - 1) All employees hired prior to September 1, 2006, between Columns A and B, each employee shall receive five percent (5%) of Base 1.00 for each year of college training or its acceptable equivalent above Column A up to four (4) years

(this includes ESP employees hired prior to September 1, 2006 that take a CSS position after August 31, 2006).

- 2) All employees hired after September 1, 2006, between Columns A and B, each employee shall only receive ten percent (10%) of Base 1.00 upon obtaining a two year Associates Degree (Column A3), and twenty percent (20%) upon obtaining a four year degree at an accredited college or university, in a field relevant to MR/DD, above Column A (Column A5).
 - 3) All nurses will be fully credited for their training in a nursing program.
- e. Column C is for a Bachelor's Degree with appropriate certification which is worth one hundred percent (100%) of Base 1.00 on Broadmoor scale.
 - f. Column D is for a Master's Degree in a related work field which is worth twenty percent (20%) above the Bachelor's Degree which is 1.10 on the Broadmoor scale.
 - g. Column E is for a Master's Degree in a related work field which is worth twenty percent (20%) above the Bachelor's Degree on the Broadmoor scale with the appropriate certificate (1.20).
 - h. Column F is for a Doctorate in a related work field which is worth twenty percent (20%) above the Master's Degree on the Broadmoor scale or 1.40 if an appropriate certificate is held.
 - i. For employees hired prior to September 1, 2006, and ESP employees hired prior to September 1, 2006, that take a CSS position after August 31, 2006 only, between Column B and F, each fifteen (15) semester hours of graduate work is worth five percent (5%) of Base 1.00 up to three credits (15%) above each degree held.
 - j. There is a twenty percent (20%) of Base 1.00 differential for the extended time worked above the Broadmoor schedule for employees in the twelve (12) month programs. (Appendix B contains the standard calendar salary schedule incorporating the twenty percent [20%] extended time differential.)

2. Wage Schedule Guides – Education Support Professional – (Appendix C)

- a. Each figure on the index scale is a percentage of Base 1.00 which is the entry hourly wage for a Secretary II (Column V/Step 0).
- b. The indexed wage schedule shall contain seven (7) indexed classification columns. Columns I-VII are the "Classification Categories". There is a ten percent (10%) of Base 1.00 (Column V/Step 0) between Columns II-VII and a five percent (5%) difference between Column I and Column II.
- c. The indexed wage schedule contains thirteen (13) experience steps numbered 0-12. Experience steps 1-4 are worth five percent (5%), steps 5-8 are worth four percent (4%) and steps 9-12 are worth three percent (3%) of the base pay rate which is step 0 of Classification Column V.

Section D – Shift and Added Responsibility Differentials

1. Client Service Staff

- a. A shift differential of two dollars (\$2.00) shall be paid for second shift and one dollar and fifty cents (\$1.50) for third shift employees. An additional added responsibility differential of three dollars and fifty cents (\$3.50) shall be paid for Residence Workers on second shift and Residence Worker II's.
- b. Any Client Service Staff employee who works overtime during second or third shift shall receive overtime premium pay based on his/her regular salaried hourly rate and shall also receive the applicable shift differential for that shift.
- c. Sections a. and b. do not apply to any employees assigned to the Residential program.

2. Education Support Professional

- a. In addition to the above wage schedule, any Education Support Professional employees assigned to work any shift that begins after 1:00 p.m. and before 6:00 a.m. shall receive a shift differential of fifty-five cents (\$.55) per hour for every straight-time hour they work on such shift.
- b. Any Education Support Professional employee who works overtime during any shift that begins after 1:00 p.m. and before 6:00 a.m. shall receive overtime pay based on his/her applicable

shift differential added to the appropriate classification pay range prior to the calculation of overtime premium pay.

3. Holiday, Vacation and Other Paid Status – The applicable shift or added responsibility pay differential shall be included as part of holiday, vacation, and other paid status pay for bargaining unit employees.

Section E – Overtime Rate/Per Diem Extended Time Rate/Salaried Hourly Rate

1. One and one-half (1-1/2) times the employee's regular straight-time hourly rate, plus the applicable shift and added responsibility differential for Client Service Staff, and one and one-half (1-1/2) times the employee's regular straight-time hourly rate, including the applicable shift differential added to the applicable classification pay range prior to the calculation of overtime premium pay for eligible Education Support Professional employees, shall be paid for all hours worked in excess of forty (40) hours per week in paid status.
2. Per Diem – For additional days worked by salaried Client Service Staff on the Broadmoor School calendar or for per diem deductions or daily pay calculations for part-time employees on the Broadmoor School calendar for Client Service Staff, the rate shall be 1/182 of the annual salary per day. The four (4) hour day per diem rate shall be fifty percent (50%) of 1/182 of the annual full-time salary per day.
3. Hourly – For purposes of calculating hourly deductions and/or overtime for salaried Client Service Staff employees, the hourly rate shall be the annual salary in effect at that time divided by 2080 hours (1/80 of the bi-weekly pay/hour) for standard calendar employees including residences, and divided by 1733 hours for Broadmoor School Calendar staff (the bi-weekly rate is not applicable to Broadmoor staff who receive deferred compensation in July and August.)

Section F – Payroll

1. Pay Periods

a. Client Service Staff

- (1) All Client Service Staff shall be salaried and shall be paid on a twenty-six (26) pay period or bi-weekly basis effective August 29, 1978.
- (2) Client Service Staff – Standard Calendar – In employment years when there are twenty-seven (27) payroll periods instead of twenty-six (26) between September 1 and August 31, all Client Service Staff employees on the standard calendar who were on active pay status during the payroll period shall continue to receive their full regular bi-weekly pay as per past practice since 1978. This does not include any Client Service Staff on the Broadmoor Calendar who are paid according to Section (3)(b), below.
- (3) Client Service Staff – Broadmoor Calendar – Salaried employees on the Broadmoor School calendar shall be paid in twenty-six (26) biweekly installments effective with the first pay check data on or after September 1 of each employment year except:
 - (a) Employees at Broadmoor may receive their salaries in twenty-one (21) pays, September through June, upon the employee's written request and approval of the Superintendent or designee.
 - (b) Twenty-Seven (27) Pays – Whenever there are twenty-seven (27) scheduled paycheck dates during the September through August employment year, the Broadmoor salaried employee may opt to be paid in 21 or 27 installments. In any case, the annual salary shall be divided by the number of selected installments and paid accordingly. The employee shall notify the Superintendent or designee of his/her preference no later than the last day in August or date of employment--whichever comes later. (The next twenty-seven [27] date employment year is 2000-2001.)

- b. Education Support Professional – Employees shall be paid on a bi-weekly basis over the period during which they perform work.

2. Paychecks – Effective with the third pay in May, 1997, the paychecks shall be received within two (2) weeks after completion of each pay period. The scheduled county pay dates shall remain the same.
3. Deductions – The following deductions from paychecks will be made only upon a signed written authorization:
 - a. Credit Union
 - b. Personal group insurance
 - c. Employee's cost for insurance package
 - d. Tax sheltered annuities
 - e. United Way of Lake County
 - f. Educators' Political Action Committee (EPAC)
 - g. Association dues and assessments.
4. All deductions shall be forwarded to the proper recipient on the same day the deduction is made. All deductions for LEADD/OEA/NEA shall be forwarded to the Association office at 5804 Heisley Road, Mentor, Ohio 44060.
5. For payroll purposes, paid leave days including vacations and holidays shall count as workdays.

Section G – Severance Pay

1. An employee who has had five (5) or more years of Lake County Mental Retardation Program service immediately preceding his 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-third (1/3) for Client Service Staff (one-half [1/2] for Education Support Professionals) of his accumulated but unused sick leave credit. The maximum number of days available for such severance payment under this provision is one hundred twenty (120) days, which would result in a cash payment of forty (40) days pay for Client Service Staff (sixty [60] days pay for Education Support Professionals).
2. If the retiring employee is on less than a full-time schedule at the time of retirement, the calculation days is based on the average workday during the year immediately preceding the effective day of retirement/separation.
3. The calculation of severance pay shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of retirement. Excluded from such calculations shall be shift

differential, all premium payments, regularly scheduled overtime, and all other forms of additional or supplemental compensation.

4. Severance pay shall be given only to those employees who have given the Board written notice, on such forms as may be prescribed, sixty (60) days prior to the date of the retirement and the payment will be made in a lump sum at the time the employee received his last check from the Board. If an employee eligible for a payment pursuant to this policy does not apply to the Board within one hundred twenty (120) days after the Board gives notice of eligibility for payment or transfer of accumulated sick leave from the appointing authority, the payment shall be made to the employee.
5. At the time of an employee's severance from employment, any accrued but unused vacation or incentive leave time will be converted to cash at the hourly rate at the time of severance and paid in a lump sum in addition to any payment for any accumulated but unused sick leave credit as may be provided above.
6. 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 and all vacation and incentive leave accrued but unused at the time of severance from employment. The payment of severance pay shall be made only once to any employee.

Section H – Mileage

Mileage for approved Agency transportation shall be no less than the County reimbursement rate per mile or the permitted rate of IRS, whichever is greater.

Section I – OPERS/STRS Pickup

The Board shall, as set forth immediately below, pick up an additional portion of the PERS and STRS contribution of all permanent bargaining unit members by the assume and pay method.

The Board shall contribute a total of two percent (2%) to PERS or STRS in addition to the Board's original contribution for permanent bargaining unit members. The resulting Board contribution will be 16% to STRS and the employee's contribution shall be 8%. The Board's contribution shall be 15.55% to PERS and the employee's contribution shall be 6.5%.

This Section does not apply to any employees assigned to the Residential Program.

ARTICLE XIV

FRINGE BENEFITS

PART I – Health Insurance

Section A – Type of Health Insurance Benefits

The Board shall provide health insurance plan(s) which include benefits for:

1. Hospital Services/Medical-Surgical Benefits/Major Medical Benefits
2. Health Maintenance Organization/Preferred Provider
3. Prescription Drug
4. Dental
5. Vision Care Program

Section B – Payment for Health Insurance Plans

1. Full-Time Employees – The Board will pay the premium cost of single and family coverage for the health coverage specified in Section A. for all full-time Client Service Staff and Education Support Professionals with employee contribution as specified in this Article.
2. Part-Time Employees – The Board will pay the premium cost of single coverage with employee contribution as specified in this Article, plus it will pay eighty percent (80%) of the premium cost of dependent coverage for health insurance plan(s) specified in Section A. for all part-time Client Service Staff and Education Support Professionals except as provided in item 3., below. ("Part-time" refers to all Education Support Professionals other than forty [40] hour per week employees and part-time Client Service Staff employees as defined in the Agreement.)
3. Health Insurance Committee

PART ONE – General

- a. The parties shall establish an eight (8) member Health Insurance Committee. The Committee shall be composed of up to four (4) representatives appointed by the Board and up to four (4) representatives appointed by the Association. The Board and Association shall each identify one of their representatives as designated spokesperson and contact person for purposes of coordination and communication.

- b. The purpose of the Health Insurance Committee shall be to explore, investigate, and seek to identify health insurance coverage options that maintain the highest possible level of benefits obtainable at a cost-effective premium. Quality and value shall be the goals. All activities of and outcomes developed by the Committee shall be consistent with any applicable laws.
- c. The Committee shall determine the appropriate length, frequency, and locations of its meetings. The Board and the Association shall share the Committee's work product.
- d. The Board or Association may at any time propose a change in the insurance broker/consultant. The Committee shall have the discretion to determine the process which shall be utilized to select a new insurance broker/consultant. If there is not unanimous agreement on that process, the following process shall be followed:
 - (1) The respective Board and Association members of the Committee shall each identify two prospective insurance broker/consultants.
 - (2) The four proposed insurance broker/consultants shall immediately be contacted and asked to present individual proposals to the Committee.
 - (3) The Committee shall review the proposals of the prospective insurance broker/consultants and select a recommended broker/consultant from among the candidates. If the Committee is unable to reach unanimous agreement on the selection of an insurance broker/consultant, a toss of a coin will determine who will be the insurance broker/consultant for the Agency.
- e. The selected insurance broker/consultant shall meet with the Health Insurance Committee, develop a request for proposals (RFP) on health insurance coverage, present the RFP to the Committee for its review and approval in sufficient time to permit its submission to the market, and, immediately following approval by the Committee, submit the RFP to the market.
- f. The Committee will review and analyze the results of the RFP process and make recommendations to the membership and Board on any proposed replacement of, or changes to, the health insurance plan that expires.

- g. A recommendation regarding continued health insurance coverage, and employee and Board contribution to future premiums, shall be determined by a majority vote of the insurance committee. In the event the Committee vote fails to obtain a majority of members, the Board will make the final determination regarding the insurance benefit and premium contribution.
- h. Bargaining Unit and Management/Exempt staff shall have the same options regarding insurance and shall pay the same premium contributions.

PART TWO – Board Responsibilities

- a. The Board shall assist the Health Insurance Committee in the fulfillment of its mission and responsibilities. To that end, the Board shall provide the Committee with information on the bargaining unit concerning claims and experience and such other financial reports and data as are necessary to its reviews and analyses.
- b. The Board shall be responsible for the reasonable cost of materials and any training needed for the Committee to fulfill its purpose, provided that the Board shall have sole discretion to determine what and whether proposed materials and training are necessary for the Committee to fulfill its purpose.
- c. The members of the Committee shall be afforded release time for the time spent in active Committee session. Members of the Committee shall not be adversely affected due to their membership on or participation in the Committee.
- d. The Board will maintain an Internal Revenue Code Section 125 plan that allows participants to shelter qualified medical and dental expenses.

Section C – Hospitalization/Surgical/Major Medical/HMO

The Board shall offer two options of insurance for its employees – a Health Savings Account (HSA) option and a modified PPO option.

HSA Option: The cost of the total premium shall be paid by the Board as provided in Part I, Section B. Full-time employees selecting this option will be provided \$500.00 the first year, to be deposited into their HSA account, to be used toward the cost of their health care. Part-time employees selecting this option will be provided \$250.00 the first year, to

be deposited into their HSA account, to be used toward the cost of their health care.

PPO Option: The Board will pay the portion of the premium equivalent to the cost of the HSA option above, for the parallel category. All employees selecting this option (Employee only, Employee + Spouse, Employee + Children, and Employee + Family) shall be responsible to pay the difference between the monthly premium for the equivalent level of the HSA option and the monthly premium for the PPO option.

YES Program: Employees who obtain proof of an annual physical exam will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution. Employees who provide proof of their completion of the on-line Anthem health survey will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution. And employees who provide a signed affidavit as proof that they, and every member of their family who is on the Board's health insurance plan, are a non-smoker will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution.

1. Prescription Drug Card – The prescription drug card benefit shall provide full coverage for prescription drugs with the corresponding co-pays; ten dollars (\$10) for generic drugs, fifteen dollars (\$15) for name brand drugs on the approved formulary list, and twenty-five dollars (\$25) for name brand drugs that are not on the approved formulary list. A ninety (90) day supply will be available for the following co-pays; twenty dollars (\$20) for generic drugs, thirty dollars (\$30) for name brand drugs on the approved formulary list, and fifty dollars (\$50) for name brand drugs that are not on the approved formulary list.
2. Vision Care – Vision care benefits shall include eye exams and discount eye glasses and contact lenses when received from in-network providers: optometrists, ophthalmologists and optical centers.

Section D – Dental Insurance

Dental benefits shall include a fifty dollar (\$50) deductible per covered member per calendar year for the following covered services except for Preventive procedures and Orthodontia:

	<u>Network</u>	<u>Out of Network</u>
Preventative	100%	100% of UCR
Primary Procedures	90%	80% of UCR

Complex Procedures	70%	60% of UCR
Orthodontia*	60%	60% of UCR

*for covered members under age 19 to an \$800 lifetime maximum.

Covered dental expenses are subject to a one thousand dollar (\$1,000) maximum benefit per covered member per year.

For those full-time Client Service Staff and Education Support Professional employees selecting the Dental Insurance Plan, there is a Ten Dollar (\$10) per month healthcare fee “dependent coverage participation” if the family plan is selected. Payroll deduction for that dependent coverage participation fee must be authorized on the benefit enrollment card.

Any employee may waive the dental insurance plan coverage provided for in this section in writing and receive a monthly cash “waiver bonus” of Twenty Dollars (\$20).

Section E – Employees Contribution to Premiums

Those full-time Client Service Staff and Education Support Professional employees selecting the Health Insurance Plan – PPO Option (Employee only, employee + spouse, employee + children, and employee + family) shall be responsible to pay the difference between the monthly premium for the equivalent level of the HSA option and the monthly premium for the PPO option. Payroll deduction in the appropriate amount per pay shall commence with the first of the month following receipt of the benefit enrollment card by the payroll office. Thereafter, such fees shall be deducted from the first and second pay of each month and continue until the payroll office receives written notice of the employee’s desire to discontinue his/her fringe benefits.

Section F – Employee Assistance Plan (EAP)

The Board shall provide an Employee Assistance Plan (EAP) for all employees at no cost to the employee and with no reduction of September 1, 1996, benefits.

Section G – Savings

1. In the event of any disputed claim between an employee and health care provider and/or employee and the Plan, the Agency shall assist the employee in seeking full coverage of his/her claim(s) within the allowable limits of the Plan. It is the mutual intent of the parties that the employee suffer no harm as a result of the change in the provider network or Plan.

2. The employees are assured coverage or benefits for health and dental insurance no less than as set forth herein for the duration of the Agreement.

Section H – Employee Enrollment

1. In order for a member of the bargaining unit to receive the fringe benefits provided in Part I, the member shall sign a benefit enrollment card. An employee choosing not to receive the fringe benefits listed below shall sign a statement to that effect. No later than the first day of employment, a new employee shall be given a copy of the fringe benefits available and a benefit enrollment card. The employer shall obtain a signed and dated verification by the employee of receipt of the information and form. The insurance coverage shall commence the day after the completed benefit enrollment card has been returned to the Personnel Office by the new employee.
2. There shall be an annual open enrollment period each August or the last month of the insurance contract. Current or new employees may always enroll or re-enroll during the enrollment periods without evidence of insurability or loss of coverage.
3. Waiver Bonus for Hospitalization – Any employee who is covered by his/her spouse's family health insurance coverage may waive his/her coverage provided for in Section A. or Section E. in writing and receive a monthly cash "waiver bonus" of two hundred dollars (\$200) (This option includes two Deepwood Center employee families.) The waiver bonus option is not available to employees who do not become covered by their spouse's family insurance plan. The waiver must include written documentation from the spouse's employer of the availability of other insurance coverage. The written documentation must include the name of the carrier that provides the coverage and the identifying number of the policy, contract, or plan. The waiver must clearly explain the procedure for enrollment if the spouse's coverage is lost during the year. An employee who notifies the Board within thirty (30) days of the "involuntary" loss of other insurance coverage may enroll in the Board plan without evidence of insurability with coverage to become effective on the date the other insurance terminates. For purposes of this section, "involuntary" loss of the other coverage shall include loss of coverage due to spouse's lay-off, reduction in hours, death, divorce, or separation from employment (including termination, resignation, or retirement). It shall also include loss due to an increase in premium cost of the spouse's insurance subject to and conditioned upon the approval of United Health Care of Ohio and at no additional premium cost to the Board. Enrollment must be supported by written documentation from the spouse's employer of

the termination of the other insurance coverage. An employee may always re-enroll without evidence of insurability or loss of coverage during the annual enrollment period.

Section I – Continuation of Coverage and Benefits

The employees are assured coverage or benefits no less than as set forth in the Hospitalization Plan identified in Section C. and the Dental Plan identified in Section D. for the duration of the Agreement.

PART II – Other Fringe Benefits

Section A – Life Insurance

The Board will pay one hundred percent (100%) of the premium for thirty thousand dollars (\$30,000) of term life insurance on the life of each employee.

Section B – Tuition Reimbursement

1. Client Service Staff and Education Support Professionals who attend formal classes (college level for credit or technical courses) which are relevant to the employee's current position or relevant to the employee's possible advancement within the Agency shall be reimbursed. Tuition or fees paid to attend these classes, up to six hundred dollars (\$600) per contract year, are payable upon successful completion of each course until the six hundred dollars (\$600) limit is reached. Reimbursement shall not be given for courses (either required or elective) in a degree program unless the course itself is relevant. Technical courses are subject to approval by the Agency on the grounds of relevancy.
2. The Agency shall pay the tuition for courses required by the State of Ohio in order for Client Service Staff to meet certification requirements of their current position at no more than the current Kent State rate.
3. Reimbursable tuition and fees shall include instructional and general fees and lab fees which are directly related to the formal class, but shall not include books and materials fees, support service fees--if specifically itemized by the school--parking fees, other supplemental and/or incidental fees, application fees, special course fees and other fees and charges not required of all students and generally of a miscellaneous nature.
4. Employees requesting reimbursement of tuition or fees pursuant to the provisions herein shall be required to submit his/her reimbursement

request not later than the end of the contract year (September-August) in which the formal class is successfully completed. Reimbursement requests for formal classes which are completed during the months of June, July, or August shall be submitted not later than the end of the calendar year. The six hundred dollars (\$600) contract limit of Section B.1., above, shall be based upon the date of successful completion of the formal class regardless of the contract year in which the reimbursement request is actually received by the Board. The date of successful completion shall be determined by the date on which a grade or certificate is issued to the employee.

5. Application fees for new or renewed ODMRDD certifications or registration required for an employee's current position with the Board shall be reimbursed to the employee upon submission of proof of payment.

ARTICLE XV

DURATION

Section A – Agreement

The terms of the *2011-2014 Agreement Between the Lake County Board of DD and the Lake Employees Association for the Developmentally Disabled*, including all amendments and relevant provisions of Memorandum of Contract Interpretation shall be effective through August 31, 2017. This extension shall be compiled into booklet form as the *2014-2017 Agreement Between the Lake County Board of DD and the Professional Association for the Teaching of the Mentally Retarded*, signed by the President of the Board and the President of the Association, Superintendent of the Agency, and their respective Chief Negotiators; and shall be printed and bound along with a table of contents by the Agency in a professional manner within thirty (30) days of agreement; and a copy shall be given to all affected employees. The Association shall be given twenty (20) additional copies. All new employees shall be provided with a copy no later than their first day of employment.

Section B – Duration

1. Effective Date – The extension of the labor contract between the parties shall be effective as of June 30, 2014, except as provided herein. Any grievance pending at Level Two or higher on the date of the complete ratification of this Agreement shall be decided under the terms of this Agreement as amended to the extent reasonable and feasible.

All other pending arbitrations shall be settled or processed in a fair and expeditious manner. Both parties to this Agreement shall give full authorization to their designated post-Level Three representatives to settle and/or resolve all outstanding cases to the extent fair and reasonable to the affected parties.

All amendments to and applications of the Agreement shall be effective following ratification by both parties as follows:

- a. A two percent (2%) wage increase for CSS and ESP staff who are non-residential employees and/or employees still on an index shall be effective on September 1, 2014, September 1, 2015 of each year, and a one percent (1%) wage increase for CSS and ESP staff who are non-residential employees and/or employees still on an index shall be effective September 1, 2016.
- b. All contract amendments shall be effective on the date of ratification of the parties.

2. Duration – The 2014-2016 Agreement Between the Lake County Board of DD and the Professional Association for the Teaching of the Mentally Retarded, including all amendments and relevant provisions of Memorandums of Contract Interpretation, shall be effective through August 31, 2017.

Section C – No Strike Clause

During the term of this Agreement, the Association and the employees agree not to initiate or engage in any strike as defined in Chapter 4117, O.R.C.

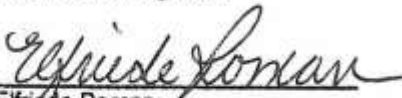
The No Strike Clause shall be applicable to bargaining unit members assigned to the Residential Program and the Food Service Program even after the expiration of the Agreement.

Section D – Grievance Resolution Incorporation

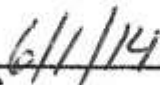
The parties agree to editorially update the contract to include the relevant provisions of Memorandums of Contract Interpretation, where feasible and applicable, into the text of the contract. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

BOARD


Eric Schaltenbrand, Esq.
Board Chief Negotiator

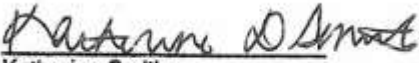

Eifriede Roman
Superintendent

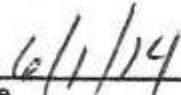

Board President


Date

LEADD


Ghlo Leidy
Association Chief Negotiator


Katherine Smith
Association President


Date

APPENDIX A – BROADMOOR CALENDAR INDEX

	Non-Deg.	A+Cert.	A1+Cert.	A2+Cert.	A3+Cert.	A4+Cert.	Bachelors	BA+Cert.	Masters	MA+Cert.	Doctorate
Exp.	A	A1	A2	A3	A4	A5	B	C	D	E	F
0	0.55	0.60	0.65	0.70	0.75	0.80	0.90	1.00	1.10	1.20	1.40
1	0.60	0.65	0.70	0.75	0.80	0.85	0.95	1.05	1.15	1.25	1.45
2	0.65	0.70	0.75	0.80	0.85	0.90	1.00	1.10	1.20	1.30	1.50
3	0.70	0.75	0.80	0.85	0.90	0.95	1.05	1.15	1.25	1.35	1.55
4	0.75	0.80	0.85	0.90	0.95	1.00	1.10	1.20	1.30	1.40	1.60
5	0.80	0.85	0.90	0.95	1.00	1.05	1.15	1.25	1.35	1.45	1.65
6	0.86	0.91	0.96	1.01	1.06	1.11	1.21	1.31	1.41	1.51	1.71
7	0.92	0.97	1.02	1.07	1.12	1.17	1.27	1.37	1.47	1.57	1.77
8	0.98	1.03	1.08	1.13	1.18	1.23	1.33	1.43	1.53	1.63	1.83
9	1.04	1.09	1.14	1.19	1.24	1.29	1.39	1.49	1.59	1.69	1.89
10	1.11	1.16	1.21	1.26	1.31	1.36	1.46	1.56	1.66	1.76	1.96
11	1.18	1.23	1.28	1.33	1.38	1.43	1.53	1.63	1.73	1.83	2.03
12	1.25	1.30	1.35	1.40	1.45	1.50	1.60	1.70	1.80	1.90	2.10
13	1.32	1.37	1.42	1.47	1.52	1.57	1.67	1.77	1.87	1.97	2.17
14	1.39	1.44	1.49	1.54	1.59	1.64	1.74	1.84	1.94	2.04	2.24
15	1.46	1.51	1.56	1.61	1.66	1.71	1.81	1.91	2.01	2.11	2.31

LONGEVITY – In accordance with Article XII, Section A.3.

APPENDIX B – STANDARD CALENDAR INDEX

	Non-Deg.	A+Cert.	A1+Cert.	A2+Cert.	A3+Cert.	A4+Cert.	Bachelors	BA+Cert.	Masters	MA+Cert.	Doctorate
Exp.	A	A1	A2	A3	A4	A5	B	C	D	E	F
0	0.75	0.80	0.85	0.90	0.95	1.00	1.10	1.20	1.30	1.40	1.60
1	0.80	0.85	0.90	0.95	1.00	1.05	1.15	1.25	1.35	1.45	1.65
2	0.85	0.90	0.95	1.00	1.05	1.10	1.20	1.30	1.40	1.50	1.70
3	0.90	0.95	1.00	1.05	1.10	1.15	1.25	1.35	1.45	1.55	1.75
4	0.95	1.00	1.05	1.10	1.15	1.20	1.30	1.40	1.50	1.60	1.80
5	1.00	1.05	1.10	1.15	1.20	1.25	1.35	1.45	1.55	1.65	1.85
6	1.06	1.11	1.16	1.21	1.26	1.31	1.41	1.51	1.61	1.71	1.91
7	1.12	1.17	1.22	1.27	1.32	1.37	1.47	1.57	1.67	1.77	1.97
8	1.18	1.23	1.28	1.33	1.38	1.43	1.53	1.63	1.73	1.83	2.03
9	1.24	1.29	1.34	1.39	1.44	1.49	1.59	1.69	1.79	1.89	2.09
10	1.31	1.36	1.41	1.46	1.51	1.56	1.66	1.76	1.86	1.96	2.16
11	1.38	1.43	1.48	1.53	1.58	1.63	1.73	1.83	1.93	2.03	2.23
12	1.45	1.50	1.55	1.60	1.65	1.70	1.80	1.90	2.00	2.10	2.30
13	1.52	1.57	1.62	1.67	1.72	1.77	1.87	1.97	2.07	2.17	2.37
14	1.59	1.64	1.69	1.74	1.79	1.84	1.94	2.04	2.14	2.24	2.44
15	1.66	1.71	1.76	1.81	1.86	1.91	2.01	2.11	2.21	2.31	2.51

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LONGEVITY – In accordance with Article XIII, Section A.3.

APPENDIX C - EDUCATION SUPPORT PROFESSIONAL WAGE SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014

STEPS	I	II	III	IV	V	VI	VII
0	9.57 0.65	10.30 0.70	11.78 0.80	13.25 0.90	14.72 1.00	16.19 1.10	17.66 1.20
1	10.30 0.70	11.04 0.75	12.51 0.85	13.98 0.95	15.46 1.05	16.93 1.15	18.40 1.25
2	11.04 0.75	11.78 0.80	13.25 0.90	14.72 1.00	16.19 1.10	17.66 1.20	19.14 1.30
3	11.78 0.80	12.51 0.85	13.98 0.95	15.46 1.05	16.93 1.15	18.40 1.25	19.87 1.35
4	12.51 0.85	13.25 0.90	14.72 1.00	16.19 1.10	17.66 1.20	19.14 1.30	20.61 1.40
5	13.10 0.89	13.84 0.94	15.31 1.04	16.78 1.14	18.25 1.24	19.72 1.34	21.20 1.44
6	13.69 0.93	14.43 0.98	15.90 1.08	17.37 1.18	18.84 1.28	20.31 1.38	21.79 1.48
7	14.28 0.97	15.01 1.02	16.49 1.12	17.96 1.22	19.43 1.32	20.90 1.42	22.37 1.52
8	14.87 1.01	15.60 1.06	17.08 1.16	18.55 1.26	20.02 1.36	21.49 1.46	22.96 1.56
9	15.31 1.04	16.04 1.09	17.52 1.19	18.99 1.29	20.46 1.39	21.93 1.49	23.40 1.59
10	15.75 1.07	16.49 1.12	17.96 1.22	19.43 1.32	20.90 1.42	22.37 1.52	23.85 1.62
11	16.19 1.10	16.93 1.15	18.40 1.25	19.87 1.35	21.34 1.45	22.82 1.55	24.29 1.65
12	16.63 1.13	17.37 1.18	18.84 1.28	20.31 1.38	21.79 1.48	23.26 1.58	24.73 1.68

Longevity in accordance with Article XIII, Section A.3.

APPENDIX C - EDUCATION SUPPORT PROFESSIONAL WAGE SCHEDULE

EFFECTIVE SEPTEMBER 1, 2015

STEPS	I	II	III	IV	V	VI	VII
0	9.76 0.65	10.51 0.70	12.01 0.80	13.51 0.90	15.01 1.00	16.51 1.10	18.01 1.20
1	10.51 0.70	11.26 0.75	12.76 0.85	14.26 0.95	15.76 1.05	17.26 1.15	18.76 1.25
2	11.26 0.75	12.01 0.80	13.51 0.90	15.01 1.00	16.51 1.10	18.01 1.20	19.51 1.30
3	12.01 0.80	12.76 0.85	14.26 0.95	15.76 1.05	17.26 1.15	18.76 1.25	20.26 1.35
4	12.76 0.85	13.51 0.90	15.01 1.00	16.51 1.10	18.01 1.20	19.51 1.30	21.01 1.40
5	13.36 0.89	14.11 0.94	15.61 1.04	17.11 1.14	18.61 1.24	20.11 1.34	21.61 1.44
6	13.96 0.93	14.71 0.98	16.21 1.08	17.71 1.18	19.21 1.28	20.71 1.38	22.21 1.48
7	14.56 0.97	15.31 1.02	16.81 1.12	18.31 1.22	19.81 1.32	21.31 1.42	22.82 1.52
8	15.16 1.01	15.91 1.06	17.41 1.16	18.91 1.26	20.41 1.36	21.91 1.46	23.42 1.56
9	15.61 1.04	16.36 1.09	17.86 1.19	19.36 1.29	20.86 1.39	22.36 1.49	23.87 1.59
10	16.06 1.07	16.81 1.12	18.31 1.22	19.81 1.32	21.31 1.42	22.82 1.52	24.32 1.62
11	16.51 1.10	17.26 1.15	18.76 1.25	20.26 1.35	21.76 1.45	23.27 1.55	24.77 1.65
12	16.96 1.13	17.71 1.18	19.21 1.28	20.71 1.38	22.21 1.48	23.72 1.58	25.22 1.68

Longevity in accordance with Article XII, Section A.3.

APPENDIX C - EDUCATION SUPPORT PROFESSIONAL WAGE SCHEDULE

EFFECTIVE SEPTEMBER 1, 2016

STEPS	I	II	III	IV	V	VI	VII
0	9.85 0.65	10.61 0.70	12.13 0.80	13.64 0.90	15.16 1.00	16.68 1.10	18.19 1.20
1	10.61 0.70	11.37 0.75	12.89 0.85	14.40 0.95	15.92 1.05	17.43 1.15	18.95 1.25
2	11.37 0.75	12.13 0.80	13.64 0.90	15.16 1.00	16.68 1.10	18.19 1.20	19.71 1.30
3	12.13 0.80	12.89 0.85	14.40 0.95	15.92 1.05	17.43 1.15	18.95 1.25	20.47 1.35
4	12.89 0.85	13.64 0.90	15.16 1.00	16.68 1.10	18.19 1.20	19.71 1.30	21.22 1.40
5	13.49 0.89	14.25 0.94	15.77 1.04	17.28 1.14	18.80 1.24	20.31 1.34	21.83 1.44
6	14.10 0.93	14.86 0.98	16.37 1.08	17.89 1.18	19.40 1.28	20.92 1.38	22.44 1.48
7	14.71 0.97	15.46 1.02	16.98 1.12	18.50 1.22	20.01 1.32	21.53 1.42	23.04 1.52
8	15.31 1.01	16.07 1.06	17.59 1.16	19.10 1.26	20.62 1.36	22.13 1.46	23.65 1.56
9	15.77 1.04	16.52 1.09	18.04 1.19	19.56 1.29	21.07 1.39	22.59 1.49	24.10 1.59
10	16.22 1.07	16.98 1.12	18.50 1.22	20.01 1.32	21.53 1.42	23.04 1.52	24.56 1.62
11	16.68 1.10	17.43 1.15	18.95 1.25	20.47 1.35	21.98 1.45	23.50 1.55	25.01 1.65
12	17.13 1.13	17.89 1.18	19.40 1.28	20.92 1.38	22.44 1.48	23.95 1.58	25.47 1.68

Longevity in accordance with Article XIII, Section A.3.

APPENDIX C-1 – CLASSIFICATION COLUMN GUIDE

CLASSIFICATION I	Bus Attendant
CLASSIFICATION II	Custodian Food Service Worker
CLASSIFICATION III	Clerk-Typist Cook Food Service Porter Food Service Supervisor
CLASSIFICATION IV	Account Clerk I Computer Operator Equipment Operator Maintenance Repairman I Mechanic Helper Secretary I Vehicle Operator
CLASSIFICATION V	Account Clerk II Administrative Specialist II Bus Driver Maintenance Repairman II Records Control Clerk Secretary II
CLASSIFICATION VI	Maintenance Repairman III Mechanic
CLASSIFICATION VII	Benefits Specialist Head Mechanic Maintenance Repairman IV

APPENDIX D – POSTINGS FOR TEMPORARY ASSIGNMENTS

The Agency shall post "temporary assignments" as follows:

1. Education Support Professionals – "Temporary assignments" to positions of higher pay rate for leaves up to six (6) months shall be first offered to current employees within the affected departments or classification series within department groups for clerical personnel. Temporary assignments for more than six (6) months or extensions which extend beyond six (6) months shall be posted Agency-wide.
 - a. Departments for Non-Clerical Personnel
 - (1) Food Service
 - (2) Maintenance
 - (3) Transportation
 - (4) Financial Services/Business Office
 - (5) Human Resources/Personnel
 - (6) CES
 - (7) Broadmoor School
 - (8) Willoughby
 - (9) VGC
 - (10) ARC
 - (11) CDC
 - (12) Nursing
 - b. Department Groups for Temporary Assignments of Clerical Personnel
 - (1) Adult Service (VGC, Willoughby, C.B.E.)
 - (2) Residence (ARC, CDC, Nursing)
 - (3) Administrative Services (Human Resources/Personnel, Service and Support Administration, Broadmoor, "A" Building Receptionist)
 - (4) Financial Services ("A" Building Business Office, Sheltered Industries Business Office, Purchasing)
 - (5) Operations (Food Service, Maintenance, Transportation)
2. Client Service Staff – Temporary postings among Client Service Staff employees for whom the position constitutes an increase in regular compensation will be made in the following "departments" to implement Article XII, Section E.3.

- a. For leaves or absence of more than thirty (30) workdays but six (6) months or less (Category 1) shall be posted by "department":
 - (1) VGC
 - (2) Willoughby
 - (3) CDC
 - (4) ARC (Residency Nurses' temporary vacancies will be posted throughout all Adult Services/Residential Services locations in both Categories 1 and 2.)
 - (5) Community Based Employment (CES II and III)*: Vocational Trainer/Job Coach, Job Coach, Job Placement Specialist, and Work Adjustment, who are specifically assigned to this department
 - (6) Broadmoor
 - (7) Human Resources: Staff Development Specialist, Recreation Specialist, Recreation Coordinator, Social Worker (FRS Coordinator and Community Care Home Coordinator)

* [The Agency may hire a qualified temporary employee for the Community Based Employment position without seeking temporary assignee first. If no qualified temporary employee can be found, then the Agency will post the position in accordance with Article XII, Section B., with an asterisk (*) to indicate that the successful bidder may be displaced by an employee returning from leave of absence during the first year of leave (or extension, as per paragraph c., below).]
- b. For leaves or absences of more than six (6) months but one year or less (Category 2), temporary postings shall be by "program area":
 - (1) Workshops (both VGC and Willoughby)
 - (2) Residence (Both CDC and ARC)
 - (3) Community Based Employment (CES II and III) (considered a fifth "program area" for these postings)
 - (4) Broadmoor
 - (5) Professional Services

- c. If the employee on leave of absence requests an extension of the leave, then the following procedure will apply:
 - (1) If the original leave is in Category 1 and the extension is in Category 1, then the originally reassigned employee may remain in the position.
 - (2) If the original leave is in Category 1 and the extension is in Category 2, then the position will be re-posted among the appropriate Category 2 group.
 - (3) If the original leave is in Category 2, then the originally assigned employee may remain in the position regardless of the length of the extension.

APPENDIX E – CURRENT CONFIDENTIAL POSITIONS

Confidential¹ Positions²

Administrative Assistant to Superintendent
Administrative Assistant to Assistant Superintendent or Board Secretary³
Administrative Assistant to Personnel/HR Director
Legal Assistant to Director of Legal and Administrative Services
Administrative Assistant to Operations Director
Administrative Assistant to Service and Support Administration Director
Payroll Coordinator (Confidential Assistant to Director of Finance)

- ¹ The positions listed as "deemed confidential" positions in Appendix E represent singular positions, i.e., one (1) employee per position. If the Board alters or abolishes any of the positions, it may not create another to replace it.
- ² These positions are "deemed" confidential by the parties and will remain confidential for as long as there is no material substantive change in job duties or responsibilities or relationship with the manager that caused the position to be "deemed" confidential on November 27, 1996.
- ³ If an Administrative Assistant to Assistant Superintendent position is created in place of the Secretary to the Board, it may be excluded from the bargaining unit if it meets SERB standards as a confidential position.

APPENDIX F – CURRENT
"SUPERVISORY/MANAGEMENT" POSITIONS

The parties agree to accept without further challenge those grandfathered positions designated as Superintendent, Director of Legal and Administrative Services, and Level I, II, and III managers on September 6, 1996, as listed in Appendix F. Any "vacant" Level II and III positions will not be listed unless there are current efforts to fill it.

Any proposed new management/supervisory position or proposed alterations of these current management/supervisory positions shall be submitted to the Association prior to posting, hire, or promotion with either a "management" or "supervisory" designation with an explanation of why the Board believes it qualifies as such under SERB standards. Qualifications and ADA job description must be attached.

Superintendent
Director of Legal and Administrative Services

Level I

Adult Services Director/Willoughby
Adult Services Director/VGC
Adult Services Division Director
Director of Medicaid and Regulatory Compliance
Director of Residential and Consumer Supports
Finance Director
Health Services Administrator/DON
Human Resources Director
ICF/MR Director
Investigative Agent I
Operations Director
Principal, Broadmoor School
SSA Director
Supported Employment Director

Level II

Assistant Operations Director
Early Intervention Manager
Food Service Director
Habilitation Coordinator
Information Systems Manager
Investigative Agent II
Marketing, Planning, and Procurement Director
Respite Director
SSA Assistant Director
Transportation Director

Level III

Adult Services Finance Director
CES Transportation Supervisor
CES Manager
Computer Program/Systems Analyst
DI Business Office Supervisor
Food Service Operations Manager
General Accounting Manager
Habilitation Managers
Habilitation Managers, Residential
Human Resource Analyst
Nursing Habilitation Manager
Professional and Ancillary Services Supervisor
Quality Assurance Manager
Residential Shift Manager Supervisor
Residential Shift Managers
SSA Business Manager
Transportation Operations Supervisor
Volunteer Services Director

APPENDIX G – PRORATION OF FULL-TIME SALARY SCHEDULE

(Appendix A and B) for Part-Time Client Service Staff

The following part-time Client Service Staff classifications shall receive a proration of the *Broadmoor Calendar Salary Index* (Appendix A) or *Standard Calendar Salary Index* (Appendix B), whichever is appropriate, based upon his/her schedule as it appears in Article III, Part II, hereof:

Broadmoor Program Area

For CSS part-time employees assigned to twelve (12) month Standard Calendar and nine (9) month Broadmoor School Calendar work schedules:

A. Nine (9) Month Calendar

1. Partial Day Schedule = 50% of Broadmoor Calendar Salary Index (Appendix A).
2. Partial Week Schedule = 60% of Broadmoor Calendar Salary Index (Appendix A).

B. Twelve (12) Month Calendar

1. Partial Day Schedule = 50% of Standard Calendar Salary Index (Appendix B).
2. Partial Week Schedule = 60% of Standard Calendar Salary Index (Appendix B).
3. Partial Week Schedule = 62.5% of Standard Calendar Salary Index (Appendix B).
4. Partial Week Schedule = 75% of Standard Calendar Salary Index (Appendix B).

Adult Services Program Area

1. Part-Time Job Coaches = 62.5% Standard Calendar Salary Index (Appendix B), plus 1/2080 x full-time salary for scheduled hours in excess of twenty-five (25) hours per week.
2. Part-Time Vocational Trainers/Job Coaches
Shift A1 = 50% Standard Calendar Salary Index (Appendix B),
Shift A2 = 62.5% Standard Calendar Salary Index (Appendix B),
Shift A3 = 75% Standard Calendar Salary Index (Appendix B),
and
Shift B = 70% Standard Calendar Salary Index (Appendix B).

3. All Other Part-Time Adult Service Employees, including VGC and Willoughby Nurses
 - a. = 62.5% Standard Calendar Salary Index (Appendix B) for five (5) consecutive five (5) hour days (Monday through Friday), and
 - b. = 75% Standard Calendar Salary Index (Appendix B) for five (5) consecutive six (6) hour days (Monday through Friday).

Residential Center Program Area

1. Part-Time Residence Workers = 72% Standard Calendar Salary Index (Appendix B).

Residential Nursing Department

1. Part-Time Residential Nurses = 72% Standard Calendar Salary Index (Appendix B).

Professional Services Program Area

1. Part-Time Staff Development Specialist Assistant = 75% Standard Calendar Salary Index (Appendix B).
2. All Other Part-Time Professional Services Employees
 - a. = 50% Standard Calendar Salary Index (Appendix B) for four (4) hours/day (Monday through Friday),
 - b. = 62.5% Standard Calendar Salary Index (Appendix B) for five (5) hour/day (Monday through Friday),
 - c. = 75% Standard Calendar Salary Index (Appendix B) for six (6) hour/day (Monday through Friday), and
 - d. = 60% Standard Calendar Salary Index (Appendix B) for eight (8) hour/day (Monday, Wednesday and Friday).

**APPENDIX H – LIST OF "AUTO-SEND" INFORMATION
AND DISTRIBUTION TIMETABLE**

Information	Distribution
1. Board Meeting Information <ul style="list-style-type: none"> a. Agenda b. Minutes of Prior Board Meeting(s) c. Other Documents, including but not limited to: <ul style="list-style-type: none"> (1) Superintendent's Report (2) Personnel Action (3) Proposed Resolutions (4) Volunteer Hours (5) Media Report (6) Donations Reports (7) Other Document d. Notice of Board Meeting 	Prior to Board Meeting
2. Approved Board Policies and Procedures	After Board Meeting
3. Agency-Wide Position Postings	When Posted
4. New Employee Form A <ul style="list-style-type: none"> a. New Hires b. Classification Change c. Department Change d. Rate Change e. Status Change 	When Signed by Employee
5. Form T-1 and Form T-2	When Department does a 7 day posting, Association will receive copy of posting with T-1 before position is filled. If no "full" posting is possible or practical, the T-1 and T-2 will be sent together and the Form A will be sent when executed.
6. Level Two and Level Three Grievance Responses	When Issued
7. Departmental Work Rules	Prior to Effective Date
8. Changes in Employee Name, Address and Phone Number	In Quarterly Roster of Employees

9. Employee Seniority List	In Quarterly Roster of Employees
10. All Proposed New Position Descriptions	Prior to Filling
11. Grievance Award Initiation/Implementation	When Directed
12. Shift Bids	When Awarded
13. Temporary Position Postings	When Posted
14. Change in State Standards	Through Addition of Association President to DODD and ODE Mailing Lists
15. Monthly "009" Financial Statement	Monthly
16. Annual "009" Financial Statement	December
17. Annual Action Plan	Annually (i) public comment "draft" and (ii) as approved
18. Five-Year Action Plan	Annually (i) public comment "draft" and (ii) as approved
19. Transportation Route "Front" Street	Following completion of annual route bidding procedure and any permanent route changes resulting in additional paid time
20. CES Job Site Information	Following Addition of New CES Job Site
a. Site Location	
b. Name(s) of Assigned Job Site Staff	
c. Schedule of Assigned Job Site Staff	
d. Initial Designation of Transportation for Consumers	
e. Initial Schedules of Vehicle Operators for Consumer Transportation to/from Job Site	
f. Name(s) and Location of Staff	Following a Change in Assignment/Site

APPENDIX I – BOARD/LEADD INFORMATION REQUEST FORM

From: _____ To: _____ Respond to: _____

Date Requested: _____ When Wanted: _____

Specific Information Requested:

Reason:

Grievance	Admin Proceed	Discipline	Negotiation	Grievance Info	Other
In assigned a Case/File Number, please identify:					

RESPONSE (to be completed by respondent)

Respondent: _____

Date Available: _____

Communication: _____

Response Request:

Request Filled by: _____ Response Date Sent: _____

APPENDIX J – DEEPWOOD CENTER WORK REQUEST FORM

Bldg./Dept.: _____ Room #/Area: _____

Authorization Signature: _____ Ph. Ext. _____ Date: _____

Description of Work: _____

----- DO NOT WRITE BELOW THIS LINE -----

Date Authorized Form Received in Maintenance: _____

Date Assigned: _____

Assigned to: _____

DATE	EMPLOYEE	TOTAL HOURS

QUANTITY	MATERIALS USED

Remarks if needed: _____

Date Completed: _____

Signature of Worker

Distribution: White and Canary – Maintenance; Pink – Department Head

ATTACHMENT 1 – ASSOCIATION BULLETIN BOARDS

Bulletin boards shall be located as follows:

1. VGC – Staff Lounge
2. VGC – D. I. Office
3. CDC – Staff Lounge
4. Broadmoor – Staff Lounge
5. Administration Building – Staff Lounge
6. Maintenance Building – Workshop
7. ARC – Staff Lounge
8. Kitchen
9. Transportation
10. Willoughby Workshop – Staff Lounge
11. Service and Support Administration
12. CES

ATTACHMENT 2 – FORM A: NEW EMPLOYEE FORM A

I, _____, hereby accept employment by the Lake County Board of Developmental Disabilities ("Board") in the classification of _____ commencing on the date of _____.

I was provided a copy of the classification system and appropriate salary and wage schedules contained in the Contract between the Board and the Professional Association for the Teaching of the Mentally Retarded ("LEADD") on _____ (date) and on that date the same was explained to me, as may relate to my training, experience, salary, and classification.

For Client Service Staff:

I claimed that I had ___ years of pre-employment experience and ___ years of educational training and hold _____ degree(s) and am receiving full credit for my training and experience up to the maximum provided in the Contract. I understand and accept that I am receiving credit for ___ education level and ___ years of pre-employment experience. I understand, agree with, and accept that my pay rate will be ___% of \$_____ annually based on the above two factors as required by the Contract and will be subsequently controlled by the Contract.

For Education Support Professionals:

I claimed that I had _____ years of pre-employment experience and am receiving full credit for my experience up to the maximum provided in the Contract. I understand and accept that I am receiving credit for _____ years of pre-employment experience. I understand, agree with, and accept that my pay rate will be \$_____ hourly based on the above fact as required by the Contract and will be subsequently controlled by the Contract.

As an employee, I recognize that I will be represented by LEADD for the purpose of collective bargaining the terms and conditions of employment and for contract enforcement. I recognize I am eligible for membership in LEADD and will be given a copy of the LEADD Contract at the commencement of my employment. I recognize that all rates, classifications, and other terms and conditions of employment are subject to the Agreement between the Board and LEADD.

Employee's Signature Date

Address

Telephone

For reasons of personal privacy, I request that my address and phone number be withheld from all persons, including LEADD.

Copy to LEADD Treasurer

Signature

ATTACHMENT 3 – FORM B: AUTHORIZATION FOR PAYMENT OF SCHEDULED HOURS NOT WORKED

Name _____ Date _____

I hereby report/request* the following time off during my scheduled work hours (circle one):

Begin	AM _____ PM _____	Date;	End	AM _____ PM _____	Date	CODE _____
	AM _____ PM _____	Date;		AM _____ PM _____	Date	_____
	AM _____ PM _____	Date;		AM _____ PM _____	Date	_____

Total hours off: _____

Please indicate (x) appropriate information in code area and provide appropriate explanation where requested:

<p>(S) SICK TIME / /</p> <p>Please check the proper reason:</p> <p>_____ Personal illness</p> <p>_____ Personal injury</p> <p>_____ Illness – immediate family</p> <p>_____ Death – immediate family</p> <p>_____ Pregnancy</p> <p>_____ Exposure to contagious disease</p> <p>If medical attention required: Doctor's Name _____ Address _____ Date consulted _____</p>	<p>(P) PERSONAL DAY / /</p> <p>Please check reason:</p> <p>_____ Necessary personal business which cannot be conducted outside workday</p> <p>_____ Emergency</p> <p>_____ Religious holiday</p> <p>_____ Other good cause (please explain)</p>
--	--

<p>(V) VACATION * / /</p> <p>_____ Regular</p> <p>_____ Other</p>	<p>(L) LEAVE WITHOUT PAY * / /</p> <p>_____ Parental leave</p> <p>_____ Personal leave</p> <p>_____ Illness or disability</p> <p>_____ Educational leave</p>
--	---

<p>(UR) UNION RELEASE / /</p> <p>_____ OEA/NEA seminars and meetings</p>	<p>(A) ASSAULT LEAVE / /</p> <p>_____ A doctor's statement may be required before sick leave is converted into assault leave; also check personal injury</p>	<p>(PA) PROFESSIONAL ABSENCE * / /</p> <p>_____ Attach explanation for proposed leave</p>
---	---	--

<p>(C) COURT LEAVE / /</p> <p>_____ Please attach copy of subpoena or state- ment from court, attorney, or UniServ Rep.</p>	<p>(I) INCENTIVE / / /</p> <p>_____</p>	<p>(JD) JURY DUTY / /</p> <p>_____ Attached copy of Jury Duty summons</p>
--	--	--

Employee's Signature: _____
(Supervisor completes information below this line)

<p>*Advanced approvals</p> <p>_____ Approval</p> <p>_____ Denial</p> <p>Date: _____</p> <p>White-Payroll Dept.</p> <p>Yellow-Dept. Head</p> <p>Pink-Employee</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; vertical-align: top;"> <p>Department:</p> <p>_____ Admin. _____ CDC</p> <p>_____ Bus. Office _____ Maintenance</p> <p>_____ Personnel _____ Food Services</p> <p>_____ VGC _____ Prof. Services</p> <p>_____ Broadmoor _____ Nursing</p> <p>_____ ARC _____ Transportation</p> <p>_____ Willoughby _____ CES</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Employee Group:</p> <p>_____ Management</p> <p>_____ LEADD</p> <p>_____ Other Exempt</p> </td> </tr> </table>	<p>Department:</p> <p>_____ Admin. _____ CDC</p> <p>_____ Bus. Office _____ Maintenance</p> <p>_____ Personnel _____ Food Services</p> <p>_____ VGC _____ Prof. Services</p> <p>_____ Broadmoor _____ Nursing</p> <p>_____ ARC _____ Transportation</p> <p>_____ Willoughby _____ CES</p>	<p>Employee Group:</p> <p>_____ Management</p> <p>_____ LEADD</p> <p>_____ Other Exempt</p>	<p>Challenge Conference</p> <p>Date _____</p> <p>Assoc. Rep. _____ Waiver _____</p> <p>Acceptance _____ Reject _____</p> <p>Expedited III _____ Waiver _____</p> <p>Manager Signature _____</p> <p>Employee Signature _____</p>
<p>Department:</p> <p>_____ Admin. _____ CDC</p> <p>_____ Bus. Office _____ Maintenance</p> <p>_____ Personnel _____ Food Services</p> <p>_____ VGC _____ Prof. Services</p> <p>_____ Broadmoor _____ Nursing</p> <p>_____ ARC _____ Transportation</p> <p>_____ Willoughby _____ CES</p>	<p>Employee Group:</p> <p>_____ Management</p> <p>_____ LEADD</p> <p>_____ Other Exempt</p>			

Department Head Signature _____

ATTACHMENT 4 – FORM C: PERFORMANCE EVALUATION

Date of Conference: _____

Program Area/Department: _____

Employee's Name: _____

Evaluator's Name: _____

Classification: _____

(attach job description)

Was the employee observed doing the job: Yes _____ No _____

A. Criteria – (include specific examples from job duties)

- 1) Quality of work (i.e.: thorough; complete; accurate; timely; organized)

- 2) Adaptability (i.e.: adjusts to work changes/procedures; handles pressures; ability to prioritize; sets realistic goals)

- 3) Cooperation (i.e.: works well with others [consumers, families, supervisors, co-workers]; attempts to resolve problems; functions well in group process)

- 4) Judgment (i.e.: ability to make decisions; ability to appropriately analyze a situation; ability to decisively and effectively deal with emergencies)

- 5) Initiative/motivation (i.e.: is a self-starter; creatively seeks solutions to problems; recognizes and addresses problems; follows through; organizes people and/or materials to reach goals)

ATTACHMENT 5 – FORM D: BID REQUEST FORM

NAME: _____ DATE OF REQUEST: _____

SHIFT PREFERENCE(S):

First Preference _____

Second Preference _____

I understand that it is my responsibility to re-submit another Bid Request Form when I want to change my shift preference. To be considered for a current shift opening created by a posted vacancy I can submit for a change in shift preference any time prior to or within the seven (7) day posting period. I further understand that I will be contacted by my Residential Director if my seniority entitles me to a preferred shift opening.

Signature

TO BE COMPLETED BY THE DEPARTMENT HEAD

Date of Hire: _____ Date Received: _____

Signature

Copy to Personnel

ATTACHMENT 6 – FORM E: LEADD
GRIEVANCE PROCEDURE LEVEL TWO

No. _____

LEADD
GRIEVANCE PROCEDURE
LEVEL TWO

Grievant _____ Program Area _____

Date of Occurrence _____ Immediate Supervisor _____

I. STATEMENT OF GRIEVANCE [Include reference to contract section(s) and page(s)]

II. BASIS OF GRIEVANCE [Include appropriate names and dates and attach applicable correspondence]

III. REMEDY SOUGHT

Grievant

Date

cc: Administration
Association

**ATTACHMENT 6(b) – LCBDD GRIEVANCE
REMEDY IMPLEMENTATION FORM**

GRIEVANCE # _____

Deciding Adminr/Arbitrator: _____ Date of Decision/Settle/Award: _____

From: _____ To: _____ Date: _____

Specific Actions Needed:

- 1.

- 2.

- 3.

cc: LEADD Designated Representative

TO BE COMPLETED BY REMEDY IMPLEMENTOR

Date received: _____ Implementor: _____

Date implemented: _____ Date actions effective: _____

Actions Taken:

- 1.

- 2.

- 3.

c: LEADD Designated Representative

**ATTACHMENT 7A – FORM T-1: TEMPORARY POSITION
JUSTIFICATION AND APPROVAL FORM**

- A. 1. Position to be filled _____
(classification)
2. Department _____
Location _____ Shift _____
3. Length of time _____
(effective and ending dates)

B. PURPOSE (Check one and complete the necessary information)

- _____ 1. "Replacing same specific bargaining unit employee who is absent from work"
- a. Name of absent employee _____
 - b. Expected length of absence _____
(effective date/ending date)
 - c. Reason for absence _____
(Attach Leave of Absence Form B[s], when applicable)
 - d. Date absence actually began _____
 - e. Who was replacing him/her prior to this time (if applicable) _____
- _____ 2. "Working with same client(s) who require(s) additional staff for behavioral or programmatic purposes."
- a. Client(s) code (e.g., Client Z) _____
 - b. Cluster/wing/classroom _____
 - c. Specify the behavioral or programmatic purpose

 - d. Date purpose began _____
Expected ending date _____
 - e. Who was performing duty prior to this time (if applicable)? _____

- f. Specific duties to be assigned (e.g., one/one) (if other than general job duties of assigned classification)
-

_____ 3. "Working on the same production project that requires additional Client Service Staff or working on the same project that requires additional Education Support Professionals."

a. Name and explanation of project _____

(Attach all appropriate supporting documents, if any)

b. Specific location of project _____

(building/shift/cluster)

c. Length (effective/ending dates of project) _____

d. Specific duties assigned (if other than general duties of assigned classification) _____

_____ 4. "Working in a vacant position during the posting and filling procedure for vacancies."

a. Position (identify as required posting) _____
(Attach posting) (class./dept./location/shift)

b. Date of posting _____

c. Effective date, i.e., knowledge of vacancy _____

d. Anticipated starting date on posting _____

e. Anticipated length of temporary assignment _____

Date of Position Request

Requested by

Position Approved ()

Position Disapproved ()

Superintendent/Designee

Date

* To be submitted to LEADD on date of approval/denial

**ATTACHMENT 8 – EMPLOYEE REQUEST
FOR A FLEX SCHEDULE CHANGE**

Name _____ Shift _____

The following is my request for a change of my fixed or pre-approved schedule:

FOR WORK WEEK BEGINNING SATURDAY _____ :
(month/day)

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Date								
Hours Worked/ Scheduled								
Requested Change(s)								
Reason								

FOR WORK WEEK BEGINNING SATURDAY _____ :
(month/day)

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Date								
Hours Worked/ Scheduled								
Requested Change(s)								
Reason								

Employee Signature

Date Form Submitted

Schedule Change Approved ()

Schedule Change Denied ()

Manager Signature

Date

jmh:depts(04.18.97)

ATTACHMENT 9 (per Article III, Part IV, Section 2.)

- i. Scope of the Work – [job classification(s) and work process(es) involved];
- ii. Equipment and Training Requirements – [extent of specialized equipment and staff experience/training required];
- iii. Nature of Work – [health, safety and material handling requirements];
- iv. Manpower Requirements – [size and skill level of the work force required];
- v. Emergency Circumstances – [special materials, equipment and/or work processes involved];
- vi. Work Site Availability – [e.g., shutdown, holiday or weekend];
- vii. Timeline Requirements – [e.g., licensure, building code or other inspections; weather; program related];
- viii. Quality Control – [work practices involving quality control factors];
and
- ix. Financial Impact – [service contracts and warranties].

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