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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ATHENS COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

AND

THE ATCO-BEACON EDUCATION  
ASSOCIATION

FEBRUARY 22, 2017 TO FEBRUARY 21, 2019

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE ATHENS COUNTY BOARD OF DEVELOPMENTAL  
DISABILITIES  
AND THE  
ATCO-BEACON EDUCATION ASSOCIATION**

This contract is made by and between the Athens County Board of Developmental Disabilities and the Atco-Beacon Education Association, hereinafter referred to respectively as the "Board" and the "ABEA".

Wherever the following terms are used, they shall be defined as follows:

Board - Wherever "Board" is used, it shall mean The Athens County Board of Developmental Disabilities.

Association - Wherever "Association" is used it shall mean Atco Beacon Education Association.

Employee -Wherever "Employee" is used it shall mean Bargaining Unit Member.

Member - Wherever "Member" is used it shall mean Bargaining Unit Member.

**ARTICLE I  
RECOGNITION**

**SECTION 1.01      RECOGNITION**

The Board recognizes the ABEA, an affiliate of the Southeastern Ohio Education Association; the Ohio Education Association; and the National Education Association as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for negotiating wages, hours, or terms and conditions of employment and provision for all members of the bargaining unit, including, but not limited to, the following classifications:

**Bargaining Unit 1**

Both full and part-time instructors (by way of example: Beacon Instructors, E.I. Specialists, physical development specialist); Instructor Assistants (by way of example: Beacon assistants, E. I. assistants); Workshop Specialist 2 (by way of example: production, habilitation, community inclusion specialist, training coordinator); Habilitation Specialist II (by way of example: Habilitation Specialist-Life Skills Trainer, Speech and Language Pathologist Assistant, Transition Coordinator, Job Sampling Coordinator, job developer; physical therapist, physical therapy assistant, speech and language development specialist, occupational therapist, occupational therapy assistant, and adult service aides.

The ACBDD and ABEA acknowledges that funding from a cooperative agreement with the WCBDD involving Opportunities for Ohioans with Disabilities (OOD) is used to partially fund the Transition Coordinator position with other funding from Title VI-B funds (initial part-time funded by Title VI-B funds) which together fully support to a full-time position and if needed, may create a full-time or part-time Internship Coordinator position. Both parties agree and acknowledge that if funding is lost because the above mentioned cooperative agreement is terminated, the full-time Internship Coordinator position will be abolished and the full-time Transition Coordinator position will revert back to part-time status without following the procedures contained in Article XII Reduction in Working Force. Both parties also agree that if the Title VI-B funds cease for the Transition Coordinator, the position will revert to part-time (if OOD Contract funds continue) or be abolished if OOD Contract funds discontinue and Article XI Vacancy, Transfer, and Promotion and Article XII Reduction in Working Force need not be followed.

## **Bargaining Unit 2**

Habilitation Specialist 2 (by way of example: Behavior Specialist)

## **Exclusions**

Excluded positions from the bargaining unit are the Superintendent, Assistant Superintendent, director of education/principal, director of finance and operations, director of human resources, Medicaid manager, business manager, director of adult services, habilitation manager, case manager, Atco transition manager, director of nursing, maintenance supervisor, transportation supervisor, bus drivers, secretaries, cooks, janitors, and all other confidential classifications not included in this contract.

In the event that a new position is created by the Board, the Board shall determine whether a new position will be included in or excluded from the bargaining unit and shall so advise the ABEA in writing within five (5) calendar days. If the ABEA disputes the Board's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the ABEA's notification to the superintendent. If the parties agree on the determination, it shall be implemented as agreed by the Board and the ABEA. If the parties do not agree, the position(s) shall be subject to challenge by the ABEA to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## **SECTION 1.02 IMPACT ON RECOGNITION ISSUES**

Due to the anticipated closing of the sheltered workshop December 2018, every attempt will be made by Management to transition ATCO sheltered workshop bargaining unit members affected by the closure to other employment opportunities with the ACBDD. In addition, to facilitate and assist all impacted employees, a sub-committee of the Labor/Management committee will be developed to create outplacement assistance such as resume writing assistance, job search and interviewing skill development, arranging visits by local employers, etc.

No work duties currently being performed by bargaining unit members at Beacon School or PersonnelPlus shall be subcontracted to Atco, Inc. employees or any other entity without direct negotiations between the board and designated representatives of the Association.

## **ARTICLE II**

### **COLLECTIVE BARGAINING**

#### **SECTION 2.01 PROCEDURE**

- A. Either the ABEA or the Board may initiate negotiations in accordance with the Ohio Revised Code 4117 and SERB rules, not earlier than the one hundred twenty (120) days and no later than the sixty (60) days prior to the expiration of the contract. Within fifteen (15) days of the transmittal of said notice, the parties shall hold their first negotiations session.
- B. Negotiating Terms: The collective bargaining procedure shall be conducted between representatives of the Board and the ABEA. Bargaining collectively means to perform the mutual obligation of the public employer by its representatives, and the representatives of its bargaining unit members to negotiate in good faith at reasonable times and places (as agreed to by members of both parties) with respect to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- C. Negotiating in Executive Session: All negotiations shall be in executive session, meaning: only members of the teams, third party consultants as provided for in this procedure, and others as mutually agreed to between the teams shall be in the room in which the negotiating session is being held.
- D. Consultants: Either team may utilize the assistance of consultants or staff personnel as it deems necessary, at any session to assist in the process. Cost of such consultants or staff personnel shall be borne by the party utilizing them.
- E. If, after forty-five (45) calendar days from the first negotiations session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in the request.
- F. This impasse procedure shall supersede and replace the impasse procedures set forth under Ohio Revised Code 4117.14. The parties pledge to negotiate in good faith and in the event of failure to achieve a settlement, to utilize in good faith mediatory facilities of the Federal Mediation and Conciliation Service (FMCS).



1. Either party may declare impasse; once impasse is declared, FMCS shall be contacted for the assignment of a mediator.
2. The parties will mediate in good faith for a period of time not to exceed thirty (30) days. This time limit can only be extended by mutual agreement of the parties reduced to writing.
3. If at the end of the mediation period a voluntary settlement has not been achieved, the Board will make a final offer to the Association. The Association will cause a vote of its membership on this final offer.
4. If the Association rejects the Board's final offer, the Association may choose to return to the negotiations table, or give the Board a ten (10) day strike notice in accordance with Ohio Revised Code 4117 procedures.

**SECTION 2.02      NO WORK STOPPAGES / NO LOCKOUTS**

- A. The purpose of this Agreement is to insure working harmony for its duration and in furtherance of such objective the parties have provided for the resolution of grievances or disputes by binding arbitration.
- B. Accordingly, the Board agrees that during the term of the contract it shall not shut out or lock out the bargaining unit members. The ABEA agrees that during such term its members shall not engage in any work stoppage, slow down, sit down or sympathy strike, nor honor any picket line by non-Board bargaining unit members unless failure to do so reasonably would jeopardize the personal safety of the ABEA member involved.
- C. In the event activity proscribed in section 1 of this Article occurs, ABEA will immediately instruct the unit bargaining unit members involved, orally and in writing, that they are ordered to return to the proper performance of their assigned work.

**SECTION 2.03      CONTRACT DISTRIBUTION**

Within thirty (30) calendar days after this contract is signed, copies shall be printed and distributed to each employee by the Association. The expense of printing and distributing shall be borne equally by the Association and the Board.

**SECTION 2.04      ENTIRE AGREEMENT**

The Board and the ABEA for the duration of this agreement each waives and acknowledges that the other party is not obligated to bargain collectively with respect to any matter specifically covered in this agreement.

## **SECTION 2.05 LABOR MANAGEMENT MEETINGS**

- A. In the interest of sound labor/management relations, unless mutually agreed otherwise, the labor/management shall meet at least monthly commencing on a mutually agreed upon date and time. The facilitation of the meetings will alternate monthly between union and Management.
- B. Agenda items will be exchanged between labor and management at least five (5) days prior to the meeting when possible. The agenda will serve only as a guide and will not be a limitation of the topics to be discussed. The meetings will be attended by the Executive Committee of the Union, managers that supervise Union members when appropriate, and the ACBDD Superintendent. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure. The purpose of such meetings may include but not be limited to the following:
1. Discuss the administration of this agreement.
  2. Notify the Association in advance if possible of changes made by the employer which affect bargaining unit members.
  3. Discuss ways to increase productivity and efficiency.
  4. Consider health and safety matters related to employees.
  5. Receive input from the Association on present and proposed work rules, policies and procedures. The Administration will follow-up with the Association's representatives on the Labor-Management Committee on recommendation and outcomes for issues addressed at the next scheduled meeting.
  6. Addressing the concerns of bargaining unit members whose job security may or will be affected by Vacancies, Transfers, Promotions, and Reductions in Force as described in Article 11 and Article 12 of this agreement.
  7. Issues that come to Labor Management Committee should not be addressed directly to the Board in a Board meeting.
  8. Discuss ways to ensure the quality services at Beacon School and the Adult Program are sustainable, and effective for individuals with DD in Athens County. Issues might include: Employment First Initiative, the federal Olmstead Decision, waiver costs, etc.
- C. The Labor-Management Committee will develop a survey for employees to share input into the County Board mission, administrative team, services, and future goals. Unsigned surveys will be disregarded. These surveys will be reviewed by the Labor-Management Committee and provided to the Board.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**SECTION 3.01 MANAGEMENT RIGHTS**

- A. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure; including without limitation determining the scope of and types of courses, classes, programs and services to be offered; determining the manner and method by which such programs and services shall be rendered;
  2. Direct, supervise, evaluate, or hire employees;
  3. Maintain and improve the efficiency and effectiveness, safety and order, of its operations; including determining the amounts and types of equipment and supplies to be utilized;
  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; including determining the number of certified bargaining unit members to be actively employed from time to time and the staffing patterns for utilization of such bargaining unit members; determining the duties to be performed by any bargaining unit member;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the work force;
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**SECTION 4.01 DEFINITIONS**

- A. A "grievance" is a claim by a member(s) of the bargaining unit or the Association that there has been violation, misinterpretation, or misapplication of any provision(s) of this agreement.
- B. "Grievant" is the person or the Association initiating the grievance.
- C. 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.
- D. The term "days" when used in this article shall mean working days unless otherwise indicated. Thus, weekend and vacation days are excluded. Illness or other physical incapacity by either party will extend the grievance procedure. Every effort shall be made to adhere to the time limits as specified, but if either party cannot, he/she may seek written extension.

For the purpose of counting days when an issue or grievance is presented, the following day begins the count.

- E. 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 classification changes).
- F. The term "employment agreement" shall be defined as position descriptions and/or supplemental contracts.

**SECTION 4.02 PURPOSE**

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.

**SECTION 4.03 PROCEDURE**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, however, they may be extended by mutual written agreement.

- B. The grievance procedure will follow its regular pattern except for the grievant(s) or immediate supervisor's vacation period. The grievant must notify the appropriate administrative parties at the arrived level, of his/her vacation dates, so that the grievance may be resumed after his/her vacation has terminated.
- C. A grievant may be represented at any level of this grievance procedure by a person(s) appointed by the ABEA. The Association shall be present at the resolution of all grievances. In each facility, at least one (1) person shall be named ABEA Grievance Representative and shall normally act as the representative at facility level grievances and other normal times that a bargaining unit member desires a representative. If no other time except during working hours is possible, necessary release time will be provided these representatives for hearings. The bargaining unit member must be present if possible at all levels.
- D. Upon request of the immediate supervisor of his/her designated representative, the grievant and/or at least one (1) member of the affected group must be present at level two (2) or three (3) hearings.
- E. Meetings and hearings held under this procedure shall be conducted at a time and place that is mutually agreed upon by both parties. If a meeting or hearing cannot be held within the contractually-specified time limit, then the parties shall agree in writing to extend the time limit by no more than five (5) days unless mutually agreed otherwise. Subpoenaed witnesses shall be permitted to attend an arbitration hearing without loss of pay or benefits.

#### **LEVEL 1 (IMMEDIATE SUPERVISOR)**

- A. Not later than fifteen (15) days after the event or circumstances giving rise to the grievance has occurred and the grievant knew or should have known, a bargaining unit member with a grievance shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. The supervisor will respond in writing not later than 2 work days thereafter.
- B. If the grievance is not settled at the informal verbal step, the employee or Association representative, not later than 3 days following the supervisor's verbal response, will submit the grievance in writing to the immediate supervisor. The written grievance will include a written statement of the grievance, a list of articles or sections violated, the relief sought, and signed by the employee or Association representative. (Appendix A). the Supervisor will respond to the grievance in writing within 5 days of the receipt of the written grievance. If this does not resolve the grievance, it may be appealed to Level 2.

#### **LEVEL 2 (SUPERINTENDENT)**

- A. Within five (5) days following the date of the supervisor's written response at the first level, the grievance may be appealed by the employee and/or the Association representative to the Superintendent. The appeal shall be on the form designated by the union with a written statement of the grievance and signed by the employee and the association representative. Within 30 days of receipt of Level 2 grievance, a date for the hearing shall be arranged between

the bargaining unit member, the Superintendent or his/her designated representative (who must be someone other than the bargaining unit member's immediate supervisor), and a representative of the ABEA, and other parties that may be needed to give information relative to the claim. A decision from the Superintendent or designee shall be rendered in writing within 10 days of the hearing.

### **LEVEL 3 (ARBITRATION)**

- A. In the event the Association is not satisfied with the disposition at Level 2, or no decision has been rendered within ten (10) days after the Level 2 hearing, the grievance may be submitted through the Association to arbitration. The American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS) shall be petitioned by the parties to provide a list of fifteen (15) arbitrators. If there is no mutually selected arbitrator, another list of fifteen (15) arbitrators shall be sent. The arbitrator shall be appointed by the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS), according to its voluntary rules and regulations. Information submitted to the arbitrator shall be confined to the information and position related to the lower levels of the grievance and proceeding relative to the parties concerned. The arbitrator shall not have the authority to add, subtract from, modify, change or alter any of the provisions of the current Collective Bargaining Contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her.
- B. The arbitrator shall issue his/her award within thirty (30) days of the close of the hearing to the Superintendent and the Association, or as determined at the close of the hearing. His/her decision shall be final and binding upon both parties. Cost of the arbitrator's services shall be borne equally by the Board and the ABEA.
- C. Following resolution of grievance there will be a meeting held by the Labor Management Committee for evaluation within 30 days.

### **SECTION 4.04      MISCELLANEOUS**

- A. The grievant may be represented at any level of the grievance procedure and is recognized to have the right to counsel if criminal charges have been filed. Such counsel or representative may be any person so designated by the grievant.
- B. Nothing in this procedure shall be construed as so to deny the ABEA or its representative the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them, at their sole discretion, more appropriate. Nothing in this procedure shall be construed to deny the individual, the ABEA or its representatives, or the administration the right to seek redress by law. No settlement shall be in conflict with any provision of this agreement.

- C. A grievance may be withdrawn at any level without prejudice or record, but would be considered resolved.
- D. Copies of all written decisions of grievances shall be sent to all parties involved: the ABEA President, the grievant, the Superintendent, and the appropriate supervisor.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in the Agreement. All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants and shall be treated as confidential materials.
- F. Forms for processing grievances shall be made available, duplicated and distributed by ABEA. Forms will be found in Appendix B of this agreement and may be obtained from the Administrative Secretary to the Superintendent, building representatives, Chairperson of ABEA Grievance Committee, and the President of the ABEA.
- G. No grievant may be represented in the grievance procedure by any organization other than the ABEA, OEA, and NEA.

**ARTICLE V**  
**EMPLOYEE DISCIPLINE**

**SECTION 5.01      EMPLOYEE DISCIPLINE PROCESS**

- A. The Administration shall have the right to discipline bargaining unit members for just cause. Disciplinary action shall be implemented within twenty (20) working days of the alleged offense or knowledge by management of the offense. Within 2 days (as defined in Section 4.01D) of discovery, the Administration will notify the employee an allegation that may result in disciplinary action has been made against him/her and further information will be shared as soon as possible following the completion of the investigation. The Administration will make every effort to keep the disciplinary process as confidential as possible and to discipline in as private a manner as possible.
- B. Depending on the severity of the offense, the Administration may initiate discipline at any step of the following progressive discipline procedures.
  - 1. Oral warning
  - 2. Written reprimand
  - 3. Disciplinary suspension, which may be a paid working suspension or unpaid non-working suspension
  - 4. Termination
- C. Removal, reduction in pay or classification, or suspension of a bargaining unit member shall be only for just cause.

- D. The Administration may duplicate any step in an appropriate case or may adjust the duration of the disciplinary suspension as it deems appropriate, depending upon the offense involved, the bargaining unit member's work record, the number of other effective record offenses possessed by the bargaining unit members and the presence or absence of mitigating circumstances. The Administration, however, will treat similarly situated bargaining unit members as similarly as is possible and practical under the circumstances.
- E. A bargaining unit member cannot be disciplined twice for the same offense and the Administration shall investigate every disciplinary case as promptly and as thoroughly as is practical. Should new or additional evidence, however, be discovered within five (5) days of imposition of discipline which evidence reflects upon the severity of the offense or reveals other or additional offenses, the discipline imposed may be adjusted appropriately in light of such new or additional evidence.
- F. Offenses for which the penalty assessed was an oral warning or a written reprimand shall remain effective as a part of the bargaining unit member's record for a period of one (1) year after date of assessment. Offenses for which the penalty was an oral warning shall be placed in a separate disciplinary file. Offenses for which the penalty assessed was a disciplinary suspension shall remain effective of record for a period of three (3) years after the last day of such suspension. Offenses for which the discipline was termination shall remain a part of the permanent record.
- G. The Administration, in connection with a potential disciplinary case, may suspend a bargaining unit member from duty pending investigation. The bargaining unit member's regular pay shall continue during any such investigative suspension and said suspension shall not be deemed to be a form of discipline nor treated as a disciplinary suspension for any purpose.
- H. A bargaining unit member, upon request, shall be provided with a copy of any memo or oral warning, written reprimand, or record of disciplinary suspension invoked.
- I. A bargaining unit member who has been disciplined will be given a copy of the notice describing the reason or reasons for which he/she has been disciplined.

## **SECTION 5.02 PRE-DISCIPLINARY CONFERENCE**

- A. Prior to implementing discipline, when the Superintendent or designee determines that an employee has committed an offense which may cause reduction in pay or position, suspended or terminated, a pre-disciplinary conference will be scheduled to inform the employee of the nature of the charge or allegation.
- B. Pre-disciplinary conferences will be conducted by the Superintendent.
- C. Not less than five (5) days prior to the scheduled starting time of the conference, the Superintendent or designee will provide to the employee a written outline of the charges which may be the basis for disciplinary action. This outline will state the date(s), location(s), and



nature of the alleged offense(s). If known and applicable, the written outline will also include the approximate time of day that the alleged offense(s) occurred. (Example: "time of day" would not be applicable if the charges dealt with loss of certification or conviction of a felony, etc.)

- D. At the pre-disciplinary conference, the Superintendent will ask the employee or his/her union representative to respond to the allegations of misconduct which were outlined to the employee. Employees are not required to respond.
- E. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee has the right to union representation.
- F. The conference shall be informal. The Superintendent will prepare a written conclusion as to whether or not the alleged conduct occurred. The Superintendent will decide what discipline, if any, is appropriate, and notify the employee in writing. A copy of the neutral person's report will be provided to the employee within five (5) days following its preparation. Any discipline shall be for just cause.

## **ARTICLE VI RIGHTS OF THE ASSOCIATION**

### **SECTION 6.01 ANNOUNCEMENTS/MAILBOXES**

- A. The Board shall grant such exclusive rights necessary to provide for proper representation of the staff, including use of a designated bulletin board at each site and use of employees' mailboxes. The Board and the Association will be the only authorized entities to place material in mailboxes.
- B. The ABEA will be permitted to post written materials on faculty bulletin boards which will be provided by the Board. The ABEA will be permitted to make ABEA announcements at general staff meetings and an ABEA representative will be recognized and given the opportunity to address the Board at all regular Board meetings.

### **SECTION 6.02 ASSOCIATION LEAVE**

- A. The Association shall have a total of seventy-five (75) hours leave with pay for Association business in each calendar year. The President of ABEA will notify the Superintendent in writing of the days to be used by ABEA members, not to exceed two (2) at any given time, except by mutual agreement, shall be granted Association leave.

### **SECTION 6.03 BOARD AGENDA/PUBLIC DOCUMENTS**

The Board will give the designated ABEA representative the board agenda before each board meeting and to give a copy of the minutes after each board meeting. The Board will inform the Union in advance of all special board meeting by email. The Board will make available to the ABEA and furnish copies of public information and documents requested by the ABEA to allow the ABEA to be knowledgeable in areas that may be negotiated.

### **SECTION 6.04 LOUNGE**

An appropriate furnished room with a telephone will be reserved as a staff lounge for all bargaining unit members.

### **SECTION 6.05 MEETINGS/EQUIPMENT/SUPPLIES**

As the recognized agent for collective bargaining, ABEA will be permitted to use program buildings for meetings. These meetings shall not interfere with and shall not occur during the normal work day, and shall not interfere with nor interrupt normal instructional programs. The ABEA will be permitted to use Board-owned, designated equipment such as the approved copier and the approved computer. All materials and supplies used by ABEA for ABEA business shall be furnished by ABEA.

### **SECTION 6.06 NEW EMPLOYEES**

- The Board will notify the President of the Association of the appointment of any individual to classifications within the bargaining unit. The notice will show name, work location, classification and effective date, years experience, and starting salary.

### **SECTION 6.07 NEW POSITIONS: SPECIAL SERVICES**

When money or title grants for additional professional positions or special services become available to the Board, the staff of the program shall be given the opportunity to discuss with the Management Team and provide input concerning the types of services or staff needed.

The Management Team will meet with the staff to provide recommendations for program or personnel according to grant guidelines. Bargaining unit members will have an opportunity to work in conjunction with the Management Team to establish its priorities for these services and positions.

The priorities as established by the bargaining unit members and Management Team shall be submitted in writing to the Board for its consideration.

## **SECTION 6.08 TELEPHONE**

Association officers and building representatives shall have the right to reasonable use of the Board telephone in order to carry out his/her official Association responsibilities, provided such use does not interfere with program operations. Cost of such calls is to be borne by the Board except for long distance calls, which the Association must pay.

## **SECTION 6.09 UNION REP. ACCESS**

The OEA Consultant representative shall have the right to contact employees during off duty time (before and after work hours and during break) on Board premises. Such contacts shall not interrupt instructional or work time of employees. The OEA representative and Union officers shall report to the building office to notify the appropriate administrator when visiting work locations other than their own. Upon prior approval of the Superintendent or his/her designee, Association representatives may meet with employees and/or the Administration during duty hours.

## **ARTICLE VII** **INDIVIDUAL RIGHTS**

### **SECTION 7.01 ACCESS TO RULES AND REGULATIONS**

A. Copies of the following most current rules and regulations shall be available and easily accessible to the staff for reference as soon as available, or employees shall be directed where to access this information via internet.

### **SECTION 7.02 CIVIC ORGANIZATIONS**

Employees have the right to participate in professional and civic organizations for their personal benefit and interest as long as it does not occur on the program premises or during the regular program day.

### **SECTION 7.03 DAMAGE REIMBURSEMENT**

Bargaining unit members are aware of possible damage to personal apparel or effects in the course of employment and, accordingly, are expected not to attire themselves with items of unusually high value for the work required. Any personal property medically essential to the health or job duties of the employee, such as eye glasses, hearing aids, damaged by a client or student shall be replaced by the Board without cost to the bargaining unit member, by utilizing insurance as first option, provided the incident is promptly reported and properly documented. Clothing and watches damaged during the course of the employee's job duties will be reimbursed up to fifty dollars (\$50.00) during the course of the contract.

#### **SECTION 7.04 HEALTH AND SAFETY**

- A. The Board shall provide safe and healthful working conditions for all members of the bargaining unit at each work site and facility in or around which members have assigned responsibilities.
- B. The employer shall ensure that there is reasonable access to adequate First Aid kit(s) at each work site, which shall be maintained at designated locations.
- C. The Board shall maintain a program of infectious and communicable disease control.
- D. Board approved vaccinations will be provided to those direct service employees who request such vaccination. Any bargaining unit member who declines Board approved vaccinations shall be required to sign a waiver which holds the Board harmless of any liability.
- E. Members of the bargaining unit shall abide by negotiated Board policies in effect at the time of employment, unless his/her personal safety is threatened.
- F. Labor-Management will develop a procedure to address bargaining unit members concerns regarding their health and safety while serving individuals with challenging behaviors.

#### **SECTION 7.05 NON DISCRIMINATION**

The Board and ABEA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, genetic information, veteran status, or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

#### **SECTION 7.06 POLITICAL ACTIVITY**

Political activities are not to take place during working hours as governed by R.C §124.57.

#### **SECTION 7.07 WEARING OF INSIGNIAS**

Members of the bargaining unit may wear unobtrusive insignias, pins, or other identification of membership in the ABEA or other organizations, civic or professional on program premises. However, this in no way entitles them to verbal solicitation regarding these organizations during the program hours.

**ARTICLE VIII  
COMPENSATION**

**SECTION 8.01 SALARY SCHEDULES**

- A. The salary schedules and index for Beacon bargaining unit members on a schedule for February 22, 2017 are set forth in Article VIII, Section 8.02, Salary Schedules to this Agreement. The salary schedules and index for Atco bargaining unit members on a schedule for February 22, 2017 are set forth in Article VIII, Section 8.04, Salary Schedules to this Agreement.
- B. Bargaining unit members at Beacon School hired after August 21, 1995 shall be placed on the salary schedule found in Article VIII, Section 8.02, Item B.
- C. Effective August 22, 2013 Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapy Assistant, and Speech Therapist positions are on separate pay schedules. (Items C, D and E), The salary schedules for occupational therapy, physical therapy, and speech therapy bargaining unit members on a schedule for February 21, 2017 are set forth in Article VIII, Section 8.02, salary schedules C, D and E.
- D. The Speech Language Pathologist Assistant will be compensated on the Instructor Assistant Beacon Salary Schedule and Index (Per April 14, 2010 Labor Management Meeting).
- E. The base salary on all salary schedules shall be increased by the following: 2% effective February 22, 2017, and 2.5% effective February 22, 2018.

**SECTION 8.02**

<b>New Rates Effective February 22, 2017</b>					
<b>Beacon Staff Hired Before 08/22/1995</b>					
Step	Inst. Asst.	BA/C	BA/C+23	MA/C	MA/C+30
0	26,062	36,501	39,239	41,976	44,531
1	27,449	38,326	41,064	43,983	46,538
2	28,873	40,151	42,889	45,991	48,363
3	30,259	41,976	44,714	47,999	50,371
4	31,609	43,802	46,538	50,006	52,379
5	32,997	45,627	48,363	52,014	54,386
6	34,421	47,451	50,189	54,022	56,394
7	35,808	49,276	52,014	56,030	58,402
8	37,194	51,101	53,839	58,036	60,410
9	38,581	52,926	55,664	60,044	62,417
10	39,969	54,752	57,489	62,052	64,424
11		56,577	59,314	64,059	66,432
12		58,402	61,140	66,067	68,439
13		60,227	62,965	68,075	70,447
14		62,052	64,789	70,082	72,455
25	41,064	63,512	66,432	71,907	74,097

**New Rates Effective February 22, 2018**

**Beacon Staff Hired Before 08/22/1995**

<b>Step</b>	<b>Inst. Asst.</b>	<b>BA/C</b>	<b>BA/C+23</b>	<b>MA/C</b>	<b>MA/C+30</b>
0	26,714	37,414	40,220	43,025	45,644
1	28,135	39,284	42,090	45,083	47,702
2	29,594	41,155	43,961	47,141	49,572
3	31,016	43,025	45,831	49,199	51,630
4	32,400	44,897	47,702	51,257	53,688
5	33,822	46,767	49,572	53,315	55,746
6	35,281	48,638	51,444	55,372	57,804
7	36,703	50,508	53,315	57,430	59,862
8	38,124	52,379	55,185	59,487	61,920
9	39,546	54,249	57,056	61,545	63,978
10	40,968	56,121	58,926	63,603	66,034
11		57,991	60,797	65,661	68,092
12		59,862	62,668	67,719	70,150
13		61,732	64,539	69,777	72,208
14		63,603	66,409	71,834	74,266
25	42,090	65,100	68,092	73,705	75,949

**New Rates Effective February 22, 2017**

**Beacon Staff Hired After 08/21/1995**

		BA/C	BA/C+23	MA/C	MA/C+30
0	22,631	36,501	38,691	41,247	43,253
1	23,726	37,961	40,334	43,071	45,079
2	24,820	39,421	41,976	44,896	46,904
3	25,916	40,881	43,619	46,721	48,729
4	27,011	42,341	45,261	48,546	50,554
5	28,106	43,802	46,904	50,371	52,379
6	29,200	45,261	48,546	52,196	54,204
7	30,296	46,721	50,189	54,022	56,030
8	31,391	48,182	51,831	55,847	57,854
9	32,486	49,641	53,473	57,672	59,679
10	33,581	51,101	55,117	59,497	61,504
11	34,676	52,562	56,759	61,321	63,329
12	35,771	54,022	58,402	63,146	65,154
13	36,866	55,481	60,044	64,972	66,979
14	37,961	56,941	61,687	66,797	68,805

**New Rates Effective February 22, 2018**

**Beacon Staff Hired After 08/21/1995**

Step	Inst. Asst.	BA/C	BA/C+23	MA/C	MA/C+30
0	23,197	37,414	39,659	42,278	44,335
1	24,319	38,910	41,342	44,148	46,206
2	25,441	40,406	43,025	46,019	48,077
3	26,564	41,903	44,709	47,889	49,947
4	27,686	43,400	46,392	49,760	51,818
5	28,808	44,897	48,077	51,630	53,688
6	29,930	46,392	49,760	53,501	55,559
7	31,054	47,889	51,444	55,372	57,430
8	32,176	49,386	53,127	57,243	59,301
9	33,298	50,882	54,810	59,113	61,171
10	34,421	52,379	56,494	60,984	63,042
11	35,543	53,876	58,178	62,854	64,912
12	36,665	55,372	59,862	64,725	66,783
13	37,787	56,868	61,545	66,597	68,653
14	38,910	58,365	63,229	68,467	70,525

**New Rates Effective February 22,2017**

<b>Beacon Therapists Salary Schedule</b>					
<b>Step</b>	<b>Occupational Therapist</b>	<b>Occupational Therapist Asst.</b>	<b>Physical Therapist</b>	<b>Physical Therapist Asst.</b>	<b>Speech Therapist</b>
0	51,817	32,523	53,727	33,287	52,986
1	53,889	33,824	55,876	34,618	55,105
2	55,962	35,126	58,025	35,950	57,225
3	58,035	36,426	60,174	37,282	59,344
4	60,107	37,727	62,323	38,613	61,463
5	62,180	39,028	64,472	39,945	63,583
6	64,253	40,329	66,621	41,276	65,702
7	66,325	41,630	68,770	42,608	67,823
8	68,398	42,931	70,919	43,939	69,942
9	70,471	44,232	73,068	45,270	72,061
10	72,543	45,533	75,218	46,603	74,181

**New Rates Effective February 22,2018**

<b>Beacon Therapists Salary Schedule</b>					
<b>Step</b>	<b>Occupational Therapist</b>	<b>Occupational Therapist Asst</b>	<b>Physical Therapist</b>	<b>Physical Therapist Asst</b>	<b>Speech Therapist</b>
0	53,112	33,337	55,070	34,119	54,311
1	55,237	34,670	57,273	35,484	56,483
2	57,361	36,004	59,475	36,849	58,656
3	59,486	37,337	61,679	38,214	60,828
4	61,610	38,670	63,881	39,578	63,000
5	63,734	40,003	66,084	40,943	65,173
6	65,859	41,338	68,286	42,308	67,345
7	67,984	42,671	70,489	43,673	69,518
8	70,108	44,004	72,692	45,038	71,690
9	72,233	45,338	74,895	46,402	73,862
10	74,356	46,671	77,098	47,768	76,035



## **SECTION 8.03      BEACON CLASSIFICATION DEFINITIONS**

### **A. Instructor Assistant**

This classification requires ninety (90) quarter hours and/or appropriate experience with DD population. This position will entail duties under the supervision of a classroom teacher such as construction of education materials under the direction of a teacher, supervision of children for brief periods of time when it is necessary for teachers to be out of the room. Bargaining unit member would not progress this column unless he/she is reclassified or promoted.

### **B. BA/C**

This classification will be the minimum entry level for all teaching personnel in the Beacon program. Bachelor's degree with certification by the Department of Education of the Department of Development Disabilities as required with job classifications determined by state standards.

### **C. BA/C + 23**

Bachelor of Arts with certification by the Department of Education or Division of Developmental Disabilities as applicable plus twenty-three (23) quarter hours in Special Education or allied fields as approved by the Board.

### **D. MA/C**

Master's Degree in Special Education of allied field as approved by the Board with certification by the Department of Education and/or the Department of Developmental Disabilities.

### **E. MC/C + 30**

Master's Degree in Special Education of allied field as approved by the Board with certification by the Department of Education and/or Department of Developmental Disabilities plus thirty (30) quarter hours in Special Education of allied fields as approved by the Board.

### **F. The Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapy Assistant, and Speech Therapist, hired after August 22, 2007 are on salary schedules D, E and F.**

**New Rates Effective February 22, 2017**

**ATCO Salary Schedule**

Step	ND-1	ND-II	NC-II+23	GF	BA	BA+23	MA
0	20,878.01	28,001.63	31,493.30	38,863.35	37,911.76	40,144.77	42,002.44
1	22,015.37	29,518.10	33,009.78	40,690.69	38,658.62	42,002.44	43,860.12
2	23,152.71	31,034.57	34,526.25	42,518.04	40,144.77	43,860.12	45,721.59
3	24,290.07	32,551.04	36,042.71	44,345.40	41,630.91	45,721.59	47,579.27
4	25,427.42	34,067.51	37,559.18	46,176.53	43,117.05	47,579.27	49,436.94
5	26,564.78	35,583.98	39,075.66	48,007.67	44,603.19	49,436.94	51,294.62
6	27,702.13	37,100.46	40,592.13	49,835.01	46,089.34	51,294.62	53,152.29
7	28,839.48	38,616.93	42,108.59	51,662.36	47,575.48	53,152.29	55,009.97
8	29,976.83	40,133.39	43,625.07	53,493.51	49,065.40	55,009.97	56,871.44
9	31,114.18	41,649.87	45,141.54	55,320.85	50,547.76	56,871.44	58,729.12
10	32,251.54	43,166.34	46,658.01	57,148.20	52,037.69	58,729.12	60,586.79
11					53,523.84	60,586.79	62,444.47
12					55,009.97	62,444.47	64,305.93
13					56,499.90	64,305.93	66,163.62
25	33,388.89	44,682.81	48,174.49	60,806.68	59,472.19	68,021.29	69,878.97

**New Rates Effective February 22, 2018**

**ATCO Salary Schedule**

Step	ND-1	ND-II	NC-II+23	GF	BA	BA+23	MA
0	21,399.96	28,701.67	32,280.63	39,834.94	38,859.56	41,148.39	43,052.50
1	22,565.75	30,256.05	33,835.02	41,707.96	39,625.09	43,052.50	44,956.63
2	23,731.53	31,810.43	35,389.40	43,581.00	41,148.39	44,956.63	46,864.63
3	24,897.32	33,364.82	36,943.78	45,454.03	42,671.68	46,864.63	48,768.75
4	26,063.11	34,919.20	38,498.16	47,330.94	44,194.98	48,768.75	50,672.86
5	27,228.90	36,473.58	40,052.55	49,207.86	45,718.27	50,672.86	52,576.99
6	28,394.68	38,027.97	41,606.93	51,080.89	47,241.57	52,576.99	54,481.10
7	29,560.47	39,582.35	43,161.31	52,953.92	48,764.86	54,481.10	56,385.22
8	30,726.25	41,136.73	44,715.70	54,830.84	50,292.04	56,385.22	58,293.22
9	31,892.04	42,691.12	46,270.08	56,703.87	51,811.45	58,293.22	60,197.35
10	33,057.83	44,245.50	47,824.46	58,576.90	53,338.63	60,197.35	62,101.46
11					54,861.93	62,101.46	64,005.58
12					56,385.22	64,005.58	65,913.58
13					57,912.40	65,913.58	67,817.71
25	34,223.61	45,799.88	49,378.85	62,326.85	60,958.99	69,721.82	71,625.94

**Effective February 22, 2017**

<b>PersonnelPlus Salary Schedule for New Hires after 11/2016 on a 2080 Hour schedule</b>							
	ND-I	ND-II	NC-II +23	GF	BA	BA +23	MA
0	24,328.43	32,629.35	36,698.08	45,286.15	44,177.29	46,779.34	48,944.02
1	25,653.76	34,396.44	38,465.18	47,415.49	45,047.58	48,944.02	51,108.71
2	26,979.07	36,163.53	40,232.26	49,544.84	46,779.34	51,108.97	53,277.82
3	28,304.40	37,930.63	41,999.35	51,674.19	48,511.09	53,277.82	55,442.51
4	29,629.71	39,697.72	43,766.44	53,820.19	50,242.84	55,442.51	57,607.19
5	30,955.04	41,464.81	45,533.54	55,941.71	51,974.59	57,607.19	59,771.88
6	32,280.35	43,231.91	47,300.63	58,071.05	53,706.34	59,771.88	61,936.56
7	33,605.67	44,998.99	49,067.72	60,200.40	55,438.09	61,936.56	64,101.26
8	34,930.99	46,766.08	50,834.82	62,334.17	57,174.25	64,101.26	66,270.36
9	36,256.30	48,533.18	52,601.91	64,463.51	58,901.59	66,270.36	68,435.05
10	37,581.63	50,300.27	54,368.99	66,592.86	60,637.76	68,435.05	70,599.73
11	-	-	-	-	62,369.51	70,599.73	72,764.42
12	-	-	-	-	64,101.26	72,764.42	74,933.53
13	-	-	-	-	65,837.42	74,933.53	77,098.22
25	38,906.94	52,067.36	56,136.10	70,855.96	69,300.92	79,262.90	81,427.59

**Effective February 22, 2018**

<b>PersonnelPlus Salary Schedule for New Hires after 11/2016 on a 2080 Hour schedule</b>							
	ND-I	ND-II	NC-II +23	GF	BA	BA +23	MA
0	24,936.64	33,445.09	37,615.53	46,418.30	45,281.72	47,948.82	50,167.62
1	26,295.10	35,256.35	39,426.81	48,600.87	46,173.77	50,167.62	52,386.43
2	27,653.55	37,067.62	41,238.07	50,783.46	47,948.82	52,386.70	54,609.76
3	29,012.01	38,878.89	43,049.34	52,966.04	49,723.86	54,609.76	56,828.57
4	30,370.45	40,690.16	44,860.60	55,165.69	51,498.91	56,828.57	59,047.37
5	31,728.91	42,501.43	46,671.88	57,340.26	53,273.95	59,047.37	61,266.18
6	33,087.36	44,312.70	48,483.15	59,522.83	55,049.00	61,266.18	63,484.98
7	34,445.82	46,123.97	50,294.41	61,705.41	56,824.04	63,484.98	65,703.79
8	35,804.26	47,935.23	52,105.69	63,892.52	58,603.61	65,703.79	67,927.12
9	37,162.71	49,746.51	53,916.95	66,075.09	60,374.13	67,927.12	70,145.93
10	38,521.17	51,557.78	55,728.22	68,257.68	62,153.70	70,145.93	72,364.72
11	-	-	-	-	63,928.75	72,364.72	74,583.54
12	-	-	-	-	65,703.79	74,583.54	76,806.86
13	-	-	-	-	67,483.36	76,806.86	79,025.67
25	39,879.61	53,369.04	57,539.50	72,627.36	71,033.45	81,244.47	83,463.28

**SECTION 8.05      ATCO CLASSIFICATION DEFINITIONS**

**A. REGISTERED EMPLOYEES**

WORKSHOP SPECIALIST II  
WORKSHOP SPECIALIST II /PRODUCTION  
WORKSHOP SPECIALIST II /TRAINING COORDINATOR  
WORKSHOP SPECIALIST II /HABILITATION  
WORKSHOP SPECIALIST II/COMMUNITY INCLUSION SPECIALIST  
WORKSHOP SPECIALIST II/PASSION WORKS COORDINATOR  
ADULT SERVICE AIDE  
WORKSHOP SPECIALIST II/JOB SAMPLING COORDINATOR  
ADULT PROGRAM AIDE  
LIFE SKILLS TRAINER

Effective with the 1998 - 2001 contract, all employees hired for the above Workshop Specialist II classifications shall be placed in accordance with their training and experience on the ATCO Salary Schedule columns titled N.D. (non-degree) and N.D +23 (non-degree with 23 quarter hours). Effective with the 2001 - 2004 contract, these Atco Salary Schedule columns will be retitled: N.D. (non-degree) will become N.D. II (non-degree II), and N.D.+23 (non-degree with 23 quarter hours) will become N.D. II +23 (non-degree II with 23 quarter hours), while continuing to be the salary schedule columns under which all bargaining unit members in the Workshop Specialist II classification will remain or new hires to this classification are placed. Also effective in the 2001-2004 contract, all employees or new hires in the Adult Service Aide classification shall be placed in accordance with their training and experience on the ATCO salary schedule titled ND I (non-degree I). A bargaining unit member will not progress past this column unless he/she is reclassified or promoted. Must have registration as determined by current State Adult Service Standards and must be registered by the Department of Administrative Services by the end of the probationary period required by the State.

All employees in these classifications, hired prior to the ratification of the 1998-2001 contract shall be grandfathered into the Salary Schedule column titled G.F. (grandfathered) unless specifically identified elsewhere.

**B. CERTIFIED EMPLOYEES**

JOB DEVELOPER  
HABILITATION SPECIALIST  
BEHAVIOR SPECIALIST  
TRANSITION COORDINATOR

Effective with the 1998 - 2001 contract, all employees hired for the above classifications shall be placed in accordance with their training and experience on the ATCO Salary Schedule columns titled BA (Bachelor's degree) and B.A.+23 (Bachelor's degree with 23 quarter hours) and MA (Master's Degree). This classification will apply to Habilitation Specialist 2, requiring certification as defined by current Adult Service Standards.

All employees in these classifications, hired prior to the ratification of the 1998-2001 contract, shall be grandfathered into the Salary Schedule column titled BA+23 and advanced three experience steps in order to reflect their base and step increase.

**C. ADULT SERVICE AIDE WORK YEAR**

1. Bargaining unit members employed in the position of Adult Service Aide shall be employed for a 248-day work year.
2. This work year shall include the following paid holidays:  
New Year’s Day                      Labor Day  
Martin Luther King Day          Columbus Day  
President’s Day                      Thanksgiving Day  
Independence Day                  Christmas Day  
Memorial Day                      Veteran’s Day (taken Friday following Thanksgiving)
3. This work year will include vacation with pay as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation Days</u></b>
0 – 7 years	10 work days
8 – 14 years	15 work days
15 – 24 years	20 work days
25 plus years	25 work days

Effective January 1, 2014, bargaining unit members’ vacation leave shall be credited and prorated to the scheduled hours paid in the bi-weekly pay period based on a 26-pay period year. Proration will be based on the number of scheduled hours divided by the full-time hours of that position.

Vacation time may not be used until the probationary period is completed.

**SECTION 8.06            PAY PERIOD**

All bargaining unit members employed by the Board shall be paid according to the following pay period: total of twenty-six (26) pays with pay on every other Thursday. This procedure will be followed except under extenuating circumstances (such as if the county Auditor's office changes the date of issuance).

**SECTION 8.07            PAYROLL DEDUCTIONS**

A. Certain deductions are made from an employee's paycheck, as required by law, in accordance with employee benefit plans, or as requested by the employee. These deductions are itemized on the employee's pay statement, which accompanies his or her bi-weekly paychecks.

- B. In addition, bargaining unit members may authorize payroll deduction to the County Auditor for the following items:
1. Atco-Beacon Education Association,  
Ohio Education Association,  
National Education Association,  
Southeastern Ohio Education Association
  2. Department of the OEA as found on their yearly enrollment form
- C. For the duration of this contract, bargaining unit members that are currently authorizing or who hereinafter authorize dues deductions for the ABEA, OEA, NEA, and SEOEA will remain members except as prescribed under the following procedure:
- D. Annually, between December 1-15, members of the bargaining unit may opt to cancel their membership in the ABEA, OEA, NEA, and SEOEA in accordance with the following method:
1. Cancellation of dues check off will be on a mutually agreed upon form which shall be completed and signed by the bargaining unit member.
  2. Cancellation of dues check off forms will be provided upon request by the Clerk of the Board between December 1-15. Names of bargaining unit members who complete cancellation forms under this provision will be sent to the ABEA President via certified mail. Cancellation of membership will not be processed until five (5) days from the date of receipt of name(s) by the ABEA President.
  3. For the ABEA, OEA, NEA, and SEOEA no cancellation of dues check off authorization will be processed in any other manner except as provided herein above.

## **SECTION 8.08      FAIR SHARE FEE**

### **A. PAYROLL DEDUCTION OF FAIR SHARE FEE**

The employer shall cause to be deducted from the pay of members of the bargaining unit who elect not to become or to remain members of the (Local), a fair share fee for the Union's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.)

### **B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Union), shall be transmitted by the Union to the Business Manager of the Board prior to the first payroll of each contract year, during the term of this contract for the purpose of determining amounts to be payroll-deducted, and all amounts deducted shall be promptly transmitted in the same manner as union dues.

### C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually and shall continue to be deducted in equal installments for the remainder of the contract year. In the case of unit employees newly hired after the beginning of the contract year, the payroll deduction shall commence on the first pay date on or after the later of:

1. the end of the probationary period or
2. January 15th

### D. PROCEDURE FOR REBATE

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

### E. ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

### F. NON-DEDUCTION OF FAIR SHARE FEE

The employer will be relieved from causing the deduction of Fair Share Fee from an employee upon the employee's:

- 1) termination from employment
- 2) transfer to a non-bargaining unit position
- 3) placement on a unpaid leave of absence
- 4) no longer receiving a paycheck

G. It is specifically agreed by the Employer and their Union (ABEA/OEA) that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, the Union agrees that it will indemnify and hold harmless the Athens County Board of Developmental Disabilities harmless from any claims, actions or proceedings by anyone arising from deductions made by the Employer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 8.09      TEMPORARY WORKING LEVEL PAY ADJUSTMENT**

- A. Each bargaining unit member that is temporarily assigned to duties with a higher pay range than is the bargaining unit member's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the bargaining unit member's base rate of compensation to the greater of a) the classification salary base of the higher level position, or b) a rate of pay at least five (5) percent above his current base rate of compensation. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the bargaining unit member's normal classification salary base.
- B. This working level adjustment shall be for temporary assignment of a continuous period in excess of two (2) weeks, but not more than ten (10) weeks. In those cases where the period of added responsibility exceeds ten (10) weeks, the bargaining unit member shall either return to his regular position or the appointing authority shall recognize the continuation of the added responsibilities by promoting the bargaining unit member to the higher position on either a temporary or permanent basis.

**SECTION 8.10      SUPPLEMENTAL PAY**

- A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid is by supplemental contract. Each bargaining unit member performing a supplemental duty will be given a written, one year, limited supplemental contract specifying the duty(s) to be performed, the compensation to be paid, the duration of the supplemental contract and when and how compensation for supplemental duties is to be paid. Bargaining unit members performing the same or similar supplemental duties shall receive the same compensation.
- B. Supplemental positions and the qualifications for each position shall be posted by April 30 and bid for in accordance with the same procedures utilized for regular positions except that qualified bargaining unit members will be given first consideration to fill vacant positions in order of program seniority. If no qualified bargaining unit member applies for the vacant position, then it may be advertised outside the program.
- C. In the event the supplemental duty is for a shorter duration than noted, the pay will be prorated.
- D. The bargaining unit member's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the bargaining unit member's regular employment, as long as there has been no violation of client rights.



## **SECTION 8.11 SUPPLEMENTAL SALARY SCHEDULES**

### **A. REC NIGHT COORDINATORS (2), School Age**

**Purpose:** To coordinate and arrange for after-hours recreation activities for Beacon School students 16 and older.

**Hours:** Two individuals, one night per month; 2:00 p.m. – 9:30 p.m. for nine events in nine months, September – May (service for less than nine events will be paid on a pro-rated basis).

**Compensation:** \$750.00 per individual per nine month period

### **B. BOWLING, Community**

**Purpose:** To coordinate and arrange for after hour bowling activities.

**Hours:** Year round activity, Scheduled quarterly: up to 2 nights per week.

**Compensation:** Coordinator: \$897 per quarter, \$460 summer quarter and total \$3,151 per year.

### **C. CAMPING**

**Purpose:** To coordinate and accompany two weekend camping trips.

**Hours:** Two (2) weekends, Friday-Sunday.

**Compensation:** Coordinator: \$240.00 per trip.

### **D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**Purpose:** To verify and approve professional growth necessary for teacher certification/licensure in the state of Ohio.

**Hours:** As required.

**Compensation:** \$15.00 per hour for those meetings occurring outside the workday.

### **E. TUESDAY NIGHT RECREATION ASSISTANT**

**Purpose:** To provide assistance during Tuesday Night Recreation

**Hours:** Tuesdays from 4:00 pm to 6:00 pm.

**Compensation:** \$368 per quarter totaling \$1,472 per year (per November 12, 2008 Labor Management meeting).

F. MENTORING TEACHER

Purpose: To provide mentoring to ensure that resident educator will have a pathway to transition from a provisional teaching license to a professional teaching license (per Ohio Resident Educator Transition Program).

Hours: Will depend on the needs of the resident educator being mentored throughout the school year.

Compensation: \$800 per resident educator being mentored (paid quarterly).

G. Additional supplemental contracts will be created by the labor-management team as needs are identified, and approved by the Board of Developmental Disabilities.

**SECTION 8.12 TUITION REIMBURSEMENT/PROFESSIONAL GROWTH**

A. TUITION REIMBURSEMENT

1. The Board shall appropriate four thousand (\$4,000.00) dollars to be used for reimbursement of appropriate college credit hours earned by bargaining unit members with at least two years full time employment with the Athens County Board of DD. The appropriated money shall be divided equally among those members who have applied in writing to the Superintendent by August 15 up to a maximum of eight hundred dollars (\$800) per member per year. In addition, each bargaining unit member must notify the Superintendent in writing of course enrollment by the last day of registration. The course work will be job related and approved by the Superintendent.
2. Only course fees will be reimbursed. The bargaining unit member will be reimbursed upon successful completion of course work and receipt of transcript and receipt of payment. Any "incomplete" course must be resolved within the next academic quarter or semester or the member will forfeit the reimbursement.

B. WORKSHOP/CONFERENCE ATTENDANCE

1. The Board will provide each member of the bargaining unit with travel expenses and lodging and fees to participate in one (1) workshop and/or one (1) instructional conference of the bargaining unit member's choice to help in training or to continue the member's education. The workshop or conference shall be approved by the Board and if not approved, written notice must be given to the bargaining unit member(s) stating the reason(s).
2. The Board shall appropriate five thousand dollars (\$5,000) annually to be used for workshops or conferences as specified above. Each employee will be reimbursed expenses incurred for registration, hotel, meals, mileage and parking, to a maximum of three hundred dollars (\$300) annually.

## **SECTION 8.13      SALARY AND PLACEMENT**

- A. In consideration of the service rendered by the bargaining unit member, the Board agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule of the Board. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract. When hiring new bargaining unit members the Board will consider the individual's degree, training and years of experience.
- B. All bargaining unit members hired after July 1, 2015, will be given credit on the existing salary schedule for up to five years of experience for which they qualify, as determined by the Board, on the salary schedule which is in effect at the time their contract begins.
- C. A bargaining unit member must have completed 120 days of work in order to advance to the next experience step at the beginning of a contract year.
- D. In the event a Bargaining Unit Member fails to maintain required registration/certification/licensure, they will be placed on unpaid leave status for up to ten (10) working days upon knowledge of management. Upon the failure to renew their certification/registration/licensure after that time period they may be terminated.

## **SECTION 8.14      SEVERANCE PAY**

- A. Upon retirement, which shall mean official notification to the Board that public bargaining unit member retirement system benefits are being received, full-time bargaining unit members with ten (10) or more years of service with the Board shall receive payment based upon the bargaining unit member's rate of pay at retirement for 25% of the bargaining unit members accrued but unused sick leave, not to exceed sixty (60) days' pay.
- B. Full time bargaining unit members with fifteen or more years of service with the board shall receive payment based upon the bargaining unit members' rate of pay at retirement for 30% of the bargaining unit members accrued but unused sick leave, not to exceed seventy-two (72) days' pay.
- C. Full time bargaining unit members with twenty or more years of service with the Board shall receive payment based upon the bargaining unit members' rate of pay at retirement for 40% of the bargaining unit members accrued but unused sick leave, not to exceed ninety-six (96) days' pay.
- D. Bargaining Members who have been impacted by the closure of the ATCO-Adult workshop will have the option at closure to take retirement if they are eligible or a severance package as listed in 1 below.

1. Bargaining unit members who are not eligible to retire on December 31, 2018 can receive ninety (90) days of continued salary and ninety (90) days of health insurance coverages under the Athens County Developmental Disabilities insurance plan.
2. Any employee who is withing 10 months of OPERS unreduced retirement eligibility after 12/31/2018 will continue employment with Athens County Board of Developmental Disabilities for ten (10) months or until he/she has completed thirty (30) years of service to be eligible for a public employees pension. These employees will not be eligible for the ninety (90) days salary continuation or health insurance in 8.14(D)(1).

**SECTION 8.15      OPERS/STRS EMPLOYEE RETIREMENT PAYMENT**

The Athens County Board of Developmental Disabilities, herewith agrees with the Atco-Beacon Education Association to, effective January 1, 1986, pick-up (assume and pay) contributions to the Public Employees Retirement System and the State Teachers Retirement System, upon behalf of the members in the bargaining unit on the following terms and conditions:

- A. The amount to be picked-up and paid on behalf of each bargaining unit member covered by STRS or OPERS shall be at a percentage required by the O.R.C. of the bargaining unit member's compensation. The pick-up amount shall not be paid by Board funds, but from the bargaining unit member's compensation. This is a "salary reduction method" for tax purposes.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No bargaining unit member covered by this provision shall have the option to elect a wage increase of other benefit in lieu of the employer pick-up.
- D. The pick-up shall become effective and shall apply to all compensation including supplemental earning thereafter.
- E. Payment for sick leave, personal leave, severance, supplemental pay, extended service, etc., including unemployment and worker's compensation shall be based on the bargaining unit members gross or daily gross compensation prior to the reductions.

**ARTICLE IX  
EVALUATION PROCEDURE**

**SECTION 9.01      GENERAL PURPOSE**

The Performance Evaluation Program is intended to be a system of communication between the supervisor and the bargaining unit member. It provides for a systematic periodic evaluation of the work of each bargaining unit member in the program. If conscientiously applied, it will enable the bargaining unit member to have an increased awareness of his/her work and what is expected of him/her. He/she will be able to tell in what respect his/her work is most in need of improvement

or is worthy of praise and recognition. It will also enable the supervisor to find some of the gaps and limitations in his/her own supervision. It may be helpful in suggesting needs for various types of training programs. The ratings themselves may be useful in considering potential candidates for promotion and in determining the sequence of bargaining unit members to be laid off when that type of action is necessary.

## **SECTION 9.02      SUPERVISORS TO DO APPRAISALS**

Each bargaining unit member should be rated by the immediate supervisor with appropriate certification in the teaching or training of, to whom he/she is regularly assigned. If a bargaining unit member has been re-assigned to a new supervisor within one (1) month of the rating date, the present and former supervisor should cooperate in the evaluation. If a bargaining unit member receives approximately equal supervision from two (2) persons, the supervisors should cooperate on a rate and both should sign the report as raters.

## **SECTION 9.03      TYPES OF EVALUATIONS**

### **A. PROBATIONARY EVALUATIONS**

All employees in probationary status will be evaluated twice during the probationary period. The first evaluation is to be made at the mid-point of the probationary period. The second evaluation is to be made within ten (10) days prior to the end of the probationary period. When making the final probationary evaluation, the Supervisor shall indicate on the evaluation whether the employee is to be retained or the employee is not to be retained. This recommendation is subject to review and approval by the Superintendent. If a recommendation is approved for retention, the assumption will be made that the probationary period has been satisfactorily completed.

### **B. ANNUAL EVALUATIONS**

All employees who are not on probationary status are to be evaluated once a year. The evaluation will cover the employee's performance since the previous evaluation or during the time elapsed since the completion of the probationary period.

### **C. SPECIAL EVALUATIONS**

Additional use may be made of the evaluation procedure at the discretion of the administration, i.e. - to document outstanding performance, to document close supervision following an unsatisfactory evaluation, at the request of the employee, or upon employee resignation.

The procedure followed for special evaluations shall be the same as annual evaluations.

#### **SECTION 9.04      OBSERVATION (BEACON INSTRUCTORS ONLY)**

The instructor will be notified of a formal observation five (5) days prior to the intended week observation may take place. This notification will take place by Pre-Observation Discussion which will include:

- a. An orientation on the evaluation process which shall include an explanation of the evaluation form.
- b. Clarification of items expected to meet approval during the observation.

The performance interview shall take place no later than five (5) days following the observation.

It is the responsibility of the observer(s) to enter the training area in such a manner as to make both the bargaining unit member and the trainees feel as relaxed as possible. The observer(s) must take notes either in the training area or immediately upon leaving so that suggestions will be based upon fact.

(See Observation Form for instructors).

#### **SECTION 9.05      PERFORMANCE INTERVIEW**

- A. When an evaluation is completed, the employee's performance rating will be reviewed and discussed by the supervisor with the employee during a conference called a Performance Interview. The form will be completed at the meeting with the employee. The employee shall sign a copy of the evaluation as evidence that such a performance interview was conducted and shall receive a copy of the evaluation at the conclusion of the meeting. After it has been reviewed by the Superintendent a copy of this rating shall be placed in the employees personnel file.
- B. The employee signature does not imply concurrence with the evaluation, only that the employee has seen the evaluation. The employee has the right to submit a statement of explanation or rebuttal, which is to be attached to the evaluation form. If the employee refuses to sign the evaluation form, the supervisor will call in a witness to verify that the interview was held and to note that the employee refused to sign. Refusal to sign the evaluation form shall constitute a waiver of the employee's rights to a review of the evaluation.

#### **SECTION 9.06      RATINGS**

The Performance Interview conference is of benefit to both the employee and supervisor. The interview provides excellent opportunity for the employee and the Manager to communicate to each other. The interview will be closed by summarizing the strengths and areas of needed improvements of the employee's performance (Performance Review System - Appendix B1-B3) and by emphasizing any changes needed to produce further improvement. When an employee

falls below "meets", the deficiency will be noted and detailed on the Plan of Assistance for Improvement form (Appendix E.). A separate form will be completed for each deficiency noted. The supervisor is required to follow-up. The supervisor will assist the bargaining unit member in obtaining necessary materials and or resources to meet their plan of assistance for improvement. Following the completion of correction, the bargaining unit member and immediate supervisor will schedule a meeting to discuss progress. When an employee is noted to be at "meets expectations" or above, the employee will not be rated in the future on whether they meet the items or not.

## **SECTION 9.07      APPEAL PROCEDURE**

If the employee feels the evaluation is not a true reflection of job performance, he/she may request a review of the evaluation by submitting a written request for review of the evaluation to the next higher person in the chain of command for his/her department providing the employee has signed his/her evaluation form. The written request must specify areas of concern upon which the request is based. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten (10) days and present the finding to the employee. The employee, if still not satisfied after the initial review conference, may request further reviews through the chain of command. The final review is with the Superintendent, whose decision will be final.

The evaluation procedure is grievable. The text of evaluations are not grievable, however, if any bargaining unit member is in disagreement with his/her annual rating, then (s) he may attach his/her rebuttal to the annual rating in question.

## **SECTION 9.08      EVALUATION FORM**

See Appendix B.

# **ARTICLE X WORKING CONDITIONS**

## **SECTION 10.01      WORK SCHEDULE**

- A. The working hours for full time bargaining unit members assigned to ATCO shall be from 8:00 a.m. to 3:30 p.m. Every attempt will be made for bargaining unit employees to work 8:00 - 3:30 except when individual needs dictate otherwise. See Language in 10.06 for PersonnelPlus employees and bargaining unit members hired prior to 11/15/16 and after 11/15/16.
  
- B. The working hours for the full time bargaining unit members assigned to the pre-school and school age programs at Beacon School shall be 8:00 a.m. to 3:00 p.m. except that the time when students are not present in the building is to be used for classroom preparation, committee/task force meetings, individual conferences with parents and/or staff members as requested by the school supervisor. No bargaining unit member shall be required to attend more than two (2) meetings per week during this time.

1. Non-flexible bargaining unit positions as defined in Section 10.03 B., of this contract, may reschedule work time during the week with the approval of the supervisor, to meet the needs of students or class when students are not in the building, however, these non-flexible employees shall be in the building not later than 8:15 a.m. when students are present.
  2. In addition, bargaining unit members may be assigned to participate in the following meetings or activities: staff meetings and IEP Review conferences. Every attempt will be made, however, to schedule these meeting and activities during normal working hours and will be scheduled as such unless extenuating circumstances prevail.
- C. Developmental Specialists assigned to the Early Intervention Program at Beacon School will meet quarterly to develop a schedule to meet the needs of the individuals in the program. This schedule may include flexible hours during each 35 hour week. The schedule will be given to the supervisor for approval prior to implementation.

## **SECTION 10.02     HOLIDAY PAY**

- A. The following ten (10) days are to be observed as holidays for two hundred and twenty-seven (227) day bargaining unit members.
1. Independence Day (July 4)
  2. Labor Day (1st Monday in September)
  3. Columbus Day (2nd Monday in October)
  4. Veterans Day (November 11)
  5. Thanksgiving Day (4th Thursday in November)
  6. Christmas Day (December 25th)
  7. New Year's Day (January 1)
  8. Martin Luther King Day (3rd Monday in January)
  9. President's Day (3rd Monday in February)
  10. Memorial Day (Last Monday in May)
- B. An Atco (227) bargaining unit member who works on a holiday may take a compensatory day off within the program year, the day to be scheduled with the approval of the Superintendent. Any such compensatory day not taken within the program year after the holiday will be forfeited.

## **SECTION 10.03     FLEXIBLE TIME**

- A. Flexible time for Atco bargaining unit members is defined as 37-1/2 hours per week, some or all of which may occur outside the standard work week as set forth above in Section 10.01 paragraph A. A bargaining unit member with prior approval of his/her supervisor may arrange flexible hour scheduling within the next two (2) pay periods to meet the operational needs of the position. The flexible days shall not normally exceed ten (10) hours per neither day nor more than five (5) days per week. Flexible time positions are:



Job Developer  
Habilitation Specialist  
Behavior Specialist  
Transition Coordinator

These positions will submit their anticipated written itinerary to his/her supervisor or designee on a weekly basis. Flexible time activities will be reviewed on a weekly basis by the employee's supervisor or designee. All hours in excess of 37 1/2 hours per week will be applied and approved under compensation time guidelines. Any position not designated as flexible may, upon the approval of their supervisor, reschedule their work week to meet individual needs (See Section 10.04).

When these staff are assisting consumers in attending special events they will receive hour-for-hour flex time unless over 40 hours in a week, which, will be flex time at time and a half. Examples of these events are: individual conferences, sporting events, etc.

- B. Flexible time at Beacon School is defined as thirty-five (35) hours per week, some or all of which may occur outside the standard work week as defined in Section 10.01, paragraph B. A bargaining unit member with prior approval of his/her supervisor may arrange flexible hour scheduling within the pay period to meet the operational needs of the position. The flexible days shall not normally exceed ten (10) hours per day nor more than five (5) days per week. Flexible time positions are:

Instructor  
Pre-School Instructor  
School Age Instructor  
Early Intervention Specialist  
Language Development Specialist  
Physical Therapist  
Occupational Therapist

Any position not designated above, may, upon the approval of the appropriate supervisor, reschedule their work week to meet the needs of the student or program. (See Section 10.04).

#### **SECTION 10.04 RESCHEDULED TIME**

- A. Rescheduled Time is awarded on an hour for hour basis for all hours worked over 35 hours (Beacon) or 37 1/2 hours (Atco) per week, but no greater than 40 hours per week for registered bargaining unit staff. The approval or denial of work over 35 hours or 37 1/2 hours or the taking of rescheduled time earned shall be put in writing by the employee's supervisor, or, his/her designee and given to the employee within 24 hours of the request. The written approval must be obtained prior to the schedule change, and must be attached to the employee's schedule card for the affected pay period. The following positions are eligible for Rescheduled Time:

37½ Hours Per Week

Workshop Specialist II  
Workshop Specialist II/Training Coordinator  
Workshop Specialist II/Production  
Workshop Specialist II/Habilitation  
Workshop Specialist II/Community Inclusion Specialist  
Workshop Specialist II/Passion Works Coordinator  
Adult Service Aide  
Adult Program Aide  
Workshop Specialist/Job Sampling Coordinator  
Life Skills Trainer

35 Hours Per Week

Pre-School Instructor Assistant  
School Age Instructor Assistant  
Physical Therapy Assistant  
Occupational Therapy Assistant

- B. Rescheduled Time that has been earned during a given pay period shall be taken in full during the next two (2) pay periods. If the employee was on sick leave, approved leave, scheduled holiday or calamity day during those pay periods, then the Rescheduled Time to be taken shall be extended into the following pay period. If the Rescheduled Time is denied, the employee will be paid for the hours worked in excess of 35 hours (Beacon) or 37 ½ hours (Atco), but no greater than 40 hours, in that week on an hour for hour basis in the following pay period. If the employee does not take the approved Rescheduled Time off during the timeframe stipulated in Section 10.04, paragraph A, he/she shall lose that time off and shall not receive any compensation through payroll.

**SECTION 10.05 OVERTIME HOURS**

- A. The Employer necessarily retains the right to request employees to work more than their regularly scheduled hours including more than forty (40) hours in a work week, as it determines the needs of the Agency may require. However, each registered, hourly employee will be paid at the rate of one and one-half (1 1/2) times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Employer. For the purposes of calculation, the work week begins at 12:01 AM on Saturday and ends at midnight the following Friday. The following positions are eligible for overtime under the circumstances stipulated above:

Atco

Workshop Specialist II  
Workshop Specialist II/Training Coordinator  
Workshop Specialist II/Production  
Workshop Specialist II/Habilitation

Workshop Specialist II/Community Inclusion Specialist  
Workshop Specialist II/Passion Works Coordinator  
Adult Service Aide

Beacon

Instructor Assistant  
Pre-School Instructor Assistant  
School Age Instructor Assistant

- B. Payment of overtime shall not be duplicated for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For the purposes of computing overtime pay, holidays, vacation, personal leave, sick time and compensatory time taken shall not be treated as hours worked. (\*Premium pay is defined as pay for work performed on holidays in accordance with ORC.)

**SECTION 10.06 LENGTH OF DAY**

- A. The EI program shall be in operation a total of 240 days. Current EI staff will work 182 day staggered schedules. The schedule will be mutually agreed to by the bargaining unit member and supervisor. EI staff hired after August 22, 2004 will be required to work 227 days of the program's 240 days. Developmental specialists hired after August 22, 2004 will be placed on the Atco salary schedule and index.

The eleven (11) days difference between program days and the work days shall be designated "floating days" that each bargaining unit member may request to use floating days at his/her discretion with prior approval of their supervisor. The bargaining unit member must give three (3) weeks notice of his/her intent to take "floating days". Effective January 1, 2014, bargaining unit members' "floating days" shall be credited and prorated to the scheduled hours paid in the bi-weekly pay period based on a 26-pay period year. Proration will be based on the number of scheduled hours divided by the full-time hours of that position.

Senior Developmental Specialist Supplemental Position will provide administrative oversight to the EI program.

- B. The Beacon program shall be scheduled for instruction for 182 days. Two (2) of the 182 days (or four half days) will be used for professional development (instructional meetings, visitations and conferences). These will be counted as days of scheduled instruction to be counted toward the required 182 days. Two (2) of the 182 days (or four half days) may be used for the development of the IEP during parent/teacher conferences. Parent/teacher conference days will be counted as days of actual instruction. The length of each school day in Beacon School will be six (6) hours.
- C. The adult ATCO program shall be in operation a total of two hundred thirty-eight (238) days for workshop employees only. Two Hundred Thirty Eight (238) Day bargaining unit members in the ATCO adult program shall be granted eleven (11) "floating days" per calendar year. The

eleven (11) days difference between the program year and the work year shall be designated "floating days". A ATCO bargaining unit member may request to use floating days at his /her discretion with prior approval of the supervisor. The ATCO bargaining unit member must give three (3) weeks notice of his/her intent to take "floating days".

"Floating days" will be carried over from one year to the next not to exceed a maximum carryover accumulation of three (3) years (33 days). Two (2) of the two hundred twenty-seven (227) days (or four half days) will be used as professional development days. The length of each program day in the Atco program will be six and one half (6.5) hours. Effective January 1, 2014, bargaining unit members' "floating days" shall be credited and prorated to the scheduled hours paid in the bi-weekly pay period based on a 26-pay period year. Proration will be based on the number of scheduled hours divided by the full-time hours of that position.

The PersonnelPlus Program shall be in operation a total of two hundred-sixty (260) days. Hours of operation are 8:00 a.m. – 4:30 p.m. effective 1/1/2017. Existing or current personnel plus bargaining unit members hired prior to 11/15/16 will work staggered two hundred-twenty-seven (227) days per year schedules and adopt staggered seven point five (7.5) hour shifts to accommodate the 8:00 a.m. - 4:30 p.m. time. The schedules will be mutually agreed upon by bargaining unit member and supervisors. Each 227 day bargaining unit member will schedule twenty-three (23) floating days as approved by their supervisor in addition to ten (10) holiday (33 total).

PersonnelPlus staff hired after 11/15/16 will be placed on 260 day schedule, working eight (8) hours 8:00 a.m. - 4:30 p.m. shifts daily. Staff working 260 days scheduled will earn vacation per Ohio Revised Code 325.19 and holiday per Article 10 section 10.2.

- D. Each bargaining unit member at Beacon shall have thirty (30) minutes of duty free lunch period daily.
- E. Each full-time (7-1/2 hrs./day) bargaining unit member at Atco shall have 40 consecutive minutes of duty free lunch period daily, providing they work a minimum of 3.75 hours that day. In addition Atco bargaining unit members shall have a fifteen (15) minute break (which is scheduled based on program needs per the supervisor). The break and lunch times may be combined and used in conjunction with paid leave time with supervisor's authorization. Part time (less than 7-1/2 hrs./day) bargaining unit members shall be entitled to 30 minute break, providing they work a minimum of 3.75 hours that day.
- F. The superintendent shall confer with the ABEA President prior to the adoption of the program calendar.

## **SECTION 10.07 IN-SERVICE**

- A. Two (2) of the four (4) in-services shall be conducted on the two (2) Professional Development Days as part of the regular program calendar. Two (2) of the in-services shall be conducted during regular staff meetings. However, when the in-service exceeds the normal working day, attendance beyond regular hours is at the discretion of the bargaining unit member. Additional in-services may be conducted outside of the regular working day. Attendance at the additional in-services is at the option of the bargaining unit member.

## **SECTION 10.08 PROBATIONARY PERIOD**

- A. Any bargaining unit member who is newly hired, successfully bids into a vacancy, or is re-assigned to a new classification under the prior Section, shall serve a probationary period of one hundred eighty (180) calendar days to determine the bargaining unit member's suitability for such new position. Such bargaining unit member may be terminated during the probationary period for any lawful reason and the Board's determination to so terminate such a newly hired bargaining unit member shall not be subject to the grievance or arbitration provisions of this contract. In the event the Board transfers a newly hired bargaining unit member to any classification under this contract other than that one for which the bargaining unit member was hired, such shall not have the effect of extending the bargaining unit member's probationary period, but the bargaining unit member shall serve the qualification period applicable to re-assignments as described below. A newly hired bargaining unit member shall be formally evaluated at the mid-point of his/her employment and 10 days prior to the end of the probationary period. The probationary period may be extended for up to 60 days, if mutually agreed to by the Administration and the employee, provided a plan of correction action is in place.
- B. Any bargaining unit member who successfully bids into a vacancy or is re-assigned to a new classification under the re-assignment section of this contract shall serve a qualification period of ninety (90) calendar days during which the bargaining unit member's suitability for such new classification shall be formally evaluated after thirty (30) and sixty (60) calendar days of such qualification period. If by the end of the qualification period the bargaining unit member is unable to consistently perform the required duties successfully, the bargaining unit member shall be returned to the former position (if in existence) and any bargaining unit member filling such former position on a probationary or qualification basis likewise may be returned to his/her former position (if in existence) or released, as the case may be. If any non-probationary bargaining unit member fails to qualify in a new position or is displaced from his/her new position during the qualifying period by the bargaining unit member who formerly held such position, and the bargaining unit member's former position no longer exists, the Board will make every reasonable effort to secure a suitable position within the system for such bargaining unit member, including release of any probationary bargaining unit member currently holding a unit position.

## **SECTION 10.09 SUBSTITUTES**

- A. In the event a substitute instructor is unavailable to cover for an absent certified/licensed instructor for three hours or more consecutively, another full-time instructor may be asked to combine classrooms or oversee two classrooms. In this instance, the full-time instructor and the instructor assistant(s) will be granted an additional thirty dollars per day.
  
- B. The Employer will make every reasonable effort to provide a substitute for long term absences (ten (10) consecutive workdays or longer). Such substitutes will be provided for Workshop Specialists II's (Community Integration Specialists) and Registered Adult Service Aides in the Adult Program. The employer may provide substitutes for shorter periods of absence and other positions. After ten (10) work days, if a substitute has not been found, all Habilitation Workshop Specialist II's (Community Integration Specialists) and Registered Adult Service Aides affected by the absence will receive an additional stipend of thirty dollars (\$30.00) per day, effective on the eleventh workday of the absence. This daily stipend will continue until a substitute has been found or the absent employee returns, whichever occurs first. Paragraphs A and B (above) will sunset after this contract.
  - 1. The supervisor will ask the necessary Workshop Specialist II(s) (Community Integration Specialists) and Registered Adult Service Aides to cover the absent position. The supervisor will determine how the work will be assigned.

## **SECTION 10.10 STAFF RATIO**

The Board acknowledges that the State promulgates staffing ratio standards deemed adequate for achievement of an acceptable educational, and vocational experience. The staff ratios shall not exceed the standards set by the Ohio Department of Education and the Ohio Department of DD. The Board, however, believes that the quality of the educational and vocational experiences improves as the ratio approaches the "ideal" for any given classroom or adult services situation.

### **A. EARLY INTERVENTION (0-2)**

The child-to-instructor ratio shall not exceed twenty-five (25) children. In addition, each student's schedule will be determined according to their individual needs based on the IFSP team's recommendations.

### **B. EARLY CHILDHOOD PROGRAM**

There shall be eight (8) F.T.E. to twelve (12) children in a classroom at any given time, including a minimum of two (2) typically developing peers. There shall be a maximum of four (4) peers. The Child-to-Teacher ratio shall not exceed a maximum number of children to eight (8) children with handicapping conditions in any one early childhood classroom. There shall be at least one full-time instructor assistant in each early childhood class.

Each multi-handicapped student schedule will be determined according to their individual needs based on the multi-disciplinary team's recommendations and the IEP (Individual Education Plan). The schedule may be altered at any time as determined by the team and thus reflected on the IEP.

#### C. SCHOOL AGE PROGRAM

##### 1. Programs for Multi-Handicapped Children

One special class/learning center teacher shall serve six (6) to eight (8) children. There shall be at least one (1) full-time instructor assistant in each special class/learning center for multi-handicapped children.

##### 2. Programs for Developmentally Handicapped Children

One special class/learning center teacher shall serve twelve (12) children.

#### D. ADULT PROGRAM

1. For individuals with severe or profound disabilities who need a program with minor emphasis on work skills training and employment, the staff ratios shall be based upon the needs of the individuals and shall have no more than six (6) individuals to one (1) direct service staff.
2. For individuals in a program emphasizing work skills training and employment, staffing ratios shall have no more than twelve (12) individuals to one (1) direct service staff.
3. For staff ratios identified in paragraphs 1 and 2 staff in the following adult services certification positions may be included:
  - a. Habilitation Specialist
  - b. Workshop Specialist II
4. The following positions may be included if their job descriptions reflect direct service similar to the direct services provided by positions listed in Section 4 d. as agreed to by the Board and ABEA.
  - a. Director of Adult Services

### **SECTION 10.11      JOB DESCRIPTIONS**

Upon employment with the Board, the bargaining unit member will be given a copy of his/her job description specific to job classification, class assignment, duties and responsibilities, etc

**SECTION 10.12      PERSONNEL FILES**

- A. A bargaining unit member shall have a right of reasonable inspection of his/her official personnel file provided sufficient time, 24 hours, has been given to notify the Supervisor, Business Manager, or designee that the file is received unless otherwise mutually agreed upon. All materials placed in the employee's personnel file are open to his/her review.
- B. Personnel files may be examined by any witness or consultant who has written permission from the bargaining unit member or who is accompanied by the bargaining unit member when he/she examines the personnel file. The Superintendent or his/her designee will be present at the time of file examination.
- C. The bargaining unit member will be notified within three (3) days of any official records being added to his/her file. This shall include, but not be limited to evaluations, job descriptions, promotions, derogatory letters or reprimands.
- D. Staff members shall have the opportunity to read any material which concerns job performance, conduct, service, character, or personality before it is dated and placed in the member's personnel file. The member shall acknowledge that he/she read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. The signature shall not indicate agreement with the content of the material that has been inspected by the member. It is further recommended that where a staff member does disagree with the contents that the following be used:

"I have read but do not agree with the content." \_\_\_\_\_  
Signature

- E. If a staff member refuses to sign a dated note to that effect will be attached to the material and witnessed by a third party.
- F. All personnel files are permanently retained by the Board and may not be removed from the office. If the employee disputes the accuracy, relevance, timeliness or completeness of official information kept in his/her official personnel file, he/she may request that the Superintendent review the information in light of the employee's objection and render his/her interpretation of the information. The bargaining unit member shall have the right to add rebuttal on any material in his/her file that he/she deems incorrect or incomplete. No anonymous material shall be kept in an employee's file nor shall they be made a matter of record.
- G. Personnel records shall include, but are not limited to:
  - 1. Name, permanent and current address, phone number.
  - 2. Emergency notification information including name, address, home and work phone number.
  - 3. Job description, civil service classification (if applicable).



4. Record of permanent or temporary certification, registration or license, as applicable.
  5. Records of sick leave and vacation.
  6. Record of physical examination, current within one year of initial employment, for persons providing direct services to those enrolled in the county board program.
  7. Records of in-service training.
  8. Personnel action forms.
  9. Annual performance evaluations signed by the immediate supervisor, Superintendent, and the employee indicating the employee's awareness of the evaluation. For classified employees the performance evaluation forms used shall be those provided by or approved by the Department of Administrative Services. Other evaluation methods may be used in addition to the required form. Performance evaluations on unclassified employees shall be based on the requirements of the position.
  10. Payroll information.
  11. Retention record requirements.
  12. Application forms.
- G. The bargaining unit member will be notified within three (3) days if anyone other than the bargaining unit member, his/her designee or appropriate administrator makes a request and reviews his/her file.

### **SECTION 10.13      EXPENSE REIMBURSEMENT**

Employees of the Board are to receive reimbursement for expenses incurred while traveling on official county business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing by the Superintendent or designee. Any expenses for out-of-county travel, including mileage, meals, registration fee reimbursement, parking, etc. must have prior authorization by the Superintendent/designee. Expenses shall be reimbursed in the following matter:

#### **A. MILEAGE, REGISTRATION FEES, PARKING AND TOLLS**

1. Employees shall be reimbursed at 40.5 cents/mile for actual miles, while on official county business, when using their personal vehicles. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees must request and receive prior authority for travel.

2. Charges incurred for parking at the destination and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
3. Reimbursement of registration fees for approved conferences, conventions, etc. will be paid only at the member rate.
4. The maximum amount of reimbursement for meals is \$30 per day or the Board approved maximum per day rate. An employee will not be reimbursed for the cost of a meal already included in a registration fee paid by the Board, unless his/her supervisor has pre-approved a meal reimbursement due to special diet needs of the employee. Employees will not be reimbursed for tips and/or alcoholic beverages. In order to be reimbursed, an itemized meal receipt must be attached to the travel expense form completed by the employees. As stated previously, prior authorization must be obtained.
5. No expense reimbursements are paid for routine travel between home and work location. An employee who departs from home to engage in official business at an alternate work location will be paid mileage reimbursement from either home to the alternate work location, or from the regular work site to the alternate work location, whichever is less.
6. Requests for expense reimbursement requiring prior approval must be submitted to the employee's supervisor at least two weeks in advance.

#### B. OVERNIGHT EXPENSES

Expenses covering the cost of a motel room may be reimbursed or paid using the agency credit card – per utilization stipulations in the personnel policy manual when an employee travels out of the county on official business and such travel requires an overnight stay. Motel expenses will be reimbursed or paid using the agency credit card – per utilization stipulations in the personnel policy manual only with prior authorization by the Superintendent.

#### C. TIME LIMITATIONS

Request for expense reimbursement must be submitted within three (3) months of the date the expense was incurred. Otherwise, employees will not be reimbursed for expenses.

### **SECTION 10.14     STUDENT TEACHER SUPERVISION**

The Board agrees to cooperate with the training experience of potential teachers, commonly referred to as student teachers, and to actively pursue and participate in securing student teachers.

- A. The Superintendent shall be the Board delegated representative in establishing all arrangements for student teacher(s) from cooperating institutions.
- B. Cooperating teachers shall be full-time instructors employed by the Board.

- C. Cooperating teachers shall have a minimum of three (3) years teaching experience of which at least one (1) shall be in the school district, and shall possess regular certification from the State Department of Education or the Department of Developmental Disabilities in the field for which they are teaching and in which area they will be cooperating with a student teacher.
- D. Prior to acceptance of student teachers, the faculty of any given building will be notified of availability of student teachers and shall have the option to participate as a means of promoting and improving the educational profession.
- E. All members of the instructional staff eligible to act as cooperating teachers shall be encouraged to participate periodically in this program as a means of promoting and improving the educational profession.
- F. A cooperating teacher shall be assigned to no more than one (1) student teacher at any given period during the school year and no more than one (1) student teacher per school year or in any successive school year unless all other eligible teachers (eligibility being determined by the guidelines of the supplying university) in the building have had an opportunity and declined a student teacher.

**SECTION 10.15      DELEGATED NURSING**

The Employer will train employees as per OAC 5123:2-1-07 and 5123:2-15-21 for delegated nursing tasks.

**SECTION 10.16      EMERGENCY CLOSING**

- A. The Superintendent or designee may authorize an emergency closing for all or part of the Board's programs/services due to inclement weather conditions or other emergencies (e.g., water main break, heating malfunction).
- B. Employees who are affected by the declaration of a emergency closing hour(s) or partial emergency closing hours will be paid in the same manner as they are paid for holidays for which they do not work, except as noted in this section.
- C. Employees who are not on an extended leave and who are in a pay status (e.g., paid sick, professional, personal, or vacation leave), either the entire day before or after an emergency closing will be paid for the emergency closing hours or portion of the hours missed and will not be charged for sick, professional or vacation leave for the portion of time they were not expected to report to work.
- D. Employees are responsible for listening to the designated radio stations for the "emergency closing day" status. Employees having any questions regarding whether their work site is open or closed, should call the administrative offices between 7:00 a.m. and 7:30 a.m.

- E. If the allotted amount of emergency closing hours for Beacon School is exceeded or the Adult Program must be closed due to weather or other seriously hazardous conditions, making it necessary to make up hours, such hours shall be designated following consultation with staff at least two (2) weeks before such make up hours are scheduled.
- F. If Beacon School is closed due to inclement weather, the adult program and early intervention services will be on a one-hour delay. Staff will ensure that community employment needs are met. If Level II road conditions cause a bargaining unit member to report late or, if the member resides in another county and is unable to report to work due to Level III road conditions, the bargaining unit member may either utilize Personal Leave/Float Days, if available, or may make arrangements with his/her immediate supervisor to make up the time missed. The second option will be limited to a maximum of no more than fifteen (15) hours per month. If the supervisor and the employee agree that the time is to be made up, it must be done within thirty (30) working days – unless extenuating circumstances prevent this, and an alternative make-up schedule has been approved by the Superintendent or designee. If he/she has no Personal Leave/Float Days accumulated or is unwilling to work a make-up schedule the time missed shall be deducted from the bargaining unit member's pay.

**ARTICLE XI**  
**VACANCY, TRANSFER AND PROMOTION**

**SECTION 11.01      DEFINITIONS**

The Superintendent determines if and when a vacancy exists. When such has been determined:

- A. An encumbered vacancy is a job opening created by a member on any approved leave of absence to which that member is expected to return. Upon completion of any leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. Any individual in the position while an employee is on leave will be terminated when the employee returns to work at the end of the scheduled leave – unless the individual is a bargaining unit member, who was transferred or promoted into an encumbered vacancy; in which case he/she will be returned to his/her previously held position when the employee returns. Encumbered vacancies are limited to the duration of the members approved leave of absence.
- B. An unencumbered vacancy is a job opening to which the member is not expected to return because of resignation, retirement, dismissal, or because it is a new position.
- C. Temporary positions are special assignments of limited duration, which are based on the needs of the organization.
- D. Voluntary Transfer shall be defined as a full-time permanent employee moving laterally on his/her own initiative within his/her classification into an unencumbered or an encumbered vacancy. Promotions to a higher classification and Board-initiated reassignments shall not be considered transfers. A qualified employee shall be eligible to fill no more than one (1) unencumbered vacancy via transfer in any contract year.

- E. Promotion is defined as a reclassification into an unencumbered or an encumbered vacancy, which results in a higher pay scale. A full-time employee who is promoted will have their new pay determined by placing the individual on the step on the appropriate schedule closest to their current pay. The increase will be no less than 5% of the previous salary.
- F. Reassignment is defined as a Board-initiated change in position, either within the same classification or a higher classification, for which the employee being assigned is registered/certified/licensed but has not applied.

**SECTION 11.02      SENIORITY**

- A. Seniority shall be defined as the length of service as a member of the bargaining unit in active pay status. Accumulation of seniority shall begin from the bargaining unit member's first working day. If applicable, a paid holiday shall be counted as the first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission. If they have the same application date, tie will break by flip of the coin.
- B. Part-time bargaining unit members shall accrue seniority on pro-rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall be computed from their first day of work.
- C. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all of the Board's buildings. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or, after completing his/her probationary period, permanent transfer or promotion to a non-bargaining unit position. Bargaining unit members shall not lose seniority due to accepting a temporary assignment to another bargaining unit position. In the case of resignation, a bargaining unit member who returns within one (1) year shall retain all seniority rights as if they had not left.

**SECTION 11.03      ENCUMBERED VACANCIES**

Encumbered vacancies of more than nine (9) calendar months shall be filled by the posting procedure.

**SECTION 11.04      UNENCUMBERED VACANCIES**

- A. Unencumbered vacancies shall be filled by job posting procedure. Upon the identification of a need to fill such vacancy, the Board shall post the opening at all sites. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting.

- B. The posting shall list the position's required registration/certification/license, title, location, duties, minimum qualifications, hours and wages. It shall be posted on the bulletin board in each facility for five (5) working days following the day it was posted. Bargaining unit members shall have five (5) days, exclusive of holiday(s) and weekend, to bid on a vacancy.
- C. Postings which occur during summer months in programs that are not in operation, will be sent by email prior to the start of the posting period or, where such procedure does not accommodate filling such vacancy as promptly as necessary, in lieu of such mailing, a single notice of vacancy may be sent to the Association President or designee.
- D. Any full-time employee in the same position/job duties and classification as the posted vacancy shall be permitted to request a transfer to the vacancy. No employee requesting a transfer shall be required to take a test or complete any type of probationary/evaluation period. The employee with the most bargaining unit seniority who has requested a transfer to said vacancy shall be granted the transfer. Per the 5/13/09 Labor Management meeting, regarding what positions would qualify as a lateral transfer (same position/job duties and classification, in terms of Atco Adult Services positions, it was decided that the Workshop Specialist II/Habilitation and Workshop Specialist II/Developmental Activity Center were lateral transfers. All other Workshop Specialist II positions cannot laterally transfer to any other Workshop II position. It was also agreed that the Adult Service Aide/Nursing, Adult Service Aide/DAC, and Adult Program Aide were lateral transfers. All Habilitation Specialist positions are the same and one Habilitation Specialist could laterally transfer into a vacant position. (This does not include the Life Skills Trainer, Behavior Specialist, or Job Developer). For Beacon School positions, the Instructor and Early Intervention specialists are not a lateral transfer unless the ODE and ODDD requirements are met. The same is true for the Instructor Assistant and Early Intervention Assistant. Individuals in the Instructor and Instructor Assistant positions can laterally transfer to another position in the same classification in a different classroom.
- E. Any full-time permanent employee in (1) a different classification or (2) same classification but different job duties may apply to fill a vacancy. All in-house applicants shall be interviewed who meet the qualifications as stated on the job posting. In addition, management will consider the applicant's experience, previous evaluations, attendance, training and observations.
- F. The Superintendent/designee will attempt to choose the most qualified applicant, but, if the qualifications of two (2) or more bargaining unit applicants are deemed equal, the applicant with the most bargaining unit seniority shall be awarded the position. If more than one (1) applicant has the same bargaining unit seniority date, the applicant with the greatest bargaining unit seniority shall be awarded the job.
- G. At this point, management may hire from within and the process would stop. However, if a qualified, internal applicant has not been found, management may exercise its option to advertise outside for the position after all in-house qualified bargaining unit applicants have been interviewed. When this occurs, within ten (10) days the in-house applicant(s) will be informed that he/she is or is not a candidate(s).

- H. If a vacant position is not awarded to the bargaining unit member with the most seniority, or is awarded to an applicant outside the bargaining unit, the Superintendent will give the bargaining unit member so affected written specific reasons for the denial within five (5) work days of the filling of the vacancy. Reasons for the denial of the position shall be based upon written observations and/or evaluations, experience and training. In consideration of each applicant, the Superintendent/designee shall not be arbitrary or capricious in their selection.
- I. The Superintendent/designee reaffirms its general support of a policy for filling vacancies from within its own staff, provided, however, nothing herein shall preclude the Board from determining that the interests of the system can best be served by actively seeking candidates from outside the Program.

#### **SECTION 11.05      TEMPORARY POSITIONS**

- A. Temporary positions of more than four (4) months shall be filled by the job posting procedure.
- B. Full-time employees filling an unencumbered temporary position will return to their former position at the end of the unencumbered temporary position; i.e., their former position will be treated as an encumbered vacancy.

#### **SECTION 11.06      TEMPORARY TRANSFERS**

While both the Board and the ABEA recognize that frequent transfers of certified bargaining unit members from building to building or class/assignment to class/assignment is disruptive of the educational or training process and should be avoided whenever possible, both acknowledge that in some instances, such temporary transfers are unavoidable due to absence or incapacitation of unit members. Such temporary transfer shall not exceed thirty (30) working days unless mutually agreed upon by the parties involved and shall be on a voluntary basis whenever possible.

#### **SECTION 11.07      RE-ASSIGNMENTS**

- A. Any re-assignment of a certified licensed or registered bargaining unit member made after July 10 for Beacon for the ensuing program year will be made only after a meeting between such bargaining unit member and the Superintendent, at which time, if requested, the bargaining unit member will be notified in writing of the reasons for the re-assignment. The certified bargaining unit member, at his/her option, may have a representative of his/her choice present at such meeting. Likewise, the Superintendent or Director may have a representative of his/her choice present.
- B. Any reassignment of a registered or certified bargaining unit member in the adult program shall be made only after the employee has been given thirty (30) days notice and a meeting between the bargaining unit member and the Superintendent or Director has taken place as per the same procedure in the preceding paragraph.

- C. Any re-assignment made pursuant to this Section shall be in the best interest of the program involved. Any certified bargaining unit member re-assigned under this Section shall be re-assigned only to a position for which such bargaining unit member has been certified.

**ARTICLE XII**  
**REDUCTION IN WORKING FORCE**

**SECTION 12.01     LAY-OFF AND DISPLACEMENT**

- A. If it becomes necessary to layoff members of the bargaining unit because of reduction in client enrollment, or a change in the program of the Board, a return from a leave of absence, or as otherwise noted in Article II, the following procedures will be followed:
1. Reduction in force shall be defined as the employment of fewer bargaining unit members in an area of classification or program area.
  2. Reductions shall first be accomplished by "attrition" - if possible.
  3. The least senior bargaining unit employee in the position to be reduced shall receive a layoff notice with at least thirty (30) 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. The Association shall immediately be notified when a bargaining unit member is receiving a layoff notice.
- B. If the bargaining unit member is the least senior in his/her classification, the bargaining unit member shall have the right to displace the least senior bargaining unit member in a different classification but within his/her program. The member shall meet the minimum qualifications for the position and the displacement shall not result in a promotion.
- C. A laid-off bargaining unit member may also elect to:
1. displace a part time bargaining unit member within the same classification or a different classification within the program area if he/she meets the minimum requirements according to the sequence above.
  2. displace a full time or part time "temporary" bargaining unit member who has not completed his/her probationary period for the duration of the temporary assignment and any extension thereof with the same limitations as C.1.
- D. Bargaining unit members who have been laid-off or displaced to a different classification shall be placed on a recall list for their original classification in the lay-off/displacement order.
- E. If a bargaining unit member declines recall in his/her original classification - he/she has resigned the original classification.



- F. While on lay off, a bargaining unit member will have the option to remain an active participant in the insurance programs per the provisions of COBRA.

**SECTION 12.02      CLASSIFICATION/PROGRAM**

- A. For the purpose of layoff, the bargaining unit shall be divided into the following classifications:

- Ohio Department of Education Certification/Licensure
  - Ohio Department of Education Registered
  - DD Registered - Adult Staff
  - DD Certified - Adult Staff

- B. Program area shall be defined as all:

- Adult Programs
  - Child Programs

**SECTION 12.03      RECALL**

- A. Laid off bargaining unit members have recall rights for two (2) years following the effective date of layoff. During that time, the Board shall not hire a new employee, or promote or transfer an existing employee into a position vacated by layoff unless the position has first been offered to and declined by each bargaining unit member entitled to be recalled to that position under this Article.
- B. Further, no non-bargaining unit employees shall be assigned to fill a bargaining unit position while an eligible bargaining unit member remains on layoff status.
- C. Work previously performed by bargaining unit members shall not be subcontracted while bargaining unit members remain on layoff status.
- D. Eligibility for bargaining unit positions shall not be upgraded by the Board to prevent the recall of a laid-off employee.
- E. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior person being recalled first for any position, which he/she is qualified to fill within his/her program area provided it is not a promotion.
- F. 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.
- G. Whenever a position is posted, a laid-off/displaced bargaining unit member shall retain his/her bidding rights on the same basis as other bargaining unit members.

- H. The Board 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).
- I. A person while on lay off shall not accrue seniority, but such lay off shall not be considered a break in seniority.

**ARTICLE XIII**  
**DRUG FREE WORKPLACE POLICY**  
**AND AWARENESS PROGRAM**

**SECTION 13.01      DRUG AND ALCOHOL POLICY**

- A. Drug or alcohol abuse in the workplace is dangerous and can be harmful. It is especially important that employees not use controlled substances or alcohol in the workplace. Therefore, it is the Policy of the Board to establish a drug free workplace. "Workplace" is defined to mean the site for the performance of work done in connection with Atco-Beacon. The workplace includes any Board owned buildings, property, vehicles or Board approved vehicle used to transport individuals to and from the program or Board activities; off Board owned property during any Board sponsored or Board related activity, event, or function such as field trips or athletic events where students or individuals are under the jurisdiction of the Board.
- B. For these reasons the Board is committed to maintaining a drug free workplace, and therefore, shall provide a drug free awareness and education program for all employees. Further, it will enforce a policy requiring all employees to refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while on duty or on school premises. Employees who fail to comply with this policy may be subject to discipline for just cause. For employees determined to be first time offenders in the workplace, the corrective action shall be the completion of an appropriate rehabilitation program. Second time offenders who have completed rehabilitation will be terminated for failure of a test or conviction of a drug-related crime.
- C. The bargaining unit member must satisfactorily participate in the rehabilitation program as a condition of continued employment. The Board feels an obligation to help an employee who has a drug and/or alcohol problem. The employee assistance program, however, will be limited to the extent of the school's insurance carrier.
- D. Subsequent offenses may result in just cause discipline in accordance with the provisions of the collective bargaining agreement.
- E. Any employee convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the Employer no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

**SECTION 13.02      DRUG AND ALCOHOL TESTING FOR REASONABLE CAUSE**

- A. Employees may be tested for alcohol and/or drug misuse when a trained supervisor has reasonable suspicion to believe that the employee has been impaired by drugs or alcohol while in the scope of his/her employment.
- B. "Reasonable Suspicion" shall be based upon specific, articulate, contemporaneous observations of the appearance, behavior, speech or body odors of the employee.
- C. In the event reasonable suspicion exists, the trained supervisor shall do the following:
  - 1. Personally observe the behavior of the employee.
  - 2. Contact the Superintendent
  - 3. Make a written record of his/her observations leading to a reasonable suspicion drug or alcohol test within twenty-four (24) hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier.
- D. An employee who is requested to undergo a "Reasonable Cause" drug/alcohol test must be accompanied by a Board representative to the local clinic or medical facility where testing will occur.
- E. Alcohol or drug tests will be authorized for reasonable suspicion only if the required observations are made during the employee's work day. If an alcohol or drug test is not administered within two (2) hours of a determination of reasonable suspicion, the Superintendent will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol or drug tests will terminate after eight (8) hours if a viable sample is produced.
- F. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.
- G. Reasonable Cause Test Procedures:
  - 1. Reasonable Cause test shall consist of a laboratory analysis of appropriate bodily fluids. Such analysis must be made by a NIDA certified laboratory.
  - 2. Specimens will be taken by appropriate medical personnel.
  - 3. At the time the specimens are taken, the individual to be tested shall be given a copy of the sample collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Superintendent. Refusal to sign the consent form or to provide a sample will, cause the employee to be placed on leave without pay until a pre-disciplinary conference can be scheduled and constitutes a failure of the test.

4. Strict procedures on chain of possession will be adhered to in the handling of specimen samples.
- H. The Board will bear all costs of alcohol and drug testing, assessment, evaluation, return-to-duty, and follow-up tests which are not covered by the Board's medical insurance plan.

**ARTICLE XIV**  
**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**SECTION 14.01      LPDC**

There will be a Local Professional Development Committee (LPDC) which complies with Ohio Revised Code related to LPDC. It will consist of three (3) members who are employees of the Board. A majority of the members shall be members of the bargaining unit and shall be appointed by the President of the Atco-Beacon Education Association. Initial terms of bargaining unit members shall be one (1) member appointed for terms of two (2) years and one (1) member appointed for a term of one (1) year. Non-bargaining unit member will be appointed by the Superintendent. Vacancies shall be filled in the manner of original appointment for two (2) years. The LPDC member shall be appointed no later than May 15.

**SECTION 14.02      DUTIES AND POWERS OF THE LPDC**

The LPDC will be responsible for approving and reviewing professional development plans for recertification and licensure as specified in Ohio Law governing such committees. The LPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of DD programs. The LPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board.

**SECTION 14.03      MEETINGS OF THE LPDC**

The LPDC shall meet at least three times per year within the workday and at other times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

- A. A quorum consists of no less than two members who are licensed instructors appointed by the Association and one member appointed by the Superintendent.
- B. Additional meetings may be convened by a quorum.

**SECTION 14.04      PROCEDURES OF THE LPDC**

The LPDC shall adopt procedures governing its operations by a three-fourths majority vote of its members. The LPDC procedures shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing officer to hear and decide such appeals. The hearing officer may, on the request of the individual requesting appeal, be designated by a professional association to which the employee initiating the appeal is a member.

**ARTICLE XV  
LEAVE PROVISIONS**

**SECTION 15.01      SICK LEAVE**

- A. For purposes of this policy, the "immediate family" is defined as: mother, father, brother, sister, child, foster and/or adopted child, spouse, or person who stands in place of spouse, as significant other, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent.
- B. Sick leave shall accrue when a bargaining unit member is on active pay status. All 182-day bargaining unit members shall accumulate sick leave at the rate of 6.5934 hours per 80 hours active pay or one and one-fourth (1-1/4) days per month for twelve (12) months. 227-day bargaining unit members shall accumulate sick leave at the rate of 5.6388 hours per 80 hours active pay or one and one-third (1-1/3) days per month for twelve (12) months. Part-time, seasonal, and intermittent bargaining unit member's sick leave credit shall be strictly proportionate to the hours paid in each bi-weekly pay period.
- C. Bargaining unit members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the bargaining unit member's immediate family. No bargaining unit members taking sick leave will be required to arrange for a substitute.
- D. If a bargaining unit member has used up all existing sick leave due to personal illness, he/she will then follow Unpaid Leave (15.08)
- E. When a bargaining unit member has exhausted all of his/her accumulated sick leave and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit member's accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. Bargaining unit members may donate up to five (5) days per school year (July 1 through June 30). Bargaining unit members must maintain a minimum balance of eighty (80) hours accumulated sick leave to donate sick leave. A bargaining unit member shall be limited to receiving twenty-five (25) days per year. The Association shall notify in writing the Treasurer of the Board as to the

number of days to be deducted, from whom, and the person receiving the transfer of days. Included in the notice shall be a signed statement by the bargaining unit member donating days, authorizing the Board Treasurer to transfer the days. Sick leave can only be donated to other members within the bargaining unit.

- F. If a 182-day bargaining unit member uses three (3) or less sick days during a program year, he/she shall be compensated \$250.00 in the first pay of the new calendar year. If a 227 day Atco bargaining unit member uses four (4) or less sick days during the program year, he/she shall be compensated \$250.00 in the first pay of the new calendar year. To be eligible a bargaining unit member must have been employed for a full program year. Half time bargaining unit members shall receive one-half of the above amount.
- G. Sick leave may be taken in quarter (1/4) hour increments.
- H. Included with the second pay of each contract year will be an accurate record of all accumulated, unused paid leaves available to the employee (e.g. sick leave, personal leave, professional leave, etc.)
- I. A bargaining unit member who has been out on an extended period of sick leave due to injury, surgery, or a disability/illness which requires a doctor's release must have his/her attending physician complete a fitness for duty form in order to return to work.
- J. A bargaining unit member who has been out on an extended period of sick leave due to injury, surgery, or a disability/illness which requires a doctor's release may request a return to work under light duty. Light duty may or may not be related to the bargaining unit member's typical duties. Such return to work will be considered based upon the availability of light duty work and a release for such duty by his/her attending physician. A bargaining unit member must provide his/her supervisor with a written request for light duty, in addition to having the necessary fitness for duty form completed by his/her attending physician.
  - 1. The Board will provide a written description of the light duty work to be performed.
  - 2. The Bargaining Unit Member will meet with the Supervisor prior to commencing the light duty work and mutually agree to the duration of assignment. The assignment may be extended at the discretion of the Superintendent.
  - 3. If the Supervisor determines that there is no light duty work available, he/she will notify the bargaining unit member in writing.

## **SECTION 15.02      COURT LEAVE**

- A. The Board shall grant full pay when a bargaining unit member is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision thereof. The pay received for jury duty during regular working hours shall be given to the Board to deposit in the general operating fund. Bargaining unit members subpoenaed will be paid for work-related court actions only.

B. Bargaining unit members who are subpoenaed to appear in any state, federal, or local court on a criminal matter will be paid under 15.02 (A).

1. Any subpoena involving a personal or family matter, the bargaining unit member may use personal leave or leave without pay.

### **SECTION 15.03      PROFESSIONAL LEAVE**

Bargaining unit members will be entitled to the following professional leaves of absence without loss of pay each calendar year:

- A. Three (3) days professional leave if employed one hundred and eighty-two (182) days and four (4) days professional leave if employed two hundred and twenty-seven (227) days. Professional days must be taken to the nearest quarter hour. For bargaining unit members hired after the 1st of the year, Professional Leave will be prorated with a minimum of a half (1/2) day as the base allocation. The professional leave may be used at the discretion of the bargaining unit member for attending conferences, workshops, and for observation on other programs or facilities to encourage professional betterment of the existing programs.
- B. This leave will be requested in writing by the bargaining unit member to the Superintendent/designee ten (10) working days in advance of the requested leave.
- C. A brief written report will be submitted to the Supervisor highlighting the most salient aspects of this leave/visit.
- D. A brief written report will be submitted to the Board highlighting the most salient aspects of this leave/visit.

### **SECTION 15.04      PERSONAL LEAVE**

A. Bargaining unit members will be entitled to the following personal leaves for absence without loss of pay each calendar year:

A maximum of three (3) days personal leave for one hundred and eighty-two (182) day bargaining unit members. For two hundred and twenty-seven (227) day bargaining unit members and two hundred and forty-eight day bargaining unit members these days are available to cover bargaining unit members for personal reasons. The granting of personal leave to more than one bargaining unit member in any program will be at the discretion of the Supervisor. Personal days must be taken to the nearest quarter hour. Effective January 1, 2016, all Bargaining Unit members will be advanced the number of personal leave days that their years of service allow them to earn. Personal leave will be earned on a basis of the amount of time they are scheduled to work on a regular basis, be it 182 days, 227 days, or 248 days. Bargaining Unit Members receiving 3 days will be credited 1 day for each 4 months of paid service with the Board during the payroll year, Bargaining Unit Members earning 4 days, will be credited with 1 day for each 3 months service during the payroll year, while Bargaining Unit

Members who earn 5 days will receive one and one-fourth (1 & 1/4) per each 3 month period in a payroll year. Any Bargaining Unit member who leaves during a payroll year without earning all the personal leave they have been advanced will be required to repay the prorated amount they have not earned to the Board out of their last payroll check. One personal day may be carried over from one year to the next. New hires will be advanced one day of personal leave against their future accumulation if requested. We will adopt the following schedule:

0 - 10 years = 3 days

11 - 20 years = 4 days

21 plus years = 5 days

- C. Notice to the bargaining unit member's program administrator that personal leave will be taken will be given in writing at least three (3) days, if possible, prior to the date of taking such leave.
- D. Applicants for such leave will not be required to state the reasons other than they are taking it under this Section of the Agreement.
- E. If a bargaining unit member does not use all of his/her personal days during any calendar year, then he/she shall be compensated at ½ rate for each unused personal leave day at the end of the calendar year in the first pay of the new calendar year. To be eligible, a bargaining unit member must have been employed for a full program year. Half time members shall receive one half of the above amount.
- F. Included with the first pay of each contract year will be an accurate record of all accumulated, unused paid leaves available to the employee (e.g. sick leave, personal leave, professional leave, etc.)

#### **SECTION 15.05      ASSAULT LEAVE**

- A. If an employee is injured during the course of Board employment as a direct result of violent physical outburst of a student or consumer, the employee will be eligible for assault leave. Employees must be unable to work and the injury verified by the bargaining unit member submitting an incident report. The bargaining unit member must also secure a physician's statement which verifies the date of occurrence of the injury and the date of return to work with or without restrictions. The Superintendent may require additional medical verification to continue the assault leave. Such expenses shall be borne by the Board.
- B. A member assaulted as a result of employment and temporarily disabled by such assault, shall remain on the payroll and shall receive all benefits as if on sick leave as hereinafter provided. The member shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to the member the difference between the benefits received and the member's regular salary to make it whole. The decision of the Bureau of Workers' Compensation on granting benefits shall have no bearing on the provisions of this Article. Assault leave shall not exceed more than thirty (30) days. Assault leave shall not be deducted from the accumulated sick leave of the member.



**SECTION 15.06      BEREAVEMENT LEAVE**

A. An employee may be granted three (3) bereavement leave days per calendar year.

**SECTION 15.07      RELIGIOUS HOLIDAYS**

A. The Superintendent may grant up to three (3) days of administrative leave, within the calendar year, for the observance of a religious holiday if that holiday cannot be observed outside of normal working hours.

B. Where an employee wishes to observe a religious holiday, which can be observed outside of normal working hours the following is applicable:

1. Except by special permission, the employee who is exempt from the overtime provisions of the federal wage and hour law will be assigned to work this make-up time in advance of the religious holidays to be taken. Selection of time to work as make-up time must be approved in writing by the Superintendent.
2. If any of those days granted as administrative leave with pay for observance of religious holidays are not made up by the end of the pay period, the employee will have a deduction made in that amount from his or her next pay.
3. Employees who are not exempt from the overtime requirements of the federal wage and hour law may request make-up time during the work week in which the religious holiday falls.
4. The approved leave cannot place a burden on the operation of programs and services operated by the Board.

**SECTION 15.08      UNPAID LEAVES**

A. The granting of any leave of absence is subject to approval of the Superintendent. Except for emergencies, employees will advise the Superintendent thirty (30) days prior to commencement of the desired leave, so that the various functions may proceed properly.

B. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position, if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated when the employee returns to work at the end of the scheduled leave.

C. An employee may return to work before the scheduled expiration of leave, if requested by the employee and approved by the Superintendent. An employee who fails to return to work within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the Superintendent or designee, may be removed from his or her position.

- D. Except in the case of educational leave, maternity/paternity leave, military leave, leave without pay cannot be utilized until such time as all other forms of legally available leave have been exhausted including vacation, sick, personal leave.
- E. If it is found that the leave is not actually being used for the purpose for which it was granted, the Superintendent may cancel the leave and direct the employee to report to work.
- F. The bargaining unit member may continue insurance benefits included in this Contract upon payment to the Business Manager on a monthly basis of the cost for the same.
- G. Employees on unpaid leaves of absence, outside of FMLA coverage, are responsible for contacting the Business Manager if they wish to continue insurance coverage during their unpaid leave. An employee who exceeds ten days of unpaid leave in a calendar year is responsible for 100% payment of insurance benefits for those days missed and any subsequent days missed without pay.
- H. The bargaining unit member will return to work on the current negotiated salary schedule and will for purposes of retirement retain all years of service per the appropriate retirement plan. The bargaining unit member will retain years of service as it relates to seniority.

**SECTION 15.09      HEALTH LEAVE**

- A. Two (2) weeks unpaid health leave will be granted to bargaining unit members employed less than one (1) year and not on probationary status. Twelve (12) weeks unpaid health leave will be granted to bargaining unit members with one (1) to five (5) years employment. After five (5) years of employment with the Board, a bargaining unit member may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leaves will be supported by appropriate medical documentation.

**SECTION 15.10      PERSONAL LEAVE**

- A. The Superintendent may grant a personal leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. The employee must be employed for a minimum of one (1) year. This shall exclude issues covered under the Family Medical Leave Act. Such a leave may not be renewed or extended beyond six (6) months, including any time spent on family or health leave.
- B. Leave may be granted for a maximum period of two (2) years for the purpose of education, training, research or specialized experience which would be of benefit to the Board by improved performance or for voluntary (unpaid) service in any governmentally sponsored program of public betterment.
- C. Such leave may be approved only for those bargaining unit members who have worked in the Beacon School or Atco Adult Program for five (5) or more years. Subsequent leaves may be granted after a minimum of five (5) additional years in the Beacon School or Atco Adult

Program provided other members of the staff have not filed request for such leave. Only one (1) bargaining unit member may be on such leave, except in such cases that the operational needs of the agency will not be affected.

**SECTION 15.11 EDUCATIONAL LEAVE, UNPAID**

- A. All bargaining unit members are entitled to be granted sabbatical leave.
- B. The application for Sabbatical Leave shall include a detailed plan of how the leave is to be spent, including an explanation of how it will improve the bargaining unit member's professional effectiveness within the district and will contribute to the bargaining unit member's professional growth.
- C. No Sabbatical Leave shall be granted unless the Superintendent approves the plan submitted with the application, determines that the Sabbatical is in the best interests of the district, and recommends approval of the requested leave to the Board.

**SECTION 15.12 MATERNITY LEAVE**

- A. A maternity leave of absence without pay will be granted to a bargaining unit member for the purpose of child-bearing and/or child rearing as follows:
- B. A bargaining unit member who is pregnant will be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the bargaining unit member and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her essential functions. All or any portion of a leave taken by a bargaining unit member because of her pregnancy or a medical disability connected with or resulting from her pregnancy may, at the bargaining unit member's option, be charged to her available sick leave and/or vacation leave.
- C. A male bargaining unit member will be entitled upon request to a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter. A male bargaining unit member will be entitled to sick leave upon request for a pregnancy related condition of a member of the bargaining unit member's immediate family where the bargaining unit member's presence is reasonably necessary for the health and welfare of the bargaining unit member's affected family member.
- D. A bargaining unit member adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year.

**SECTION 15.13      MILITARY LEAVE**

- A. Military Leave will be granted to bargaining unit members pursuant to Ohio Revised Code and USERRA Benefits will be granted as allowable by law.

**SECTION 15.14      LEAVE RECORDS**

- A. Included with the first pay of each contract year will be an accurate record of all accumulated, unused paid leaves available to the employee (e.g. sick leave, personal leave, professional leave, etc.).

**ARTICLE XVI  
INSURANCE PREMIUMS**

**SECTION 16.01      EMPLOYER SHARE OF INSURANCE PREMIUMS**

- A. For those employees that choose insurance coverage, the Employer shall provide a hospitalization and major medical health insurance plan, a vision insurance plan, a dental insurance plan, a prescription drug insurance plan, and a group term life insurance plan. Present coverage is set forth in the schedule of benefits attached as Exhibit A.
- B. For those employees that choose insurance coverage, the Employer will pay 100% of the premiums for vision and dental insurance, regardless of the type of plan chosen (i.e., single, two-party – employee/child or employee/spouse, or family.)
- C. For those employees that choose insurance coverage:
1. The employer shall pay 85% of the single plan premiums for hospitalization and major medical health insurance and prescription drug plan, while the employee will pay 15% of the single plan premiums.
  2. Effective August 22, 2004, if an employee chooses a plan other than single coverage for hospitalization and major medical health insurance and prescription drug insurance, the employer shall pay 80% of the plan premiums, while the employee will pay 20% of the plan premiums.
  3. A choice of one other plan approved by the Association will be provided (Appendix C). -
    - a. If the employee chooses the HSA option the deductible will be funded by the Board at 80% for calendar year 2014, and 80% for calendar year 2015. Funding of the HSA shall occur semi-annually. If an employee's expenses exceed their first employer contribution, the employee shall request advancement of the second contribution to the Board. The Board shall deposit additional funding to cover the expenses not to exceed the maximum deductible.

4. The employer shall also pay the full cost of group term life insurance in the amount of \$50,000 for all full-time employees (i.e., those individuals working 35 to 40 hours per week.)
- D. Employees who work less than 20 hours per week shall not be eligible for the benefits described in this Article.
  - E. The Employer shall request that the County Auditor's office continue to maintain a Section 125 Plan (i.e., insurance premiums only – not a cafeteria plan).
  - F. An employee on unpaid leave of absence shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specified time of the leave – except as may be otherwise provided under Board policies or Articles in this Agreement for an employee on Family Medical Leave. The employee taking unpaid leave shall choose either to pay the amount of the first month's insurance premiums directly to the Board prior to the commencement of unpaid leave and directly to the Board prior to the beginning of the month for each subsequent month that the employee is on leave, or to authorize that the premiums be payroll-deducted from the employee's paycheck.
  - G. Employees shall be responsible for notifying the Personnel Office of changes in dependent or covered persons as soon as a change occurs. If an employee fails to notify the Personnel Office as soon as a change occurs, the employee shall reimburse the Board for all premiums paid for ineligible persons.
  - H. An insurance committee will be established to review the insurance coverage provided by the Board on an ongoing basis and to investigate other possible carriers and/or policies that may provide either a savings in insurance costs or containment of insurance costs. The eight (8) member committee shall be open to representatives from the ABEA bargaining unit (2), the OAPSE bargaining unit (2), the PGO bargaining unit (2), the employees not in any bargaining unit (1) and administrators (1). The committee shall meet with the intention of reducing the overall cost of health insurance and with the goal of keeping the current premium increase at or below current levels. The committee shall meet with insurance representatives/consultants to discuss insurance and review insurance options. The committee may, by consensus, issue one or more recommendations to the Board regarding changes to the current health plan.

The administration and insurance committee can mutually agree to changes to the health insurance plan during the course of this agreement.

## **SECTION 16.02 LIFE INSURANCE**

The Board shall purchase term life insurance coverage in the amount of \$50,000.00 for all bargaining unit members.

## **SECTION 16.03 VISION INSURANCE**

- A. The Board shall purchase optical insurance coverage which meets or exceeds the specifications below current plan for each member of the bargaining unit, now or hereinafter employed. Current benefit levels shall remain in effect, however, any new or existing benefits shall be modified to meet the specifications set forth. The full cost of such insurance and any increases thereof shall be paid by the Board. The effective date of coverage shall be on the execution of this Agreement.
- B. If a bargaining unit member requests family coverage, the Board shall pay the full cost of the family coverage and any increases thereof.
- C. The benefit levels are scheduled as follows:

Eye Examinations - One regular eye examination every 24 months by an ophthalmologist or optometrist for each person covered under the program. A \$10 deductible will be paid to the doctor.

Frames - One pair every 24 months, provided the frame is used with lenses prescribed as a result of an eye examination. Where new frames are not required, the frames allowance may be applied toward the cost of lenses.

Lenses - One pair every 24 months is covered. A \$15 deductible for the combined benefits of lenses and frames payable to the doctor.

Contacts - The allowance for medically necessary contact lenses listed in the Schedule of Allowances will be paid only if: (a) the lenses are necessary following cataract surgery; (b) visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in one eye with contact lenses; or (c) the lenses are necessary for the treatment of Anisometropia or Keratoconus. Prior approval must be obtained by the PANEL doctor to be fully covered under this plan. For cosmetic contact lenses, an allowance of \$80 will be made toward their cost in lieu of all other benefits for that year.

Other Limitations Include:

- a. Cost of frames in excess of the plan allowance,
  - b. Contact lenses (except as specifically provided elsewhere herein),
  - c. Blended lenses (no line bifocals),
  - d. Two pair of glasses in lieu of bifocals,
  - e. Extra cost of oversize lenses,
  - f. Tinted or coated lenses (except pinks #1 and #2).
- D. The Non-Panel Reimbursement Schedule below provides coverage for patients choosing non-panel doctors to the maximum amounts cited. No deductible is applied.

1. Professional Fees

Vision Examination, up to \$30.00

2. Materials

Single vision lenses, up to \$25.00

Bifocal lenses, up to \$40.00

Trifocal lenses, up to \$50.00

Lenticular lenses, up to \$80.00

Frames, up to \$25.00

3. Contact Lenses (In lieu of all other benefits for benefit period)

Necessary \* \$160.00

Cosmetic \$ 80.00

- \* Determination of "necessary" versus "cosmetic" contact lenses under the Non-Panel Reimbursement Schedule will be consistent with the panel doctor services.

Refer to the Vision Service Plan Contract for additional information relating to benefits and limitations.

**SECTION 16.04      DENTAL INSURANCE**

The Board shall purchase family dental insurance coverage which meets or exceeds the specifications in paragraph 2 current plan for each member of the bargaining unit, now or hereafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

<b>COVERED SERVICES</b>			
<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>
Diagnostic & Preventative	Basic Orthodontic	Major	
Exams	Sealants (to age 14)	Onlays	Exams
X-rays	Fillings	Crowns	X-rays
Pulp Tests	Endodontics (root canal)	Bridges	Diagnostic
Cast			
Diagnostic Casts	Periodontal Services	Substructures	Appliances
Prophylaxis (Cleanings)	Extractions	Partial Dentures	Adjustments
Fluoride (to age 19)	Alveoloplasty	Full Dentures	
Space Maintainers	Hyperplastic Tissue Removal		
Palliative Treatment	Incision & Drainage		
	Occlusal Adjustment		
	Occlusal Guard		
	Recommendation		
	Relines & Rebases		
	Tissue Conditioning		
	Repairs		
	General Anesthesia (for complex oral surgery)		
<b>BENEFIT COVERAGE</b>			
<b>100%</b>	<b>80%</b>	<b>80%</b>	<b>60%</b>
No Deductible	\$25 Individual Deductible Per Calendar Year		No Deductible
	\$50 Family Deductible Per Calendar Year		
\$1,000 Individual Maximum Benefit Per Calendar Year			\$1,000 Individual Lifetime Maximum Benefit



**SECTION 16.05      PRESCRIPTION DRUG INSURANCE**

The Board shall provide Prescription Drug insurance with a mandatory generic and mail-order requirement. 90-day mail-order Rx: \$10 co-pay for generic, \$40 co-pay for formulary, \$60 co-pay for brand. Retail Rx: \$5 co-pay for generic drugs, a \$20 co-pay for formulary, and a \$30 brand name drugs, formulary, \$60 co-pay for brand. For the HSA plan there are no co-pays. The cost of drugs will be applied to the deductible. When the deductible is met drug costs then will be paid by the HSA plan at 100%.

**ARTICLE XVII  
SUBCONTRACTING**

**SECTION 17.01      SUBCONTRACTING**

It is not the Board's intention to erode the bargaining unit through subcontracting.

**ARTICLE XVIII  
CONTRARY TO LAW**

**SECTION 18.01      CONTRARY TO LAW**

In the event there is a conflict between a provision of this contract and Ohio Revised Code 4117.10 (a), federal or state law or valid rules or regulation adopted by a federal or state agency, as determined by a court of competent jurisdiction, Ohio Revised Code 4117.10 (a) or federal or state law or valid rule or regulation adopted by a federal/state agency shall prevail as to that provision. All other provisions of this contract, which are not in conflict with Ohio Revised Code 4117.10 (a), federal or state law or valid rule or regulation adopted by a federal or state agency, shall continue in full force and effect in accordance with their terms. The parties shall meet to negotiate any necessary changes in this contract, relative to the affected provision, within sixty (60) days of demand by either party. The provisions of this contract govern the wages, hours, and terms of employment for all bargaining unit members. The provisions of this contract shall be interpreted in accordance with, and subject to, the provisions of Chapter 4117 of the Ohio Revised Code. Where this contract makes no specific specification, modification, or is silent, regarding any matter, the Board and bargaining unit members are subject to all applicable state laws.

**ARTICLE XIX**  
**DURATION OF CONTRACT**

This contract shall be effective as of 12:00 a.m., February 22, 2017 and shall terminate at 11:59 p.m., February 21, 2019 unless the parties mutually agree to extend the contract in writing.

**ARTICLE XX**  
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have set their hands at Athens, Ohio, this 28<sup>th</sup> day of March, 2017.

**ATHENS COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES:**

**ATCO-BEACON EDUCATION  
ASSOCIATION:**

By: Margaret Plenko  
Chair  
\_\_\_\_\_  
\_\_\_\_\_

By: Devin Justice  
John Wilson  
Julie Jones  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ATHENS COUNTY  
COMMISSIONERS:**

By: Larry Elmer  
Chris Chappel  
[Signature]  
\_\_\_\_\_

Date: 3/28/17

APPROVED AS TO FORM:

[Signature]  
Athens County Prosecutor

Date: 4/11/17

**APPENDIX A**

**ATCO/BEACON GRIEVANCE PROCEDURE FORM**

Grievance Number: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Position \_\_\_\_\_ Building \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

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Articles and/or Sections Violated \_\_\_\_\_

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Relief Sought \_\_\_\_\_

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**APPENDIX B-1 ATHENS COUNTY BOARD OF DD  
PERFORMANCE REVIEW SYSTEM**

Review Deadline
Rating Period

Name (Last)	First)	(M.I.)	SS#
Position Title	Agency	Location	
<input type="checkbox"/> Mid Probation	<input type="checkbox"/> Final Probation	<input type="checkbox"/> Annual	<input type="checkbox"/> Special

<p>I have prepared this performance review. Rater Comments:</p>  <p>Rater Signature _____ Date _____</p>	<p>I have read the above: _____ I have _____ I have not responded on an attached sheet of paper. My signature may not indicate agreement with the above. I understand that performance reviews are appealable and failure to sign this form waives my right to appeal.</p> <p>If an employee feels that the evaluation is not a true reflection of job performance, he/she may submit a written request for review to the next higher person in the chain of command for his/her department. The written request must specify areas of concern. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten (10) days and present the finding to the employee. If the employee is still not satisfied, he/she may request further reviews through the chain of command—up to the Superintendent, whose decision will be final.</p> <p>The evaluation procedure is grievable, the text of evaluations are <u>not</u> grievable, however, if any bargaining unit member is in disagreement with his/her annual rating, the he/she may attach his/her rebuttal to the annual rating in questions.</p>
<p>Reviewer Comments:</p>  <p>Reviewer Signature _____ Date _____</p>	<p>Employee Signature _____ Date _____</p>
<p>Appointing Authority Signature _____ Date _____</p>	

**TIMELINESS**

Performance of probationary employees will be reviewed twice - midpoint and end of the probation period. Thereafter, reviews will be conducted annually and MUST be completed and signed by all parties by the review deadline. Special reviews may be conducted at any time.

**PURPOSE**

Performance Review is utilized to:

- Work toward attainment of goals and objectives;
- Inform the employees of strengths, weaknesses and progress;
- Improve performance and productivity;
- Strengthen work relationships and improve communication;
- Develop employee skills;
- Recognize accomplishments and good work

**RATING LEVELS**

- A. Far Exceeds** - far exceeds performance expectations by consistently demonstrating excellent performance
- B. Exceeds** - frequently exceeds performance expectations. High level of performance.
- C. Meets** - meets all performance expectations for the job. At times exceeds performance expectations.
- D. Partially Meets** - meets performance expectations on an inconsistent basis.
- E. Does Not Meet** - consistently fails to meet performance Expectations

PARAPROFESSIONAL

Dimensions

**JOB KNOWLEDGE**

- ◆ Remains up-to-date on current trends in the profession.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Knows practical and routine aspects of present job.  
Stays familiar with functions of the Department.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Understands relevant policies, procedures, and regulations.     \_\_\_ Meets
- ◆ Applies knowledge effectively to job duties.
- ◆ Uses innovative ideas.

Comments:

**COMMUNICATION**

- ◆ Employs effective communication skills when listening, speaking and writing.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Demonstrates tact and diplomacy.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Informs supervisor about issues in timely manner.     \_\_\_ Meets

Comments:

**COOPERATION**

- ◆ Works with others to solve problems.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Seeks and accepts input.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Provides objective feedback.     \_\_\_ Meets

Comments:





PARAPROFESSIONAL

\_\_\_\_\_ PERFORMANCE GROWTH

OR

\_\_\_\_\_ ACTION PLAN

JOB KNOWLEDGE

COMMUNICATION

COOPERATION

TASK MANAGEMENT

AGENCY MISSION COMPLIANCE

**APPENDIX B-2 ATHENS COUNTY BOARD OF DD  
PERFORMANCE REVIEW SYSTEM**

Review Deadline
Rating Period

Name (Last)	First)	(M.I.)	SS#
Position Title	Agency		Location
<input type="checkbox"/> Mid Probation	<input type="checkbox"/> Final Probation	<input type="checkbox"/> Annual	<input type="checkbox"/> Special

<p>I have prepared this performance review. Rater Comments:</p>  <p>Rater Signature _____ Date _____</p>	<p>I have read the above: ____ I have ____ I have responded on an attached sheet of paper. My signature may not indicate agreement with the above. I understand that performance reviews are appealable and failure to sign this form waives my right to appeal.</p> <p>If an employee feels that the evaluation is not a true reflection of job performance, he/she may submit a written request for review to the next higher person in the chain of command for his/her department. The written request must specify areas of concern. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten (10) days and present the finding to the employee. If the employee is still not satisfied, he/she may request further reviews through the chain of command—up to the Superintendent, whose decision will be final.</p> <p>The evaluation procedure is grievable, the text of evaluations are <u>not</u> grievable, however, if any bargaining unit member is in disagreement with his/her annual rating, the he/she may attach his/her rebuttal to the annual rating in questions.</p>
<p>Reviewer Comments:</p>  <p>Reviewer Signature _____ Date _____</p>	<p>Employee Signature _____ Date _____</p>
<p>Appointing Authority Signature _____ Date _____</p>	

**TIMELINESS**

Performance of probationary employees will be reviewed twice - midpoint and end of the probation period. Thereafter, reviews will be conducted annually and MUST be completed and signed by all parties by the review deadline. Special reviews may be conducted at any time.

**PURPOSE**

Performance Review is utilized to:

- Work toward attainment of goals and objectives;
- Inform the employees of strengths, weaknesses and progress;
- Improve performance and productivity;
- Strengthen work relationships and improve communication;
- Develop employee skills;
- Recognize accomplishments and good work

**RATING LEVELS**

- A. Far Exceeds** - far exceeds performance expectations by consistently demonstrating excellent performance High level of performance.
- C. Meets** - meets all performance expectations for the job. At times exceeds performance expectations.
- D. Partially Meets** - meets performance expectations on an inconsistent basis.
- E. Does Not Meet** - consistently fails to meet performance Expectations

PROFESSIONAL

Dimensions

**JOB KNOWLEDGE**

- ◆ Remains up-to-date on current trends in the profession.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Knows practical and routine aspects of present job.  
Stays familiar with functions of the Department.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Understands relevant policies, procedures, and regulations.     \_\_\_ Meets
- ◆ Applies knowledge effectively to job duties.
- ◆ Uses innovative ideas.

Comments:

**COMMUNICATION**

- ◆ Employs effective communication skills when listening, speaking and writing.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Demonstrates tact and diplomacy.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Informs supervisor about issues in timely manner.     \_\_\_ Meets

Comments:

**COOPERATION**

- ◆ Works with others to solve problems.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Seeks and accepts input.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Provides objective feedback.     \_\_\_ Meets

Comments:

PROFESSIONAL

Dimensions

**PLANNING, SCHEDULING, AND PRIORITIZING**

- ◆ Organizes and plans work. \_\_\_ Far Exceeds \_\_\_ Partially Meets
- ◆ Performs job tasks in a timely manner.
- ◆ Assists in developing long-range plans for work, and \_\_\_ Exceeds \_\_\_ Does Not Meet  
◆ objectively evaluating needs on a regular basis.
- ◆ Prioritizes, coordinates, and monitors tasks to ensure \_\_\_ Meets  
work completion.
- ◆ Generates amount of work expected.
- ◆ Manages tasks while upholding agency/department policies and  
procedures.

Comments:

**PROBLEM SOLVING/DECISION MAKING**

- ◆ Identifies issues and problems. \_\_\_ Far Exceeds \_\_\_ Partially Meets
- ◆ Collects relevant information.
- ◆ Assists in determining alternative courses of action. \_\_\_ Exceeds \_\_\_ Does Not Meet
- ◆ Arrives at sound, practical conclusions.
- ◆ Suggests and implements solutions on a timely basis. \_\_\_ Meets
- ◆ Monitors effectiveness of solutions and suggests changes  
as needed.

Comments:

**AGENCY MISSION COMPLIANCE**

- ◆ Understands the mission, goals, and objectives of the \_\_\_ Far Exceeds \_\_\_ Partially Meets  
agency and/or division.
- ◆ Reinforces, supports, and pursues the attainment of \_\_\_ Exceeds \_\_\_ Does Not Meet  
agency goals and objectives
- ◆ Provides a positive influence of solutions and suggests \_\_\_ Meets  
changes as needed.

Comments:

PROFESSIONAL

\_\_\_\_\_ PERFORMANCE GROWTH

OR

\_\_\_\_\_ ACTION PLAN

JOB KNOWLEDGE

COMMUNICATION

COOPERATION

PROFESSIONAL

\_\_\_\_\_ PERFORMANCE GROWTH

OR

\_\_\_\_\_ ACTION PLAN

PLANNING, SCHEDULING, AND PRIORITIZING

PROBLEM SOLVING/DECISION MAKING

AGENCY MISSION COMPLIANCE

**APPENDIX B-3 ATHENS COUNTY BOARD OF DD**

Review Deadline
Rating Period

Name (Last)	First	(M.I.)	SS#
Position Title	Agency		Location
<input type="checkbox"/> Mid Probation	<input type="checkbox"/> Final Probation	<input type="checkbox"/> Annual	<input type="checkbox"/> Special
I have prepared this performance review. Rater Comments:		I have read the above: _____ I have _____ I have not responded on an attached sheet of paper. My signature may not indicate agreement with the above. I understand that performance reviews are appealable and failure to sign this form waives my right to appeal.	
Rater Signature	Date		
Reviewer Comments:		If an employee feels that the evaluation is not a true reflection of job performance, he/she may submit a written request for review to the next higher person in the chain of command for his/her department. The written request must specify areas of concern. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten (10) days and present the finding to the employee. If the employee is still not satisfied, he/she may request further reviews through the chain of command—up to the Superintendent, whose decision will be final.	
Reviewer Signature	Date		
Appointing Authority Signature		Employee Signature	Date

TIMELINESS

Performance of probationary employees will be reviewed twice - midpoint and end of the probation period. Thereafter, reviews will be conducted annually and MUST be completed and signed by all parties by the review deadline. Special reviews may be conducted at any time.

PURPOSE

Performance Review is utilized to:

- Work toward attainment of goals and objectives;
- Inform the employees of strengths, weaknesses and progress; expectations.
- Improve performance and productivity;
- Strengthen work relationships and improve communication;
- Develop employee skills;
- Recognize accomplishments and good work

RATING LEVELS

- A. Far Exceeds** - far exceeds performance expectations by consistently demonstrating excellent performance
- B. Exceeds** - frequently exceeds performance  
High level of performance.
- C. Meets** - meets all performance expectations for the job. At times exceeds performance expectations.
- D. Partially Meets** - meets performance expectations on an inconsistent basis.
- E. Does Not Meet** - consistently fails to meet performance Expectations

PARAPROFESSIONAL – WORKSHOP SPECIALIST II ONLY

Dimensions

**JOB KNOWLEDGE**

- ◆ Remains up-to-date on current trends in the profession.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Knows practical and routine aspects of present job.  
Stays familiar with functions of the Department.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Understands relevant policies, procedures, and regulations.     \_\_\_ Meets
- ◆ Applies knowledge effectively to job duties.
- ◆ Uses innovative ideas.

Comments:

**COMMUNICATION**

- ◆ Employs effective communication skills when listening, speaking and writing.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Demonstrates tact and diplomacy.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Informs supervisor about issues in timely manner.     \_\_\_ Meets

Comments:

**COOPERATION**

- ◆ Works with others to solve problems.     \_\_\_ Far Exceeds     \_\_\_ Partially Meets
- ◆ Seeks and accepts input.     \_\_\_ Exceeds     \_\_\_ Does Not Meet
- ◆ Provides objective feedback.     \_\_\_ Meets

Comments:



PARAPROFESSIONAL – WORKSHOP SPECIALIST II ONLY

Dimensions

**PLANNING, SCHEDULING, AND PRIORITIZING**

- ◆ Organizes and plans work. \_\_\_\_\_ Far Exceeds \_\_\_\_\_ Partially Meets
- ◆ Performs job tasks in a timely manner. \_\_\_\_\_ Exceeds \_\_\_\_\_ Does Not Meet
- ◆ Assists in developing long-range plans for work, and  
◆ objectively evaluating needs on a regular basis. \_\_\_\_\_ Meets
- ◆ Prioritizes, coordinates, and monitors tasks to ensure  
work completion.
- ◆ Generates amount of work expected.
- ◆ Manages tasks while upholding agency/department policies and  
procedures.

Comments:

**PROBLEM SOLVING/DECISION MAKING**

- ◆ Identifies issues and problems. \_\_\_\_\_ Far Exceeds \_\_\_\_\_ Partially Meets
- ◆ Collects relevant information. \_\_\_\_\_ Exceeds \_\_\_\_\_ Does Not Meet
- ◆ Assists in determining alternative courses of action. \_\_\_\_\_ Meets
- ◆ Arrives at sound, practical conclusions.
- ◆ Suggests and implements solutions on a timely basis. \_\_\_\_\_ Meets
- ◆ Monitors effectiveness of solutions and suggests changes  
as needed.

Comments:

**AGENCY MISSION COMPLIANCE**

- ◆ Understands the mission, goals, and objectives of the  
agency and/or division. \_\_\_\_\_ Far Exceeds \_\_\_\_\_ Partially Meets
- ◆ Reinforces, supports, and pursues the attainment of  
agency goals and objectives \_\_\_\_\_ Exceeds \_\_\_\_\_ Does Not Meet
- ◆ Provides a positive influence of solutions and suggests  
changes as needed. \_\_\_\_\_ Meets

Comments:

PARAPROFESSIONAL – WORKSHOP SPECIALIST II ONLY

\_\_\_\_\_ PERFORMANCE GROWTH

OR

\_\_\_\_\_ ACTION PLAN

JOB KNOWLEDGE

COMMUNICATION

COOPERATION

PARAPROFESSIONAL – WORKSHOP SPECIALIST II ONLY

\_\_\_\_\_ PERFORMANCE GROWTH

OR

\_\_\_\_\_ ACTION PLAN

PLANNING, SCHEDULING, AND PRIORITIZING

PROBLEM SOLVING/DECISION MAKING

AGENCY MISSION COMPLIANCE

**APPENDIX B-4 ATHENS COUNTY BOARD OF DD  
PERFORMANCE REVIEW SYSTEM  
(ABEA – Professional)**

Review Deadline
Rating Period

Name (Last)	(First)	(M.I.)	SS#
Position Title	Agency	Location	
<input type="checkbox"/> Mid Probation	<input type="checkbox"/> Final Probation	<input type="checkbox"/> Annual	<input type="checkbox"/> Special

<p>I have prepared this performance review. Rater Comments:</p>   <p>Rater Signature _____ Date _____</p>	<p>I have read the above: _____ I have _____ I have not responded on an attached sheet of paper. My signature may not indicate agreement with the above. I understand that performance reviews are appealable and failure to sign this form waives my right to appeal.</p> <p>If an employee feels that the evaluation is not a true reflection of job performance, he/she may submit a written request for review to the next higher person in the chain of command for his/her department. The written request must specify areas of concern. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten (10) days and present the finding to the employee. If the employee is still not satisfied, he/she may request further reviews through the chain of command—up to the Superintendent, whose decision will be final.</p> <p>The evaluation procedure is grievable, the text of evaluations are <u>not</u> grievable, however, if any bargaining unit member is in disagreement with his/her annual rating, the he/she may attach his/her rebuttal to the annual rating in questions.</p>
<p>Reviewer Comments:</p>   <p>Reviewer Signature _____ Date _____</p>	<p>Employee Signature _____ Date _____</p>
<p>Appointing Authority Signature _____ Date _____</p>	

**TIMELINESS**

Performance of probationary employees will be reviewed twice - midpoint and end of the probation period. Thereafter, reviews will be conducted annually and MUST be completed and signed by all parties by the review deadline. Special reviews may be conducted at any time.

**PURPOSE**

- Performance Review is utilized to:
- Work toward attainment of goals and objectives;
  - Inform the employees of strengths, weaknesses and progress; expectations.
  - Improve performance and productivity;
  - Strengthen work relationships and improve communication;
  - Develop employee skills;
  - Recognize accomplishments and good work

**RATING LEVELS**

- A. Far Exceeds** - far exceeds performance expectations by consistently demonstrating excellent performance
- B. Exceeds** - frequently exceeds performance  
High level of performance.
- C. Meets** - meets all performance expectations for the job. At times exceeds performance expectations.
- D. Partially Meets** - meets performance expectations on an inconsistent basis.
- E. Does Not Meet** - consistently fails to meet performance Expectations

## Instructional Planning

### 1. FOCUS FOR LEARNING - STANDARD 4

The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

### 2. ASSESSMENT DATA - STANDARD 3

The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

### 3. PRIOR CONTENT/KNOWLEDGE/SEQUENCE CONNECTIONS - STANDARDS 1,2,4

The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in State standards.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

### 4. KNOWLEDGE OF STUDENTS - STANDARDS 1

The teacher demonstrates familiarity with Students' background knowledge and Experiences and describes multiple Procedures used to obtain this information.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

## Instructional and Assessment

### 1. LESSON DELIVERY – STANDARDS 2, 4, 6

Teacher explanations are clear and accurate.  
The teacher uses developmentally appropriate  
Strategies and language designed to actively  
Encourage independent, creative, and critical thinking.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

### 2. DIFFERENTIAL - STANDARDS 1, 4

The teacher employs a variety of formal and informal  
assessment techniques to collect evidence of students'  
knowledge and skills and analyzes data to effectively  
inform instructional planning and delivery

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

### 3. RESOURCES - STANDARDS 2, 4

Instructional materials and resources are aligned  
to the instructional purposes and are appropriate  
for students' learning styles and needs, actively  
engaging students.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

**4. CLASSROOM ENVIRONMENT - STANDARDS 1, 5, 6**

The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

**5. ASSESSMENT OF STUDENT LEARNING - STANDARD 3**

The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly. The teacher checks for understanding at key moment and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstanding by providing additional clarification.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

**PROFESSIONALISM**

**1. PROFESSIONAL RESPONSIBILITIES - STANDARDS 6, 7**

The teacher uses effective communication strategies with student and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.

\_\_\_ Far Exceeds \_\_\_ Partially Meets

Comments/Evidence:

\_\_\_ Exceeds \_\_\_ Does Not Meet

\_\_\_ Meets

INSTRUCTIONAL PLANNING

- 1.
- 2.
- 3.
- 4.

INSTRUCTIONAL AND ASSESSMENT

- 1.
- 2.
- 3.
- 4.

PROFESSIONALISM

- 1.



**INFORMAL OBSERVATION: GENERAL FORM**

**Teacher Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Evaluator Name:** \_\_\_\_\_

**Time of Walkthrough Begins:** \_\_\_\_\_ **Ends** \_\_\_\_\_

Directions: This form serves as record of an informal walkthrough by the instructor’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record along with records of additional informal observations will be used to inform the summative evaluation of the instructor.

<b>EVALUATOR OBSERVATIONS</b>
-------------------------------

<input type="checkbox"/> Instruction is developmentally appropriate.	<input type="checkbox"/> Classroom learning environment is conducive to learning.
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives.	<input type="checkbox"/> Teacher provides students with timely and responsive feedback, positive encouragement when appropriate.
<input type="checkbox"/> Content presented is accurate and grade appropriate.	<input type="checkbox"/> Routines support learning goals and activities.
<input type="checkbox"/> Teacher connects lesson to real-life applications.	<input type="checkbox"/> Students learning goals are utilized to guide instruction.
<input type="checkbox"/> Instruction and lesson activities are accessible for students.	<input type="checkbox"/> Teacher has positive rapport and background knowledge of all students.
<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

**Evaluator Summary Comments:**

**Recommendations for Focus of informal Observations:**

**Evaluator Signature:** \_\_\_\_\_

**APPENDIX C-1 SCHEDULE OF INSURANCE BENEFITS - HRA**

**HOSPITAL AND MAJOR MEDICAL INSURANCE - HRA**

<b>Lifetime Maximum</b>	\$2,000,000 Effective 01/01/2011 – no maximum	
<b>Deductible Per Benefit Period*</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$100	\$100
Family, two or more persons	\$ 200	\$200
<b>Out-of-Pocket Expense Limitation</b> (including deductible)		
Individual	\$300	\$500
Family	\$600	\$1,000
<b>Annual Co-Insurance Maximum</b>		
Individual	90%	80%
Family	90%	80%
<b>Office Visits:</b> (Employee co-pay)		
<b>Medical Necessity:</b>	\$17	Deductible, 80%
<b>Child Preventive:</b>	\$17 (\$500 to age 1; \$150/yr. Age 1-9)	Deductible, 80%
<b>Adult Preventive:</b>	\$17 (1 Routine Phys. Exam) (1 Routine PAP, Mammogram per year)	Deductible; 80%
<b>Emergency Accident Care</b>	\$50 copay then 100%	\$50 copay then 100%
	Copay waived if admitted.	
	Non-network penalty waived for life-threatening emergencies	
<b>Inpatient &amp; Outpatient:</b>	90%	80%
Hospital/Surgical Lab, X-ray, Diagnostics, Chemotherapy, Radiation, Inhalation, Therapy, Anesthesiology	Subject to Deductible	Subject to Deductible
<b>Maternity Benefit</b>	90%	80%
<b>Mental Health Care and Substance Abuse Services:</b>		
Inpatient	90%; 14 days	80%; 14 days
Outpatient Mental Health	90%; 20 visit	80%; 20 visits
Outpatient Substance Abuse	90%; \$2,000 max.	80%; \$2,000 max.

<b>Physical Therapy:</b>	90%; \$1,500 max. Per year	80%; \$1,500 max/year
<b>Spinal Manipulation:</b>	same	same
<b>Human Organ Transplant</b>	90%	N/A

**Dependent Children Covered to** Effective 01/01/2011 Age 26/28

**Covered services include:**

- room and board in semi-private accommodations, general nursing care.
- use of operating, recovery, delivery room and intensive care units (if medically necessary).
- laboratory tests, x-ray examinations and radioactive isotopes.
- maternity care and in-hospital initial newborn exam.
- prescription drugs and medications.
- blood or blood plasma (first two pints are not covered).
- surgery, general anesthesia, consultations.
- chemotherapy, physical therapy, radiation therapy, inhalation therapy.
- durable medical equipment.
- prosthetic appliances.
- hemodialysis.
- Electrocardiograms, electroencephalograms.
- medical emergencies (a sudden and serious illness which is so severe that it threatens serious harm or even death if not treated immediately).
- ambulance service at 90%
- office calls when medically necessary.
- services in a skilled nursing facility, 30 days per benefit period.
- private duty nursing, \$5,000 benefit period maximum.
- hospice care for the terminally ill at 90%
- preventative services include routine colonoscopy

**APPENDIX C-2 SCHEDULE OF INSURANCE BENEFITS - HSA**

**HOSPITAL AND MAJOR MEDICAL INSURANCE - HSA**

<b>Lifetime Maximum</b>	No Maximum effective 01/01/2011	
<b>Deductible Per Benefit Period*</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Individual	\$3,000	\$3,500
Family, two or more persons	\$6,000	\$7,000
<b>Out-of-Pocket Expense Limitation</b> (including deductible)		
Individual	N/A	\$7,500
Family	N/A	\$15,000
<b>Annual Co-Insurance Maximum</b>		
Individual	100%	60%
Family	100%	60%
<b>Office Visits:</b>		
<b>Medical Necessity:</b>	Deductible, 100%	Deductible, 60%
<b>Child Preventive:</b>	100%	Deductible, 60%
	Unlimited to age 1; \$500 each birth year age one to age nine	
<b>Adult Preventive:</b>	100%	Deductible; 60%
	1 Routine Phys. Exam, Routine Pap and Routine Mammogram per year;	
<b>Emergency Accident Care</b>	Deductible, 100%	Deductible, 100%
	Life threatening emergencies covered subject to deductible and co-insurance (non-network penalty waived for life-threatening emergencies)	
<b>Inpatient &amp; Outpatient:</b>	100%	60%
Hospital/Surgical Lab, X-ray, Diagnostics, Chemotherapy, Radiation, Inhalation, Therapy, Anesthesiology	Subject to Deductible	Subject to Deductible
<b>Maternity Benefit.</b>	Deductible, 100%	Deductible; 60%
<b>Mental Health Care and Substance Abuse Services:</b>		
Inpatient	Deductible, 100%	Deductible; 60%
Outpatient Mental Health	Deductible, 100%	Deductible; 60%
Outpatient Substance Abuse	Deductible, 100%	Deductible; 60%

<b>Physical Therapy:</b> (60 visits per year)	Deductible, 100%	Deductible; 60%
<b>Spinal Manipulation</b> (12 visits per year)	Deductible, 100%	Deductible; 60%
<b>Human Organ Transplant</b>	Deductible, 100%	N/A

**Dependent Children Covered to** effective 01/01/2011 Age 26/28

**Covered services include:**

- room and board in semi-private accommodations, general nursing care.
- use of operating, recovery, delivery room and intensive care units (if medically necessary).
- laboratory tests, x-ray examinations and radioactive isotopes.
- maternity care and in-hospital initial newborn exam.
- prescription drugs and medications.
- blood or blood plasma (first two pints are not covered).
- surgery, general anesthesia, consultations.
- chemotherapy, physical therapy, radiation therapy, inhalation therapy.
- durable medical equipment.
- prosthetic appliances.
- hemodialysis.
- Electrocardiograms, electroencephalograms.
- medical emergencies (a sudden and serious illness which is so severe that it threatens serious harm or even death if not treated immediately).
- ambulance service
- office calls when medically necessary.
- services in a skilled nursing facility.
- private duty nursing.
- hospice care for the terminally ill
- preventative services include routine colonoscopy

**APPENDIX D**

**ATHENS COUNTY BOARD OF DD**

ATTENDING PHYSICIAN'S  
FITNESS FOR LIGHT DUTY  
RETURN TO WORK RECOMMENDATIONS RECORD

**To be completed by the attending physician – Please Check**

\_\_\_\_\_  
PATIENT'S NAME (FIRST) (MIDDLE) (LAST) DATE OF INJURY/ILLNESS

\_\_\_\_\_  
DIAGNOSIS  
\_\_\_\_\_

I saw and treated this patient on \_\_\_\_\_ and:  
Date

Based upon the attached position description, I understand that even under light duty:

- This individual's position/employment includes duties that involve lifting, carrying and moving individuals;
- This employee performs direct and personal care to individuals and must be free from contagion;
- The employee's functioning shall not be impaired by prescription or non-prescription drugs;

OR

Based upon the attached light duty description, I understand that:

- The employee has requested to return to work in another light duty assignment, which is not related to his/her current position description.

**PHYSICIAN TO COMPLETE SECTION I, II, OR III AS APPLICABLE**

1.  I recommend that the patient return to work with no restrictions under his/her current position, description, with the following light duty restrictions:

\_\_\_\_\_  
\_\_\_\_\_

2.  I recommend that the patient return to work under the duties described in another available assignment with the following light duty restrictions:

\_\_\_\_\_  
\_\_\_\_\_

3.  Patient is totally incapacitated at this time. Patient will be re-evaluated on \_\_\_\_\_

Physician's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Stamp with Address:

**-EMPLOYER ONLY-**

**ACTION**

SUPERVISOR COMMENTS:

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---

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NAME

DATE

RECOMMENDATIONS:

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---

---

NAME

DATE

WORKERS' COMP CLAIM

YES  NO

ASSAULT LEAVE

YES  NO

REQUEST FOR REASONABLE ACCOMODATION

YES  NO

Explain: \_\_\_\_\_

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_



**APPROVALS: A=APPROVED, D=DISAPPROVED**

\_\_\_\_\_  
Supervisor                      A D                      Date                      \_\_\_\_\_                      A D                      Date

\_\_\_\_\_  
Department Head                      A D                      Date                      \_\_\_\_\_                      A D                      Date

Remarks: \_\_\_\_\_

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DATE RECEIVED BY SUPERVISOR: \_\_\_\_\_

DATE RECEIVED IN PERSONNEL: \_\_\_\_\_

DATE RECEIVED IN PAYROLL: \_\_\_\_\_

**ATHENS COUNTY BOARD OF DD**  
ATTENDING PHYSICIAN'S  
FITNESS FOR REGULAR DUTY  
RETURN TO WORK RECOMMENDATIONS RECORD

**To be completed by the attending physician – Please Check**

\_\_\_\_\_  
PATIENT'S NAME (FIRST)                      (MIDDLE)                      (LAST)                      DATE OF INJURY/ILLNESS

\_\_\_\_\_  
DIAGNOSIS

I saw and treated this patient on \_\_\_\_\_ and:  
Date

Based upon the attached position description, I understand that even under light duty:

- This individual's position/employment includes duties that involve lifting, carrying and moving individuals;
- This employee performs direct and personal care to individuals and must be free from contagion;
- The employee's functioning shall not be impaired by prescription or non-prescription drugs;

**PHYSICIAN TO COMPLETE SECTION I, II OR III AS APPLICABLE**

1.  Recommend his/her return to work with no restrictions.
2.  Patient has the following restrictions:  
\_\_\_\_\_  
\_\_\_\_\_
3.  Patient is totally incapacitated at this time. Patient will be re-evaluated on \_\_\_\_\_

Physician's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Stamp with Address:



**-EMPLOYER ONLY-**

**ACTION**

SUPERVISOR COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME

DATE

RECOMMENDATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME

DATE

WORKERS' COMP CLAIM

YES  NO

ASSAULT LEAVE

YES  NO

REQUEST FOR REASONABLE ACCOMODATION

YES  NO

Explain: \_\_\_\_\_

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

**APPROVALS: A=APPROVED, D=DISAPPROVED**

\_\_\_\_\_  
Supervisor                      A   D                      Date                      \_\_\_\_\_  
Supervisor                      A   D                      Date

\_\_\_\_\_  
Department Head                      A   D                      Date                      \_\_\_\_\_  
Appointing Authority                      A   D                      Date

Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE RECEIVED BY SUPERVISOR: \_\_\_\_\_

DATE RECEIVED IN PERSONNEL: \_\_\_\_\_

DATE RECEIVED IN PAYROLL: \_\_\_\_\_

**APPENDIX E**

**PLAN OF ASSISTANCE FOR IMPROVEMENT**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

You are being placed on the Plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This program is designed to help you correct these deficiencies. If the program is not successfully completed, your future employment with the Board may be jeopardized.

Upon successful completion of this program, those areas in the program that were identified as deficient will be monitored for up to one (1) year. If an acceptable level of performance is achieved/maintained, you will be returned to the regular evaluation cycle.

- I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)
  
- II. SUPERVISOR'S EXPECTATIONS: (specific standards/job description elements)
  
- III. RECOMMENDED PROGRAM TO CORRECT DEFICIENCY
  
- IV. CRITERIA TO BE USED FOR MEASURING CORRECTION
  
- V. ASSISTANCE AND RESOURCES TO BE PROVIDED: (if appropriate)
  
- VI. MONITORING PROCEDURES:
  
- VII. DATE WHEN PROGRAM MUST BE COMPLETED:

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement, and that I may respond to all issues raised in this program.

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

Note: