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**CONTRACT AGREEMENT**

**BETWEEN**

**THE**

**ASHTABULA COUNTY  
BOARD OF  
DEVELOPMENTAL DISABILITIES**

**AND THE**

**ASHTABULA COUNTY  
PROFESSIONAL ASSOCIATION OF  
COMMUNITY SERVICE COORDINATORS (UNIT II)**

**2018-2020**



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## **I. STATEMENT OF RECOGNITION**

### **A. Recognition**

The Ashtabula County Board of Developmental Disabilities, hereinafter "Board," hereby recognizes the Ashtabula County Employees Association for the Mentally Handicapped, Unit I, and the Ashtabula County Professional Association of Community Service Coordinators Unit II, an affiliate of the Ohio Education Association and the National Education Association, hereinafter "Association," as the sole and exclusive representative of the Board's employees (as hereinafter defined) for the purpose of Collective Bargaining as defined in Section 4117.01(G) of the Ohio Revised Code.

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of the Association as provided in Section A of this Article shall continue unless and until such recognition is validly withdrawn consistent with O.R.C. Chapter 4117.

### **B. Bargaining Unit**

Whenever the term "employee" or "employees" is used in this Agreement, it shall mean only such person or persons as are employed by the Board in any of the following classifications: Service Support Administrators. If the official classification of any person presently performing all of the duties in any of the classifications referred to has changed, such new official classification shall be included in the bargaining unit unless prohibited by law.

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

### **C. Exclusions**

The bargaining unit shall not include any personnel employed in positions for which the Ohio State Board of Education or Ohio Department of Developmental Disabilities does not offer certification, confidential and management level employees and supervisors as defined in Revised Code Sections 4117.01(J) or 4117.01(K), or seasonal, summer, intermittent, substitute, or casual employees as determined by the State Employment Relations Board. Newly created positions, excluding those listed in the preceding paragraph, shall be classified by the Board after input from the Association, Unit II.

## II. NEGOTIATIONS PROCEDURE

### A. Definitions

1. "Days"

The term "days" shall mean calendar days unless otherwise indicated.

2. "Good Faith"

All discussions shall be in good faith, meaning: Both parties pledge that they shall consider all issues submitted to the discussion procedure with an intent to reach agreement on a total package. Both parties must react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons.

3. "Negotiations" means conferring and exchanging thoughts and ideas by the Board through its designated representatives and the Association through designated representatives for the purpose of reaching tentative agreement.

4. "Administrator" or "Superintendent" means the chief executive officer of the Board.

5. "Tentative Agreement" means that as subject(s) of negotiations between the negotiation teams are agreed to, said agreement shall be reduced to writing and initialed by the designated representative of each team. Such initialing shall not be construed as final but simply as a tentative agreement between the representatives until all items have been so initialed. Except by mutual agreement, initialed items of agreement shall not be submitted as unresolved issues in any impasse or dispute settlement procedure(s).

6. "Caucus"

Either negotiations team, upon giving notice to the other negotiations team, may go into caucus at any time during the negotiations session. A separate private room will be provided for caucusing.

### B. Procedure

1. Request for Negotiations:

If either party intends to renegotiate, amend, or modify this Agreement, notice of such intention shall be given to the other party at least ninety (90) days preceding the expiration of the Agreement.

2. Exchange of Information:

Upon request from either party, the Board and the Association agree to provide the other with information pertinent to items which may be discussed during the negotiations process.

3. Meetings:

The first negotiations session will be held no later than at least sixty (60) days prior to the expiration of the contract term. At this time, either party may offer modifications or amendments to the Agreement regardless of whether that party requested negotiations pursuant to Article II, Section B(l).

4. Conducting Negotiations:

a. All items for negotiations shall be submitted at the first meeting. No additional items shall be added unless by mutual consent of the representatives of the Board and the representatives of the Association.

b. At all negotiation sessions, each team shall be composed of not more than seven (7) persons. The Board shall select its team members; and the Association shall select its team members; and neither party shall select a member of the other party as a member of its team.

c. Each party may have in attendance a maximum of two (2) observers in the sessions at any time.

5. Agreement:

a. Within thirty (30) days (unless both teams agree to an extension) after tentative agreement has been reached on the entire contract, said contract shall be reduced to writing and submitted to the Association for ratification. If ratified by the Association, within thirty (30) days (unless both teams agree to an extension) the proposed contract shall be submitted to the Board for its adoption at the next regularly scheduled or special Board meeting.

b. Once the contract has been ratified by both parties, it shall be signed by the Board Chairman and the Association President and members of both teams.

6. Disagreement:

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

The parties may submit at any time prior to the expiration date of this Agreement, all unsettled issues in dispute to mediation. The parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that the issues in dispute are being submitted to mediation and requesting a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS shall be the sole dispute resolution procedure of these parties.

In the event the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code. During this ten (10) day period, and to the expiration of the Agreement, the parties agree to the continuation of mediation.

C. Miscellaneous

1. Until negotiations are completed at the conclusion of each session, both teams shall agree to a time, place, and date for the following session(s).
2. During negotiations, either side may issue publicity releases or otherwise communicate with the news media, parents and staff as that party deems appropriate.
3. Except as required by 4117.08, during the term of this contract, neither party will be required to negotiate with respect to any matter whether covered or not covered by this Contract.
4. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by both of the parties hereto.

### **III. GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a claim alleging a violation, misinterpretation, or misapplication or misunderstanding of any provision of this contract.

2. The "grievant" means the employee(s) or the Association who is initiating a grievance. Where more than one person is a grievant, each shall sign the grievance. The Association may grieve on its own behalf those contractual items directly and exclusively relating to the Association.
3. "Days" means actual working days.

#### B. Purpose

1. The purpose of this procedure is to secure resolution of a grievance at the lowest possible administrative level.
2. Nothing herein shall abridge the right of an employee having a complaint or problem to discuss the matter informally with the Administration.

#### C. Procedure

1. Proceedings shall be as informal as possible and confidential.
2. The number of days indicated at each step in the procedure shall be the maximum, unless extended by mutual agreement.
3. If a decision is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step.
4. If the grievant does not receive a decision within the time limits specified, he/she may proceed to the next level.
5. All sessions shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. By mutual agreement, sessions may be conducted during the employee's work time. Where nine (9) month calendar employees are needed for a grievance hearing, upon request, the hearing will be held during the nine (9) month calendar.
6. Any grievance concerning action or inaction by the Superintendent shall be initiated at Level Two within thirty (30) days of the occurrence or event on which it is based.
7. Informal Step:

An employee shall discuss a grievance with the lowest level administrator with authority to grant the relief sought (the "appropriate administrator") prior to filing a formal grievance and the administrator shall respond in

writing within five (5) work days of the discussion. If the grievance is resolved at this Informal Step, the resolution may be reduced to writing by one or both of the parties involved. If the Informal Step does not resolve the grievance, the employee may proceed to the Formal Step.

8. Formal Step:

a. Level One

(1) An employee whose grievance is not resolved at the Informal Step may, within thirty (30) days of the occurrence or event on which the grievance is based, file with the appropriate administrator a written grievance on the grievance form, provided by the Association and attached hereto as Appendix A.

The grievant shall specify the provision or provisions of this Agreement alleged to be violated, misinterpreted, misapplied or misunderstood and the resolution expected.

(2) The appropriate administrator shall:

- (a) Meet with the grievant within five (5) days of receipt of the written grievance;
- (b) Within five (5) days from the meeting date referred to in (2)(a) above, submit a written response to the grievant and the Association.

b. Level Two:

(1) Within ten (10) days of the disposition at Level One, if the grievant is not satisfied, he/she shall submit the grievance in writing to the Superintendent or his/her designee.

(2) The Superintendent or his/her designee shall:

- (a) Meet with the grievant within five (5) days of receipt of the grievance;
- (b) Within five (5) days after the meeting referred to in (2)(a) above, submit a written response to the grievant, the appropriate administrator, and the Association.

c. Level Three: Mediation (Optional)

If after receiving the disposition from Level two the grievant is not satisfied, the Association may request in writing the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days after the receipt of the Level Two disposition. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator but not later than thirty (30) days from the request. If the mediation effort or the scheduling is unsuccessful and the grievant remains unsatisfied, the Association may advance to Level Four.

d. Level Four:

- (1) If the mediation does not resolve the grievance and the grievance alleges a violation, misinterpretation, or misapplication of a provision of this Agreement other than a provision contained in Article VI, Article VIII, or disciplinary suspensions of three days or less, the decision of the Superintendent in Level Two may be appealed to arbitration in accordance with the voluntary rules of the American Arbitration Association within fifteen (15) days after the mediation meeting. A copy of the appeal shall be sent to the Board.
- (2) The arbitrator's award shall be limited to a determination of the proper interpretation of the Article alleged to be violated. The arbitrator shall have no power to reverse personnel actions that are appealable to the State Personnel Board of Review, and the arbitrator shall have no power to review or reverse the Superintendent's determination concerning qualifications of applicants under Article XII. The arbitrator shall have no power to add to, detract from, disregard, or modify any provision of this Agreement. The arbitrator shall be without power to determine any issue not properly presented or to interpret or apply provisions other than those enumerated above.
- (3) Each party will pay the full cost of their expenses incident to the arbitration, including the cost of witnesses. The fees of the arbitrator, the cost of the hearing room and the cost of a transcript (if received by both parties) shall be shared equally by the parties.
- (4) The decision of the arbitrator within his jurisdiction and power as set forth above shall be binding upon the employees, the Association, and the Board.

D. Rights of Employees

1. The grievant has the right to Association representative(s) at all meetings and hearings involving the grievance. At the time the hearing is scheduled, the Association will identify those representatives who will attend the hearing.
2. Every employee shall have the right to present or participate in a grievance without coercion, interference, restraint, reprisal, or discrimination by the Board, Administration, or Association.

E. Miscellaneous:

1. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties as the grievance proceeds.
2. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of this procedure.

#### **IV. RIGHTS OF INDIVIDUAL**

A. Each employee shall be free to join or not to join the Association.

The Board shall prohibit adverse actions related to employment decisions, the application of any provision of this collective bargaining agreement, the creation and/or application of any Board of Education policy, harassment of any kind, or any other act of discrimination, based upon any of the following:

- Age
- Race
- National Origin
- Disability
- Religion
- Union Membership or Activism

Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

B. All employees have the right to present a problem or complaint to an appropriate administrator at any time. Upon prior notice to the administrator, an Association representative(s) of the employee's choice may accompany the

employee presenting the problem or complaint. The employee shall receive prior notice of the attendance of any administrator other than the one to whom the problem or complaint is being presented.

- C. All employees shall have the right to receive a copy of anything they sign, except when the release of same is specifically prohibited by law. In the event the document cannot be released to the employee, the Board will provide the employee, who requests the release, a written statement indicating the reason for not releasing the document. In the event an employee obtains custody of a confidential document, such employee shall take all reasonable steps to ensure that the document remains confidential.

## **V. RIGHTS OF ASSOCIATION**

- A. Members Employment Status Notification

The Association President and Treasurer will be notified in writing within 7 (seven) work days via the fully executed Board Office buff form, of any new employee's name with their effective date of hire or change in employment status of any current member.

- B. Fair Share Fee (This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U. S. (2018) and will not be implemented but is preserved should the law change in future years.)

- 1. In recognition of the Association's services and benefits to the bargaining unit, all members employed in the bargaining unit who were hired after September 1, 1985 and those who were members of the Association on August 31, 1985, but who subsequently withdraw from membership in the Association, shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee.

- 2. The Board agrees to an automatic payroll deduction, unless paid in one lump sum prior to first payroll deduction, as a condition of employment, of an amount not more than one hundred percent (100%) of the total unified dues of the Association, from the pay of all bargaining unit members identified in Paragraph 1 above who elect not to become members of the Association, or who elect not to remain members.

- 3. Upon notification from the Association that a member has terminated membership, the Finance Department shall request the Auditor to commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual

membership dues, less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first pay date following January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31, until the second paycheck.
5. Dues, rates, and fair share fee rates shall be transmitted to the Finance Department by the Association for the purpose of determining amounts to be payroll-deducted. All amounts deducted shall be promptly transmitted to the Association with a list of names and amount of money transmitted at the time of initial submission to the County Auditor. The Finance Department shall provide the Association with updated deduction tables as revised.
6. The initial transmittal will be accompanied by a list of the names of bargaining unit members for whom all such deductions are made.
7. The Association represents to the Board that an internal advanced fee reduction 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 employee who does not join the Association, 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. Annually, the Association shall give to the Board in a timely fashion, at the same time it is given to fair share fee payers, a copy of the internal rebate procedure and all other materials required by law to be given to the fair share fee payers. If the procedure or other materials given to fair share fee payers are found to be inadequate by a court, then the Board's obligation to deduct fair share fees shall be suspended until and unless the procedures and/or information are brought into compliance with applicable legal requirements. The Association retains the right to collect such fair share fee in accordance with paragraph 12 below.
8. Upon timely demand, nonmembers may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.
9. Except as otherwise required by law, the amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through

the remaining number of payroll periods over which Association membership dues are deducted.

10. The Association agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a member or a nonmember for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the Employer;
  - c. The Board agrees to the following:
    - (1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
    - (2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or,
    - (3) The Association or its affiliates' application to file briefs amicus curiae in the action.
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
11. A nonmember of the bargaining unit who pays a fair share fee to, or whose fee is in the process of being collected by, the local affiliate in the amount as provided in paragraph 2 above shall be entitled to all of the rights, privileges, services, and assistance enjoyed by regular active members of the Association, except as limited by OEA Policy 200.06.
12. Any nonmember of the Association hired after September 1, 1985, and those who were members of the Association on August 31, 1985, but who subsequently withdraw from membership who elect to continue employment with the Board after a sixty (60) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and liable subject to a

civil action for damages in the amount of any unpaid service and other assessments to the Association for the annual fair share fee assessment.

The above fair share provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

### C. Payroll Deductions

1. Association members shall be permitted to authorize payroll deduction of Association dues. The member must submit a written authorization or revocation on a Board-approved form by the first of the month in which he/she wants deductions to begin or terminate. Dues shall be deducted in equal monthly amounts, starting with the month following authorization. Said payroll-deducted dues shall be submitted monthly to the Treasurer of the Association.
2. The Association agrees that it will indemnify and hold the Board harmless from any and all actions for claims arising out of any action taken or not taken by the Board for the purpose of complying with Article V, Section B(1), and assumes full responsibility for the disposition of the dues to be deducted once they have been turned over to the Association. The Board will notify the Association when an employee revokes his/her authorization.
3. The Board agrees to provide payroll deduction for the following upon receipt of written authorization for each employee, provided such deductions are for one dollar (\$1) or more per pay:

Credit Union  
United Way  
Annuities

CDC  
Cancer Insurance  
Hospitalization/Major  
Medical/Dental/Vision Insurances

### D. Association Meetings

The Superintendent shall approve reasonable requests to participate in Association meetings and business as determined by the President not to exceed a total of fifteen (15) days in each program year covered by this Agreement in order that an employee or employees may attend or participate in Association activities. No costs other than the cost of a substitute shall be borne by the Board.

#### E. Exclusive Rights

The Board shall grant A.C.P.A.C.S.C. such exclusive rights necessary to provide for proper representation of the staff, including:

1. Use of designated bulletin boards at each building and satellite site;
2. Employee mailboxes;
3. File cabinets;
4. When requested, adequate time will be provided to the Association President or designee to address certificated staff on orientation day; and,
5. The Association President or designee shall have the right to address the Board at each regular Board meeting.

#### F. Use of Board Facilities

Upon request, the Association shall be entitled to use Board facilities. Association use of Board facilities shall be subject to Board-adopted regulations, except that use after the workday, if maintenance personnel are available, shall be at no cost to the Association.

#### G. Board Policy Book

The Association President shall be provided one (1) copy of the Board policy book. In addition, the Association President shall be provided copies of all changes to the policy book at the same time such copies are distributed to other holders of the policy book. It is the responsibility of the Association President to keep the policy book updated and to pass the policy book on to successor Association Presidents. The Association President shall receive copies of all new Board policies/procedures as they are distributed to the Board for review.

Each bargaining unit member will be provided with a copy of the Board's policies and procedures that pertain to his/her department. The Association will be provided with a copy of the complete version of the Board policies and procedures. All matters relative to the implementation of the delivery of Board policies and procedures to bargaining unit members will be resolved by the parties in their Labor Management Committee.

#### H. New Employees

Monthly, the Board will make available to the Association President at the Board office the name, address, classification, salary step, and certification of all

employees hired during that month and the name of each employee who resigned during that month.

I. Agenda

Prior to any Board meeting, the Association President will receive the same packet as the Board pursuant to O.R.C. 149.43, except for confidential information. The packets will be mailed or received by the Association President at the same time they are mailed to the Board members.

J. Printing and Distribution

Within sixty (60) days after this Agreement is ratified by the Association and approved by the Board/Association, copies shall be printed by the Board and distributed to each employee by the Association. Additionally, a maximum of an extra fifty (50) copies shall be printed and retained by the Association and the Board. The expense of such printing shall be borne equally by the Association and the Board. All new employees shall receive a copy of this Agreement from the Association upon their employment.

K. Association Representative Access

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

L. Posters and Displays

Employees shall have the right to post posters and other materials on the Association bulletin board in the employees' lounge.

## **VI. RIGHTS OF BOARD**

The Board and Superintendent hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon them and vested in them by the laws and Constitution of the State of Ohio including, but not limited to, the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, the Board's overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the Board's operations;
- D. Determine the overall methods, process, means, or personnel by which the Board's operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Board as a unit of government;
- H. Effectively manage the work force; and,
- I. Take actions to carry out the mission of the Board as a governmental unit.

The foregoing rights shall be limited only by the express terms of this Agreement.

## **VII. EMPLOYMENT PRACTICES AND CONDITIONS**

### **A. Health and Safety**

The Board will provide, within realistic expectations, a safe, clean and wholesome environment for all employees.

### **B. Employee Workday**

1. The normal employee workday shall include a thirty (30) minute uninterrupted, duty-free lunch period for all employees.
2. The normal workday shall be seven (7) hours.
3. To establish the workday for newly created positions, the Board shall first notify the Association in writing that a need for a newly created position exists. The Board and the Association shall meet to bargain the hours, salary and other terms and conditions of employment. The position must be posted within seven (7) workdays from the agreement. Posting for new

positions will include the hours, location of vacancy and responsibilities for the position. In the event no agreement is reached within thirty (30) days of the notification to the Association, the Board may post and fill the position.

4. a. Nothing contained herein prohibits or limits the Administration from making reasonable assignments of duties beyond such day which are normally associated with the employee's classification. Bargaining unit members may be required by their supervisor to perform reasonable assignment of duties beyond their normal workday. Except in cases of emergency or required training, such assignments shall not last more than forty-five (45) minutes beyond the employees' scheduled work time. Forty-eight (48) hours' notice shall be given for such assignments that extend beyond the employees' regular workday except in unforeseeable circumstances.

If the Administration requires bargaining unit members to perform assignments beyond their regular workday, the employee will receive compensatory time for the time they are required to be in attendance in excess of their regularly scheduled duties.

- b. Employees may leave before the end of the regular workday to attend educational classes by using flex-time within the same workweek, scheduled by mutual agreement between the employee and supervisor, consistent with program needs.
5. Employees will not ordinarily be assigned duties associated with a job classification other than their own, such as janitorial services.

#### C. Workweek

The normal employee workweek shall be Monday through Friday. However, the Board may establish normal workweeks other than Monday through Friday for new positions based upon program needs.

#### D. Employee Facilities

The Board will provide a workroom for the staff at all sites based on room availability. This shall be at no additional cost to the Board. At satellite sites, the Board will make provisions for copying through assignment of copying responsibilities on site or at other facilities, and copying for emergency purposes will be worked out by the Director and staff.

Equipment and materials shall be available at each satellite site, including but not limited to, a fax and copy machine.

## E. Telephone

A telephone will be provided for staff use at each permanent work site, including satellite sites, for local telephone calls. The telephone may be used for personal calls only during non-work time. Additional telephones for emergency use shall be installed as needed.

Service and Support Administrators shall be provided with Board-owned cell phones to conduct agency business.

The parties agree that the following shall apply to Board-owned cell phones:

1. If a Board cell phone is malfunctioning due to a defect of the phone, the phone will be repaired or replaced in a timely manner.
2. Employees involved in the use of cell phones will be involved in the process of evaluating new technology.
3. Employees who travel as a part of their job duties shall have a cell phone available for use in emergencies.
4. In the event that technology fails, the employee will not be negatively impacted.
5. Any concerns with equipment not working properly will be communicated to the Supervisor in writing.
6. Training will be provided to the staff relative to the proper use of the cell phone.
7. Staff will be provided with the operating instructions for the cell phone used.
8. Personal use prohibited.

## F. Job Description

The Board shall provide to each bargaining unit member a written job or classification description, which includes certification requirements, upon initial employment and whenever any changes are made to the job description.

Prior to creating a new job description or making changes in current job descriptions, the Association shall be notified of same, and a meeting date shall be established to discuss the new job description. The Association's input shall be considered before any change is made to a job description. The ultimate

determination of the new job description(s) shall be the right of the Superintendent.

The Board shall establish lifting requirements on job descriptions to be no more than forty (40) pounds.

The Association shall be provided with a copy of all job descriptions for current and newly created bargaining unit classifications.

#### G. Hepatitis B Vaccinations and TB Testing

The Board will provide for employees through a provider designated by the Board, Hepatitis B vaccinations, including follow-up tests if medically indicated, and all necessary blood tests. An annual Mantoux Tuberculosis test administered at the same time as the Hepatitis B work up will also be provided. All expenses shall be direct billed to the Board.

#### H. Physicals

The Board shall pay for a bargaining unit member required to have a physical with the Board's contracted physician. In the event the bargaining unit member chooses to use his/her own physician, the Board shall reimburse the bargaining unit member up to the amount charged by the Board's contracted physician.

#### I. Overtime/Compensatory Time

1. Overtime is generally authorized for emergency situations only. All overtime must be authorized, in writing, by the appropriate administrator in advance of the overtime being worked.
2. Unusual circumstances and situations may require employees to work overtime without having a prior authorization. Whenever such unusual circumstances occur, the Board will determine whether compensation will be through overtime pay or compensatory time.
3. For approved overtime, employees will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) per week. Overtime will be paid only for time actually worked. Hours worked in excess of forty (40) may, at the option of the employee, be taken as compensatory time at the rate of one and one-half (1-1/2) hours for each hour in excess of forty (40) hours worked.
4. For employees who are authorized to work overtime other than normal working hours, compensatory time will be granted on the basis of one (1) hour of compensatory time for each hour worked, up to forty (40) hours.

Hours worked beyond forty (40) per week will be compensated as provided in paragraph 3 above.

5. Compensatory time is defined as time authorized to be worked by an employee beyond the employee's regular work schedule for which the employee receives time off from his/her regular work schedule in lieu of receiving pay. Compensatory time shall be taken at times mutually agreed to between the employee and supervisor.
6. An employee who is required to work during an emergency beyond the employee's regular work schedule is entitled to compensatory time for the duration of the time worked as a result of the emergency.
7. Emergencies shall be defined as including but not limited to situations that involve life, health, and safety issues that put the person in imminent danger and that require an immediate response and situations that meet the criteria for an MUI. Examples include but are not limited to abandonment of a person by a caregiver, alleged or suspected abuse or neglect, serious injuries, homelessness, or a serious change in mental and/or physical health status.
8. Employees are required to become familiar with the Board's rules, regulations and policies which further define and provide examples of "emergencies."
9. If an emergency arises and the employee's supervisor is unavailable, the employee shall exercise his/her professional judgment as to whether or not an emergency exists.
10. In the event a supervisor denies compensatory time as result of a perceived emergency, the denial of compensatory time will be put in writing with a copy provided to the employee. The employee shall receive compensatory time for the emergency even though the supervisor did not agree with the emergency. The supervisor shall notify the employee in writing that similar incidents will be denied in the future and include a procedure for addressing the incident in the future.

#### J. On-Call

1. By October 1 of each calendar year, Service and Support Administrators shall submit to the Director of CSS an on-call schedule for the following holiday weeks: Thanksgiving, Christmas, New Years, Martin Luther King Day, Memorial Day, Independence Day and Labor Day.

2. Service and Support Administrators on-call will be compensated two hundred fifty dollars (\$250) per week in addition to flex/comp time for the following holiday weeks: Week of Thanksgiving, Christmas and New Years. All other weeks are as current practice of flex/comp time.
3. Service and Support Administrators on-call will be compensated fifty dollars (\$50) per individual holiday in addition to flex/comp for the following holidays: Martin Luther King Day, Memorial Day, Independence day and Labor Day. All other weeks are current practice of flex/comp time.

#### K. Flex Time

Flex time shall be defined as a mutual agreement between the bargaining unit member and his/her Supervisor to adjust his/her normal work schedule to maintain his/her contractual normal workweek. In the event of no agreement or that the flex time cannot be scheduled, the employee shall have the ability to use compensatory time at a later date.

#### L. Temporary Employees

1. A "temporary employee" is an employee hired to fill an additional temporary staffing need which is expected to last nine (9) months, or in the school program, one (1) school year.
2. The Association President shall be notified in writing no longer than five (5) days prior hiring a temporary employee of the specific temporary staffing need.
3. Temporary employees shall have all rights and privileges under this Agreement except as follows:
  - a. Article XX - Insurance
  - b. Article XIII - Vacancies and Assignments
  - c. Article XVII, B. - Professional Leave greater than one day  
Article XVII, G. - Family and Medical Leave  
Article XVII, I. - Paternity Leave  
Article XVII, J. - Adoption Leave
  - d. Article XVI - Vacation
  - e. Article XIX, Salary and Years of Service, except time served in the temporary position shall be included as service credit if the temporary is subsequently employed as a regular bargaining unit member.

f. Article XVIII - Severance Pay

g. Personal days as provided in Article XVII shall be granted as follows: one (1) day after serving for three (3) months in the temporary position.

4. Temporary employees shall not accrue seniority unless hired for a regular bargaining unit position without a break-in service. If a temporary employee becomes a permanent employee, he/she shall be placed at the appropriate step. Time served as a temporary employee shall count toward the probationary period if the employee is hired as a regular bargaining unit employee in the same classification without a break in service. In such cases, the first day worked for seniority and other purposes under this contract shall be deemed the first day worked as a temporary employee in such classification.
5. Temporary employees shall be paid at Step "0" of the applicable salary schedule.
6. Notwithstanding any other provision of this Agreement, the employment of a temporary employee shall terminate at the end of the specified term of employment or when the need for the temporary employee no longer exists, whichever occurs first.

M. Nondiscrimination

Neither the Board nor Association shall discriminate against any employee because of race, color, religion, sex, national origin, age, or disability. The Board and Association agree that the provisions of this Agreement shall be interpreted and implemented in a manner that does not result in such discrimination.

N. Mileage

At the beginning of the regular workday, if an employee chooses to leave his/her home to go to a site other than his/her regular work site, the home to work site mileage shall be deducted from the mileage.

At the end of the regular workday, if the employee is at a site other than his/her regular work site, the work site to home mileage shall be deducted from the mileage. Reimbursement shall be at the current IRS rate.

O. Infection Control

1. Procedures

The Board shall implement infection control procedures that comply with all applicable laws and regulations.

2. Education

a. The Board shall implement education programs for all employees and individuals with developmental disabilities concerning communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding communicable diseases and their transmission within the work environment and to promote infection control.

b. All employees will be provided, at each work site, all necessary supplies and equipment for handling emergency situations of spilled blood and body fluids until the designated, properly trained personnel arrive. The Board shall provide to all employees immediate access to antiseptic soap, gloves, paper towels, plastic bags, tissues, aprons and any other necessary equipment for infection control. Employees shall receive training on the proper use of supplies and equipment. Designated changing areas and restrooms shall be cleaned by the custodial personnel prior to the beginning of each workday.

Whenever an employee's health is at risk due to possible exposure to a communicable disease, the Employer shall take the measures necessary to eliminate the health risk. The Employer's action shall be in compliance with all applicable laws and regulations.

P. Transitional Work Program

Bargaining unit members agree to comply with the terms and conditions of the Transitional Work Program (TWP). Copies of the most current version of the TWP agreement shall be made available to bargaining unit members on the first day of each program year.

Q. Background Check

All members who are required to have a background check will be reimbursed.

## **VIII. EMPLOYMENT STATUS**

Appointments, probationary periods, promotions, suspensions, reductions, removals, and layoffs shall be in accordance with Chapter 124 of the Ohio Revised Code and the Administrative Rules and Personnel Procedures of the Director of Administrative Services.

A copy of O.R.C. Chapter 124 will be kept in the employees' workroom. All personnel actions referred to in this paragraph shall be appealable only to the State Personnel Board of Review.

## **IX. EVALUATION**

### **A. Purpose**

The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the opinion of his/her supervisor as to the quality of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance.

### **B. Procedure**

1. Evaluations shall be conducted by the employee's immediate supervisor. During the first year of employment in a bargaining unit position or in a new classification, an employee's evaluation shall be completed within six (6) months from the employee's date of hire or the employee's employment in a new classification. For all other employees, the evaluation shall be completed at least once during the program year. All evaluations shall be confidential.
2. Evaluations shall be conducted on the evaluation form(s) which is(are) found in the Appendix. Evaluation forms shall be completed and signed by the employee and supervisor at the evaluation conference.
3. Evaluations shall note strengths and areas for growth. Any area which is marked Unsatisfactory or Area for Growth shall include written rationale provided by the evaluator and a plan for correction developed by the evaluator, with input from the employee, for the unsatisfactory or growth area, to be implemented in the ensuing school or program year. The immediate supervisor will assist the employee in effectuating improvement in the needed areas noted in the evaluation.

4. Employees shall have the right to respond in writing to any part of the evaluation. All responses shall be attached to the evaluation and included in the personnel file.
5. Each employee shall be entitled to an evaluation conference with his/her immediate supervisor within ten (10) workdays after an evaluation observation, if conducted. The employee may have an association representative present at the employee's request. If the employee has concerns with the evaluation following the initial conference, additional meeting(s) may be scheduled with Association representative(s) as outlined in Article IV, Section B.
6. No employee will be required to express his/her judgment concerning the quality of a coworkers' job performance.
7. The following information is considered pertinent in the evaluation:
  - a. All employees shall have at least one (1) formal (scheduled) observation conducted by the supervisor. This observation will be one factor considered in the evaluation of the employee. This observation shall be scheduled at least 24 hours in advance.
  - b. Unscheduled observations may be conducted at any time at the discretion of the supervisor. Areas needing improvement noted by the supervisor will be discussed with the employee within ten (10) workdays of the observation. These observations also represent an indication of the staff member's style and abilities and will be one factor considered in the evaluation of the employee.
  - c. In the day-to-day work with the employee, the supervisor may keep anecdotal notes, etc., relating to various specific activities. These notes may support the satisfactory work of the employee and/or indicate potential areas for growth. Said information shall be shared with the employee within ten (10) workdays in order to acknowledge satisfactory work and to effectuate improved performance and early correction of deficiencies. Such information, if applicable, may be used in conjunction with any observations in the evaluation of the employee. Any anecdotal notes held by the administration will be expunged after an employee's evaluation. Evaluations should reflect from the direct observation of performance throughout the evaluation period. If the evaluation results in a disciplinary action, demotion or job change, the evaluation shall be grievable.

## **X. STAFF DEVELOPMENT/CERTIFICATION/ LICENSURE/REGISTRATION**

### **A. Orientation of New Employees**

#### Association Time

The Association shall be provided not less than thirty (30) uninterrupted minutes of time to communicate with bargaining unit members at each new bargaining unit member orientation. Such time will not be provided at the end of the meeting day unless the Association requests, in writing, to be placed at the end of the agenda. All non-bargaining unit members shall excuse themselves during this portion of the orientation. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.

The Board shall provide an orientation to all new employees at all Board sites.

### **B. Training Sessions**

1. The Board will request continuing education hours from the DODD for all workshops/in-services provided by the Board.
2. The Board shall pay registration fees for Board-provided courses, workshops, seminars, conferences, in-service training sessions. The Board will endeavor to provide workshops and seminars at in-service time that meet state requirements for certification for all classifications.
3. The Board shall obtain training videos for Board required trainings, if available.
4. Staff will be provided with information concerning the availability of such videos and procedures for viewing by the Board.
5. The Board shall provide at no cost to the employee the appropriate trainings required by the Ohio Revised Code to comply with any changes adopted to the rules and/or regulations that govern DD facilities.
6. The Annual Inservice Day shall be scheduled for the month of January of each calendar year.

### C. Local Professional Development Committee

1. The LPDC will be maintained to oversee and review Professional Development Plans for Ohio Department of Education (ODE) credential renewal.
2. LPDC members shall have a minimum of four (4) years of professional experience working with their certification and/or license in their field.
3. The Association shall select the three (3) ODE certified/licensed professional staff members of the LPDC.
4. The Superintendent shall appoint two (2) ODE certified/licensed administrative members to the LPDC.
5. Terms of office for voting members shall be four (4) years.
6. The LPDC co-chairpersons may appoint a non-voting member to the LPDC to record and distribute the LPDC meeting minutes only. The appointed non-voting member will be paid the hourly stipend for time beyond work hours.
7. In the event of a vacancy, the responsible appointing entity shall appoint an ODE certified/licensed professional to complete the vacated term.
8. The Association and the Superintendent shall determine their own methods of recalling or replacing LPDC members.
9. The LPDC shall determine its own structure and method of operation. The LPDC policy, procedures, and governance shall not supersede the negotiated agreement and/or district policy. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement and/or district policy.
10. LPDC members shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirement of the LPDC. If training is available during the workday, committee members shall be given paid release time by the Board of DD to attend.
11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled. Each LPDC member shall be paid a stipend of fifteen dollars (\$15.00) per hour for meetings scheduled before or after the program day or after the employee's school/program year.

12. Disputed decisions of the LPDC shall be appealed through the LPDC appeals process. In the event the appeals panel cannot reach consensus, the member may appeal to the State.

D. Local Professional Development Committee Appeals Process

1. Step One: Reconsideration – If a staff member disagrees with a decision made by the Local Professional Development Committee (LPDC), an appeal may be submitted in writing to the LPDC within ten (10) workdays. The staff member will be given the opportunity to meet with the LPDC in person within fifteen (15) workdays to discuss the decision and to discuss his/her case. This discussion should provide the staff member with an understanding of the perspective of the LPDC. The staff member will receive written notification from the LPDC of the appeal decision within ten (10) workdays.
2. Step Two: Third Party Review – If the staff member in disagreement is not satisfied with the decision made during the initial reconsideration, a third party review may be requested in writing to the LPDC within ten (10) workdays. The third party review will consist of a panel of one certified/licensed staff member selected by the LPDC, one certified/licensed staff member selected by the staff member in disagreement, and one certified/licensed staff member agreed upon by the two selected parties who will meet at a mutually agreed upon time but no later than thirty (30) workdays. These three individuals will function as a panel to review the LPDC decision, documented reasons for the appeal from the staff member in disagreement, and other information as determined by the panel to either uphold or overturn the LPDC's decision. The panel's decision will be final unless the issue is appealed to the State, then the State will make the final decision.

## **XI. DISCIPLINARY PROCEDURES**

A. Purpose

The Board and Association agree that no employee will be disciplined except for just cause. The parties further agree that any disciplinary action should be administered with the intention of improving the employee's performance and that circumstances will arise where traditional forms of disciplinary action, such as reprimand or suspension, are not the most effective or appropriate means for improving an employee's performance or correcting an employee's behavior. In such cases, other forms of corrective action, including, but not limited to, non-disciplinary counseling, in-service training, community service or sensitivity training may be appropriate. Where appropriate, such non-traditional measures

will be considered by the Superintendent and Association representatives at the time the charges are presented and before traditional discipline is issued. If the parties agree that non-disciplinary corrective measures are appropriate, such action will not be subject to the grievance procedure. Whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate supervisor, and, in appropriate instances, confidential intervention by the Association or co-workers will be used to correct behavior that could lead to disciplinary action.

- B. All disciplinary actions and/or verbal reprimands affecting bargaining unit members shall be administered in private. This language is not intended to have application to constructive criticism, instructions, or direction given to employees by their supervisors.
- C.
  - 1. Prior to any disciplinary action involving a suspension, reduction in pay or position, or removal, the affected employee shall be granted a hearing before the Superintendent. At such hearing, the employee will be presented with the factual basis of the charges and given an opportunity to respond. If the Board intends to utilize documents to support the intended disciplinary action, such documents shall be made available to the employee at least forty-eight (48) hours prior to the hearing. Notice of such hearing, which shall include the charges and potential discipline, shall be given, in writing, to the affected member and the Association President at least forty-eight (48) hours prior to the hearing. Such notice shall designate the time and place of the hearing. The Board agrees that an Association representative(s) shall be permitted to attend any disciplinary interview, meeting, or hearing contemplated by this Article and the Administration shall inform the employee of this right.
  - 2. The Superintendent and employee and/or Association representative shall meet within two (2) working days following the official closing of the disciplinary hearing for the Superintendent to render his/her decision in writing.
  - 3. Disciplinary action shall be commensurate with the offense.
- D. The Board agrees that the principles of progressive discipline shall be applied in all disciplinary actions. Progressive discipline shall include the following actions:
  - 1. Verbal reprimand (with appropriate notation);
  - 2. Written reprimand;
  - 3. Suspension (including working suspensions, suspensions with pay, or suspensions without pay);

#### 4. Termination.

However, the parties hereby agree that the concept of progressive discipline shall not prohibit the Board from implementing more serious disciplinary action when the employee's actions are of a serious nature.

## **XII. CONTRACT YEAR**

### A. Twelve (12) Month Employees' Schedule

The regular work year for Twelve (12) month employees shall consist of two hundred forty-four (244) workdays plus ten (10) holidays plus six (6) paid shutdown days for a total of two hundred sixty (260) paid days each year. Twelve (12) month employees receive paid vacation leave as provided in Article XVI. For Twelve (12) month employees, the weeks of Christmas and New Year's shall be non-work weeks, of which two (2) days in each week will be paid holidays and three (3) days each week will be paid shutdown days, except as changed by mutual agreement by both the Association and the Board before a calendar is developed. To be eligible for paid shutdown days, employees must be Twelve (12) month employees the first day of the month in which the shutdown occurs. Temporary employees do not get paid shutdown. Less than full-time employees shall be entitled to shutdown pay with respect to days for which they would have already been scheduled to work and to the extent they would have accrued earnings.

### B. Holidays

1. Twelve (12) month full-time employees shall receive ten (10) paid holidays per year which shall be designated on the Board calendar. Less than full-time employees shall be entitled to holiday pay with respect to days for which they would normally have been scheduled to work and to the extent they would have accrued earnings.
2. To be eligible to receive payment for a holiday, an employee must have accrued earnings on his/her next preceding and next following scheduled workdays before and after such holidays. Sick leave, personal leave and/or vacation time is accrued earnings.
3. Observed holidays for Twelve (12) month employees are as follows:
  - a. Labor Day
  - b. Thanksgiving Day
  - c. Thanksgiving Friday

- d. Christmas Eve
- e. Christmas Day
- f. New Year's Eve
- g. New Year's Day
- h. Martin Luther King Day
- i. Memorial Day
- j. Independence Day

#### C. Calamity Days

1. On days when all or part of the workshop or school is closed to individuals with developmental disabilities because of weather conditions or events deemed by the Superintendent to be calamities, employees will not be required to report to work unless otherwise indicated by the Superintendent. An employee who is required to work on a day the program is canceled shall be paid his/her regular rate for all hours worked plus calamity pay for that portion of the program day that is canceled.
2. On days when all or part of the workshop or school is dismissed early because of weather conditions or events deemed by the Superintendent to be calamities, employees will not be required to remain at work unless otherwise indicated by the Superintendent. An employee who is required to remain at work on a day the program is dismissed early shall be paid his/her regular rate for all hours worked plus calamity pay for that portion of the day after the early dismissal.

#### D. Board Calendar

Prior to March 1 annually, the Association may submit to the Superintendent or his/her designee suggestions for next year's Board calendar. The Association President and Superintendent or his/her designee will meet to discuss the proposed calendar at a mutually agreed time after the "County Calendar" has been developed. Each employee shall be given a copy of the next year's calendar by June 1 of each year.

#### E. NEOEA Day

Employees shall be given the opportunity to participate in NEOEA-sponsored workshops on NEOEA Day by providing their Supervisor with the appropriate documentation and leave sheet. In addition, employees shall be given the choice to participate in any in-services offered by the ACBDD, off-site visitation approved by their supervisor, or work at their worksite. No mandatory trainings shall be scheduled on NEOEA Day by the Board.

### **XIII. VACANCIES AND ASSIGNMENTS**

#### **A. Definitions**

1. Vacancy - A position which is not filled due to a retirement, resignation, termination, transfer, successful job bid, or death, which the Board intends to fill, or a newly created position.
2. Job Bid - The process of requesting a change in assignment or classification through a response to a posted vacancy.
3. Newly Created Position - A new classification or an increase in the number of staff employed in an existing classification.
4. Assignment - The specific work site(s), building(s) where duties are performed.
5. Applicant - An employee who submits a job bid or a non-employee who applies for the vacancy.
6. Seniority - Length of continuous service in the bargaining unit. In the case where more than one employee is hired on the same day, the date on the application shall determine seniority. In case a tie still exists, a lottery will be used to break the tie.
7. Shift - The period of time within the day an employee works. An employee does not experience a change of shift unless the starting time for the employee changes more than one (1) hour. A change of work site or building is not a shift change. It is a change of assignment.
8. Transfer - A change of classification and job duties that does not necessarily have higher minimum qualifications than the employee's current classification and job duties.
9. Work Site - The geographic location where duties are performed (all areas within a building are considered to be the same geographic location).
10. Qualifications - Area of competence, major or minor field of study, education, experience, certification, skills and ability.

#### **B. Posting Vacancies**

1. The Superintendent will post a Notice of Vacancy within five (5) workdays of each vacancy occurring. Each Notice of Vacancy will be posted in the

Central Office, building offices, satellite sites, and emailed for seven (7) workdays prior to filling the vacancy.

2. The Notice of Vacancy shall be included in all employees' emails during the summer and winter recesses if part of the seven (7) workday posting period falls within such recess.
3. The Notice shall be sent to the Association President.
4. The Notice of Vacancy shall include the specific list of desired job qualifications, a copy of the position description, and the shift, assignment and start date.
5. If the Board decides not to fill a vacancy, it must inform the Association President within ten (10) workdays of said vacancy, and give reasons for this decision.
6. Positions will be filled within ten (10) workdays of the posted start date. If this is not possible, reasons will be given to the Association President.
7. When necessary, the Board shall advertise in newspapers, Ohio universities and colleges, county and educational facilities as appropriate.

#### C. Assignments/Transfers

##### 1. Involuntary Change of Assignment/Transfer

Any change of assignment or transfer made without the employee's consent will be considered involuntary and will take place if:

- a. There is a consultation between the employee and immediate supervisor at a mutually agreed time with at least 24 hours notice and an Association Representative present. The supervisor will issue a letter summarizing the consultation.
- b. The reason for the change of assignment or transfer is not discriminatory, arbitrary or capricious. Upon request, the reasons shall be given in writing.
- c. When the involuntary change of assignment involves a shift change, transfer, or change of work site, the employee(s) selected shall be the least senior qualified employee(s) and only after qualified volunteers have been sought.

#### D. Awarding Vacancies

1. An employee may submit a job bid by notifying the Superintendent of the desire to be considered for the vacancy within seven (7) workdays of posting the Notice of Vacancy.
2. All employees who submit a job bid shall be granted an interview with the appropriate administrator(s) prior to filling the position.
3. The most senior applicant who holds appropriate certification or is eligible to obtain certification will receive the vacancy unless the Superintendent determines that another employee is clearly and substantially more qualified for the vacancy. The Superintendent and/or designee shall provide those reasons to the Association and the affected employee(s) in writing within five (5) working days of filling the position.
4. Any employee who applies for, but is not awarded, the vacancy shall, upon request, receive, within three (3) working days of the request, a letter specifying the reasons he/she was not selected.
5. If an Association position must be filled by a contracted agency due to a lack of qualified applicants, said contract will be limited to one (1) year and will include a 30-day severance clause. The position will be re-posted and re-advertised after the first six (6) months of the contract and thirty (30) days prior to the expiration of the contract.

#### **XIV. PERSONNEL FILES**

- A. Employees will have the opportunity, upon notice, to review the contents of their personnel files. The file will be provided within twenty-four (24) hours of notice, if possible, for review during lunch, breaks, or before or after work. An Association representative may accompany the employee.
- B. There shall be only one (1) personnel file and one (1) medical file maintained for each employee. If there is any merging of other files the employee shall be notified immediately of any and all material contained in all files.
- C. Employees will be notified and given copies when material is placed in their file and at no charge. Also, they shall have the right to respond in writing to any items placed in their file.
- D. If an employee refuses to sign an item, such item may be placed in the file with a note indicating the employee's refusal and a witness to that refusal. Any

signature on documents in the employee's personnel file only denotes that the employee was shown the document.

- E. Anonymous letters or materials (other than official documents such as certificates and transcripts) will not be placed in the employee's personnel file.
- F. Evaluations are to be kept in the personnel file located and kept in the Board office. Supervisors shall be permitted to maintain a working file for each employee. Items that have not been brought to the employee's attention shall be deleted from the working file after one (1) year. The supervisor will remove and destroy all anecdotal documents placed in a supervisor's working files after the employee's evaluation.
- G. Contents of the file shall be limited to items relating to work performance, discipline, and routine financial and personnel data.
- H. Employees may request the Superintendent to remove any disciplinary, or HIPAA material from the employee's personnel file after two (2) years from the date of the disciplinary action. The Superintendent shall provide the employee in writing an acknowledgment of the removal of the discipline or reasons for denial of the request within five (5) working days of the request.
- I. To the extent permitted by law, all items in the employee's personnel file shall be kept confidential.

#### **XV. REPORTING OFF WORK**

Employees shall report each day's absence from work by telephoning the answering service (or other designated telephone number) no later than two (2) hours prior to the scheduled starting time on the day of absence. In the event of an emergency, employees shall report their absence as soon as possible. Unless other arrangements have been made an employee must call in on each day of absence.

#### **XVI. VACATION**

- A. Every full-time Twelve (12) month employee is entitled to receive vacation with pay as follows:
  - 1. An employee is entitled to ten (10) working days of paid vacation per year upon the completion of his/ her first year of employment, and annually thereafter up to eight (8) years of full-time service with the Board.

2. An employee is entitled to fifteen (15) working days of paid vacation per year upon the attainment of eight (8) or more years of full-time service with the Board.
3. An employee with fifteen (15) or more years of full-time service with the Board is entitled to twenty (20) working days of paid vacation per year.
4. An employee with twenty-five (25) or more years of full-time service with the Board is entitled to twenty-five (25) working days of paid vacation per year.
5. Vacation for less than full-time Twelve (12) month employees shall be prorated to reflect the actual scheduled work hours.

- B. Only years of full-time service in a Twelve (12) month position as defined herein shall be counted in the calculation of vacation benefits. Any employee who moves from a Nine (9) month to a Twelve (12) month position shall receive pro rata credit for service as a Nine (9) month employee (e.g., four (4) years of service as a Nine (9) month employee equals three (3) years of service as a Twelve (12) month employee).

When an employee moves from a Nine (9) month to a Twelve (12) month position, the employee will begin to accrue vacation on the first day worked in the Twelve (12) month position and may use vacation as it is earned.

- C. Requests for vacations shall be submitted to the appropriate administration as far in advance as possible. In any event, such notice shall not be less than three (3) workdays prior to the starting date of vacation, except in emergency situations.

A reply shall be given by the appropriate administrator and a written disposition will be made within three (3) workdays of submission, except those of emergency situations.

For requests submitted five (5) or more workdays prior to the starting date of vacation, failure to reply to the request by the appropriate administrator within the time frame will result in automatic approval. For vacation requests submitted less than five (5) workdays prior to the starting date of vacation, the employee is responsible for verifying that written approval has been secured.

Approval shall not be unreasonably denied and once granted shall not be rescinded.

Vacation may be taken in increments of one-half ( $\frac{1}{2}$ ) days.

- D. A Twelve (12) month employee is entitled to compensation at his/her current rate of pay in a lump sum for any earned but unused vacation leave to his/her credit at time of separation or layoff, provided the employee has completed his/her first full year of employment with the Board.
- E. Vacation may be used as it is accrued, except an employee with less than six months service with the Board may not use accrued vacation until after the employee has achieved six months of service. Employees can accumulate vacation leave, but vacation leave shall not be accumulated in an amount greater than can be earned in three (3) years of service. Credit in excess of this maximum shall be eliminated from the employee's vacation balance. Nothing herein shall be construed to deprive any employee of credit for service previously granted. Employees will be notified of their accrued vacation on each pay stub.
- F. In the event of the death of an employee after completing one (1) year of service, his/her earned but unused vacation leave shall be paid to date of death in accordance with Section 2133.04 of the Ohio Revised Code or paid to his/her estate.
- G. Twice per year between January 1<sup>st</sup> and June 30<sup>th</sup>, employees with at least two (2) years of service shall have the option to "cash in" a portion of their vacation balance. The amount requested to be cashed in must be in weekly increments.

The employee must maintain at least two (2) week balance at the time of cashing.

The request must be made in writing to the superintendent no later than June 30<sup>th</sup> of the current calendar year.

Payments will be processed as part of the employee's regular payroll and be subject to the employee's withholdings and taxes. The cashed in vacation time will be subtracted from the employee's accumulated vacation balance.

## **XVII. LEAVES OF ABSENCE**

- A. Sick Leave
  - 1. Each employee shall accrue sick leave without limitation at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service and may use same in accordance with this Article.

2. Sick leave shall be granted to an employee only upon approval of the Superintendent or his/her designee for absence due to:
  - a. Personal Illness;
  - b. Pregnancy; birth, up to six (6) weeks following birth;
  - c. Injury;
  - d. Exposure to contagious disease which could be communicated to other employees;
  - e. Illness, injury or death in the employee's immediate family;
  - f. Examination of employee/employee's immediate family, including medical, physical, dental, or optical examination; and
  - g. Adoption of a child of two (2) years or younger (six [6] weeks).
3. An employee shall complete fully the "Request for Leave" form to justify the use of sick leave. Falsification of the "Request for Leave" form shall be grounds for disciplinary action, including dismissal.
4. Employees will be notified of their accrued sick leave on each paystub.
5. Employees may use this leave in one-quarter (1/4) hour increments.
6.
  - a. For absence of the employee due to illness or injury of someone in the employee's immediate family. Immediate family is defined as: father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, legal guardian, or foster or stepparents of the said employee or anyone who has stood in the same family relationship as any of these.
  - b. Death in the immediate family is defined to mean the death of the spouse, ex-spouse, uncle, aunt, niece, nephew, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, legal guardian, or foster or step-parents of the said employee or anyone who has stood in the same family relationship as any of these.

## 7. Serious Illness Leave Bank

Any employee who exhausts sick leave due to a serious illness or accident by the employee or family member residing with the employee or in special circumstances shall be permitted to request the donation of sick leave hours from other bargaining unit members.

Each employee may donate up to one hundred (100) sick leave hours per request to each fellow employee who has exhausted accumulated sick leave to be divided among the donors by the Board office. The employee donating the hours must have Ten (10) working days left, after the donation is made.

Employees who are retiring from their position with the Board may also donate up to one hundred (100) sick leave hours per request to each fellow employee; however, the requirement to maintain a minimum of Ten (10) working days will be waived.

To be eligible for such donation:

- a. The situation constitutes a genuine serious illness/injury of the employee or family member for purposes of this provision, a serious illness/injury shall be defined as a serious accident, misfortune or mishap which comes by chance or without design, i.e., car accident, broken limbs, heart disease, cancer, etc.
- b. The illness/injury is expected to be of a prolonged duration (greater than one week) or occur in segments over a potentially prolonged period (i.e., treatments, therapy, out-of-town treatment, etc.).
- c. The employee must have demonstrated consistent and reliable service to the Board.
- d. Employees seeking to use donated leave must have no sick leave of their own remaining due to the fact that they are requesting the leave of others. However, vacation (one [1] week accumulation only) and personal leave may be kept for emergencies of other sort.

Application shall be made to the Board office on the standard leave form indicating that it is for application of the serious illness/injury provisions with documentation from a doctor regarding the number of hours/days needed.

The Board office shall inform the bargaining unit members of the name of the individual. Bargaining unit members have thirty (30) days in which to notify the Board of the number of hours they wish to donate.

Once an employee is awarded serious illness/accident leave and subsequently returns to work, he/she shall be automatically granted additional use of serious illness/accident leave if the illness/injury reoccurs. At the end of the serious event, the employee will be permitted to retain up to five (5) of the donated days for sick leave use, any remaining days shall be returned to the donors. In such instances, the employee shall use accrued sick leave first and then the donated days.

Staff making donations will be given written indication of the number of hours used for this purpose as they are used. Every attempt will be made to use approximately one (1) day's equivalent of the recipient from each donor prior to utilizing additional donated leave up to the amount donated. Example: "Individual A" donates one hundred (100) hours. An amount equal to one day (or a nearly equal amount will be used from "Individuals A, B, C," etc.), before going back to "Individual A" for more of the original donation. In this way, the coverage is spread over maximum donors with minimum effect on each. If a long absence is expected, multiple days may be used for simplification of paperwork, but generally no more than two-three (2-3) days at a time from each donor before moving to the next.

Payroll clerk will provide information to donors as sick leave is taken from their accumulation. Sick leave will not be transferred until needed. If the donor has a subsequent emergency and cannot provide the initial donation, the payroll clerk should be notified immediately.

## 8. Unused Sick Leave

At the time of retirement, including retirement while an employee is on the recall list, an employee may elect to be paid in cash for one-fourth (1/4) the value of his accrued but unused sick leave credit. To be eligible for any payment for any unused sick leave credit under this provision, employees must have been employed for no less than three (3) years with the Board.

### B. Professional Leave

1. Each employee shall be permitted three (3) days per year for classification-related conferences, meetings, attendance to school business, visits to other schools, or other reasons approved by the Superintendent. Professional leave may be used for Special Olympics by the head coach and one assistant coach per event. This approved absence shall be without loss of pay and shall not be deducted from sick leave.
2. Requests for such leave must be submitted at least two (2) weeks prior to the leave. (The Superintendent may waive this requirement.) The request shall specify the class, program, or meeting to be attended and the benefit

to be obtained by such attendance. Requests for such leave shall be submitted to the Superintendent or designee through the immediate supervisor on the prescribed form in a timely fashion for approval or denial. If denied, the Superintendent shall provide written reasons to the employee.

3. Employee's expenses may be paid upon receiving prior approval from the Superintendent. Expenses shall not exceed twenty-five dollars (\$25) a day for meals and the I.R.S. allowance per mile for travel and the cost of boarding.
4. Expense and mileage reimbursement shall be received by employee no later than thirty (30) days from date of request.

### C. Physical Injury Leave

1. An employee who is unable to report to work because of a physical injury caused by a confrontation which occurs during the course and scope of employment before, during, or after regular work hours shall, upon completing a leave sheet marked physical injury leave and applying to Worker's Compensation, be maintained on sick leave to include full payroll status for a period certified by a Board-approved physician not to exceed twelve (12) weeks, including benefits (not to be charged against personal or sick leave). If at the end of the twelve (12) week period, the employee is still unable to return to work, he/she shall be placed on FMLA and may opt to use unused personal/vacation leave. At such time that the employee receives Temporary Total Compensation from the Bureau of Workers Compensation, and has exhausted available FMLA, the Board agrees to provide an additional thirty (30) days of health benefits. All other injuries including, but not limited to, injuries incurred while lifting positioning, etc. individuals with developmental disabilities, fall under the standard Workers' Compensation provisions.
2. Workers' compensation must be applied for with the intent to certify an occupational injury.
3. This extended leave is not cumulative.
4. An employee has the right to obtain immediate medical attention from a certified physician if he/she so desires without being charged sick leave or personal leave.
5. Physical Injury Leave will run concurrent with transitional work program as required by the Bureau of Workers' Compensation.

#### D. Personal Leave

1. There shall be a maximum of four (4) approved days of absence with pay for each Twelve (12) month employee to transact personal business. Less than five (5) day per week employees shall have their personal days prorated.
2. Requests for a personal leave shall be submitted to the Superintendent or designee through the immediate supervisor on the prescribed form two (2) workdays before the leave is to be taken whenever possible. Prior to the personal day, the Administration will return the form marked either approved or disapproved.
3. Personal leave is not cumulative.
4. Unused personal leave shall be converted to sick leave at the end of each year.
5. Personal leave runs on a calendar year (January – December) beginning 1/1/19. Any unused personal leave on December 31, 2018, will be converted to sick time. New days given 1/1/19.

For employees hired after April 1, personal leave will be prorated as follows: ten (10) and twelve (12) month employees will receive three (3) days; if hired after July 1, two (2) days; if hired after October 1, one (1) day; if hired after June 1; nine (9) month employees will receive two (2) days if hired after December 1, and one (1) day if hired after March 1.

6. Personal leave may be used in one-half ( $\frac{1}{2}$ ) day increments, except that personal leave may be taken in one-quarter ( $\frac{1}{4}$ ) hour increments in emergencies or when no substitute is required.

#### E. General Leaves of Absence

Each employee will be granted a leave of absence without pay for such disability, maternity, personal, or educational reasons in accordance with Ohio Revised Code 124.38 and the Ohio Administrative Code promulgated thereunder. An employee will receive a copy of the pertinent Administrative Code upon request.

#### F. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States shall receive a leave of absence without loss

of pay for such time as they are in military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year in accordance with Section 5923.05 of the Ohio Revised Code and the Administrative Rules and Personnel Procedures of the Director of Administrative Services.

G. Family and Medical Leave Act (FMLA) Leave

1. All eligible employees shall be entitled to up to twelve (12) weeks of FMLA leave in any twelve (12) month period:
  - a. Because of the birth of a son or daughter, and in order to care for the newborn child;
  - b. Because of the placement with the employee of a son or daughter for adoption or foster care;
  - c. In order to care for the employee's spouse, son, daughter and/or parent who has a serious health condition; or
  - d. Because of a serious health condition that makes the employee unable to perform the function of the employee's position.

An "eligible" employee is one who (1) has been employed by the Board for at least twelve (12) months and (2) has been employed for at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of FMLA leave.

For purposes of calculating the amount of FMLA Leave available to an employee, a rolling twelve (12) month period shall be used, measured backward from the date the employee uses any FMLA Leave.

2. A "Serious Health Condition" is any medical condition which requires inpatient care or which requires continuing medical treatment of a person who is unable to perform his/her normal daily activities for more than three days. Serious Health Conditions include the treatment of conditions which, if left untreated, would likely result in a person being unable to perform his/her daily activities for more than five (5) days and also includes prenatal care.
3. If FMLA leave is foreseeable, the employee shall give the Board thirty (30) days notice of the need to take the FMLA leave. The employee should make reasonable efforts to schedule medical treatments so as to not unduly disrupt the Board's operation. If advance notice is impossible, the employee shall give the Board as much notice as is practicable.

#### 4. Substitution

- a. Employees shall substitute any earned or accrued or donated sick leave for FMLA Leave. Employees may substitute earned and accrued vacation and personal leave for FMLA Leave.
- b. Substituted paid leave will count toward the employee's twelve (12) week allotment of FMLA Leave.

#### 5. Intermittent Leave

- a. If medically necessary, employees may use their FMLA Leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week.
- b. An Employee may have the right to request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's FMLA leave schedule.
- c. Only the actual time which an employee misses due to FMLA Leave will be applied to the employee's twelve (12) week limit.

#### 6. Health Insurance

While on FMLA Leave, the Board will continue to maintain the employee on the Board's health insurance plan and continue to pay its share of the employee's health insurance premiums.

7. When an employee returns from FMLA Leave, the employee shall be restored to his/her prior position or an equivalent position which has equivalent benefits, pay and other, terms and conditions of employment. However, an employee returning from FMLA Leave will have no greater right to a position than if he/she had not taken the leave.

#### 8. Certification

- a. When the leave is foreseeable and at least thirty (30) days notice has been provided, an employee shall present written certification of the need to take FMLA Leave before the leave begins. In the event the need for FMLA Leave is unforeseeable, the employer shall have fifteen (15) days after the employee's request for FMLA Leave to present the written certification.
- b. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the

Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the employee. The third opinion shall be final and binding.

- c. The Board can require the employee to supply re-certification to support continuing FMLA Leave every thirty (30) days.
- d. Prior to returning to work after taking FMLA Leave, the employee shall present certification from a health care provider that the employee is fit to return to work.

9. Except to the extent that specific provisions contained in this Section G expressly provide to the contrary, the parties agree that the Board and employee shall comply with all provisions of the Family and Medical Leave Act (FMLA) and all applicable Federal regulations interpreting FMLA.

#### H. Jury Duty/Subpoenaed Witness Leave

- 1. If an employee is called for court jury duty, he/she will be paid his/her regular salary or daily rate in full. All money received as compensation for jury duty shall be turned over to the Board. Such leave will not be charged against personal leave. Notice of absence must be called in as soon as possible prior to the day of service as a juror.
- 2. If an employee is called as a subpoenaed witness in a court matter involving an individual with a developmental disability that arises out of the employee's employment, he/she shall be afforded the benefits as listed in paragraph 1 above.

#### I. Paternity Leave

An employee who becomes a father shall be permitted to use up to five (5) days of accumulated sick leave on the days surrounding the birth.

#### J. Adoption Leave

An employee who adopts a child shall be permitted to use up to six (6) weeks of accumulated sick leave to care for the child, if the employee is the principal care giver.

#### K. Unpaid Leave

Employees will be entitled to up to five (5) days unpaid absence due to death or serious illness of persons outside the immediate family, as defined in Section A.8.b of Article XVII.

## **XVIII. SALARY AND YEARS OF SERVICE**

### **A. Salary Credit**

Employees shall be given credit for all years of service for previous work up to five (5) years of service as stipulated below. Such persons with more than five (5) years of service may be granted additional service credit in accordance with the stipulations set forth below:

1. "Service" means regular, occasional, or substitute employment (a) working with individuals with developmental disabilities in a county board of developmental disabilities, (b) with a state-chartered, accredited public or private school, and/or (c) any other work experience determined by the Superintendent to be comparable.
2. "Full-time" means that between September 1 and August 31, an employee works at least one hundred twenty (120) full-time days in a nine (9) month position or one hundred eighty (180) full-time days in a twelve (12) month position. Time spent on an unpaid leave of absence shall not be counted. Service covering two (2) or more years may be combined to obtain a "year of service" upon the approval of the Superintendent.

### **B. Salary Schedules**

Each employee shall be paid in accordance with the salary tables for his/her classification.

1. Effective September 1, 2018, salary schedules will be increased three quarters percent (.75%).
2. Effective September 1, 2019, salary schedules will be increased one-half percent (.5%).

### **C. Master's Degree**

Master's Degree must be in field or related area beneficial to employee's employment with the Board.

### **D. STRS/PERS Pick-up**

1. The total annual salary and salary per pay period for each employee shall be the salary otherwise payable under Article XIX, A., of this Agreement. Such total annual salary and salary per pay period of each employee shall be payable by the Board in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of

said employee's total annual salary or salary per pay period which is required from time to time by STRS/PERS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS/PERS on behalf of said employee as a pick-up and in lieu of the STRS/PERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board shall compute and remit its employer contributions to STRS/PERS based upon an employee's total annual salary or salary per pay period, including the aforesaid pick-up. The Board's total combined expenditures for an employee's total salary otherwise payable under this Agreement (including the pick-up amounts) and its employer contributions to STRS/PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

2. The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
3. Any pick-up by the Board of an employee's contributions to STRS/PERS shall be mandatory for all employees who are members of the bargaining unit and STRS/PERS. No such member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Board of STRS/PERS.
4. The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such a manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income his total annual salary including the amount of the pick-up.

#### E. Longevity Payment

For employees hired prior to September 1, 2010, an additional one thousand dollars (\$1,000) longevity payment will be paid for each four (4) years completed beyond current maximum on all salary schedules.

For employees hired on or after September, 1, 2010, an additional one thousand dollars (\$1,000) longevity payment will be paid for each four (4) years completed, excluding the first year, in a lump sum payment on July 1<sup>st</sup> for

Twelve (12) month employees and September 1<sup>st</sup> for Nine (9) month employees.

F. Employee Substitutes' Wages

Any employee may notify the Superintendent of his/her desire to substitute. Any full-time substitute in an ACEAMH position will be paid his/her hourly rate or Step 0 of the position he/she is subbing in whichever is more.

G. Step Increase Date

Two hundred and sixty (260) day employees shall receive step increase, if applicable, on the first day of the pay period encompassing July 1<sup>st</sup> of each year.

H. Elimination of Steps

Elimination of steps for all persons hired after September 1, 2010.

I. Signing Bonus

Employees will receive a two-hundred and fifty dollar (\$250) signing bonus should a new deal be signed by November 1, 2018.

## **XIX. INSURANCE**

A. Health Insurance – CBA Trust Health Plan

1. Effective January 1, 2011, the Board will provide a qualified high deductible health plan (HDHP) for medical insurance utilizing the "CBA Trust Health Plan" for all bargaining unit members for the duration of this Agreement. This plan is a P.P.O. plan with major medical prescription coverage. (Attachment 1). Effective January 1, 2014, this plan will be modified to include: 1) a prescription co-pay after the deductible is met; and, 2) requirement to meet the family deductible before family benefits are paid (Attachment 2).
2. Effective January 1, 2014, the Board shall offer four (4) levels of coverage: Single; Employee + Children; Employee + Spouse; and, Employee, Spouse + Children (Family).
3. For employees hired prior to April 1, 2008 who never opted off the tiers, the Board shall pay the entire premium cost for coverage under the CBA Trust Health Plan thru December 31, 2013. Effective January 1, 2014, the Board

shall pay ninety-five percent (95%) and the employee five percent (5%) of the premium cost of all levels of coverage.

4. For employees hired after March 31, 2008, or employees hired prior to April 1, 2008 who permanently opted off the tiers, the Board will pay: 1) ninety percent (90%) of the premium cost for single coverage, and the employee will pay ten percent (10%) of the premium cost; or, 2) eighty-five percent (85%) of the premium cost for all coverage levels (employee + children, employee + spouse, employee + spouse + children) and the employee will pay fifteen percent (15%) premium cost.
5. Effective July 1, 2019, any spouse who remains on the Board's insurance that has the ability to obtain coverage either through his/her employer or through VA, Medicare or Medicaid shall be responsible to pay 50% of the difference between Single and Employee + Spouse.
6. Effective January 1, 2020, any spouse who remains on the Board's insurance that has the ability to obtain coverage either through his/her employer or through VA, Medicare or Medicaid shall be responsible to pay 75% of the difference between Single and Employee + Spouse.
7. Proof of ineligibility to obtain insurance must be submitted to the Board office by November 24, 2018.
8. Any new employees shall not be eligible for spouse coverage.

B. Health Savings Account (HSA) – CBA Trust Health

1. All bargaining unit members enrolled in the qualified high deductible health plan, the "CBA Trust Health Plan," and who meet the federal eligibility requirements shall have a Health Savings Account (HSA) established by the Board in the employee's name.
2. The HSA Plan will be effective the same date as the CBA Trust Health Plan, which is January 1, 2011. Contributions (both employer and employee) to accounts will run on a calendar year basis (the "HSA Plan Year") beginning January 1, 2011. In no case can total HSA contributions exceed the annual limits established by federal law.
3. Employees are the owners of their HSA and can use their money to pay for any qualified medical expense permitted under federal law. All bargaining unit members agree to comply with all federal regulations applicable to HSA Plans.
4. The Board will select the financial institution to host the HSA Plan and pay for the set up of the accounts. All bargaining unit members agree to comply

with all reasonable rules and regulations established by the Board and its third party administrator as related to the administration of the HSA Plan.

- The Board will fund annual contributions to employees' accounts in order that the funds will be available for employees use on the following dates:

|                 | <u>Single Coverage</u> | <u>Employee + Spouse<br/>Employee + Children<br/>Employee + Spouse +Children (family)</u> |
|-----------------|------------------------|-------------------------------------------------------------------------------------------|
| January 1, 2018 | \$2500.00              | \$5000.00                                                                                 |
| January 1, 2019 | \$2500.00              | \$5000.00                                                                                 |

C. Health Reimbursement Account (HRA) – CBA Trust Health

- All bargaining unit members enrolled in the qualified high deductible health plan, the “CBA Trust Health Plan,” and who do not meet the federal eligibility requirements to have a Health Savings Account (HSA) established by the Board will be reimbursed for their deductible thru a Health Reimbursement Account (HRA).
- The HRA Plan will be effective the same date as the CBA Trust Health Plan, which is January 1, 2011, and run on a calendar year basis (the “HRA Plan Year”).
- For each HRA Plan Year, eligible employees shall receive reimbursement for their unreimbursed deductible incurred during the HRA Plan Year, in an amount not to exceed:

|                 | <u>Single Coverage</u> | <u>Employee + Spouse<br/>Employee + Children<br/>Employee + Spouse +Children (family)</u> |
|-----------------|------------------------|-------------------------------------------------------------------------------------------|
| January 1, 2018 | \$2500.00              | \$5000.00                                                                                 |
| January 1, 2019 | \$2500.00              | \$5000.00                                                                                 |

- An eligible bargaining unit member must present documentation of his/her unreimbursed deductible incurred by the employee or their eligible family member. All bargaining unit members eligible to receive reimbursements under the HRA Plan agree to comply with all reasonable rules and regulations established by the Board and its third party administrator as related to the administration of the HRA Plan. The Board agrees to pay any administrative fees for the maintenance of the HRA accounts.

D. Dental/Vision Insurance

- The Board will also continue the current dental and vision insurance coverage currently being provided to employees.

2. For employees hired prior to April 1, 2008, the Board shall pay the entire premium cost for both family and single dental coverage. Employees hired after March 31, 2008 shall receive Board paid single dental coverage, and may opt for family dental coverage. If they do so, they shall pay the difference between single and family coverage.
3. For employees hired prior to April 1, 2008, the Board shall pay the entire premium cost for both single and family coverage for vision insurance.
4. For employees hired after March 31, 2008, the Board shall pay the entire premium cost for single coverage for vision insurance. Such employees may opt for family vision coverage, and if they do so, they will pay the difference between the single and family premiums.

E. Life Insurance

The Board will pay the premium cost of a seventeen thousand five hundred dollar (\$17,500.00) term life insurance and accidental death and dismemberment insurance policy for all employees.

F. 125 Plan

The Board will arrange for the County to deduct premium payments as pre-tax dollars (125 Plan).

## **XXI. FINANCIAL INFORMATION**

The Labor Management Committee will be utilized to discuss and exchange financial information in keeping with full disclosure.

## **XXII. DRUG-FREE WORKPLACE**

- A. The Association and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all individuals with developmental disabilities that the Program is a drug and alcohol-free workplace. The Association and Board wholeheartedly support reasonable efforts by each other to obtain and maintain this result.
  1. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.

2. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code which also includes over the counter medications. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug used in a manner inconsistent with its medically prescribed intended use. Abuse also includes the intentional misuse of any over-the-counter drug in cases where such misuse impairs job performance.
3. The Drug Program Coordinator shall provide, or arrange to have provided, information and training programs concerning the impact of alcohol and other drug abuse on job performance, as well as information concerning the employee assistance program and any other resources available for employee assistance in dealing with a substance abuse problem.
4. All employees shall be furnished a copy of the Board’s Drug-Free Workplace policy and shall sign and acknowledge that they have read and understand the policy and work rules pertaining to it. This acknowledgement shall be kept in the employees personnel file.

All new employees shall be furnished a copy of such document and such procedures at the time of their orientation, but no later than thirty (30) calendar days from the first day of their employment.

5. Where there is reasonable suspicion to believe that an employee, when appearing for duty or on the job, is under the influence of, or his/her job performance is impaired by, alcohol or other drugs, the employee may be required to submit a urine specimen for testing for the presence of drugs or a breath/blood sample for testing for the presence of alcohol.

Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol and/or other drugs. Such reasonable suspicion may be based upon, but not limited to any of the following:

- a. Observable phenomena, such as direct observation of drug use, and/or the physical symptoms or manifestations of being under the influence of a drug;
- b. Abnormal conduct or erratic behavior while at work, and/or a pattern of or absenteeism, tardiness, or deterioration in work performance;

- c. Evidence that an individual has tampered with a drug test during his/her employment with the current employer;
  - d. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of alcohol and/or other drugs while working, or while on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  - e. The occurrence of a significant incident involving an employee's on the job actions which has resulted in:
    - (1) The personal injury of any person, including the employee, in which medical treatment has been sought away from the scene; or,
    - (2) In which expensive property damage has occurred where a vehicle or equipment has been towed away from the scene or is rendered inoperable.
6. Reasonable suspicion must be documented in writing by the observing Supervisor and forwarded to and maintained by the Superintendent pending results.
7. The employee will be transported to an offsite collection facility and shall be asked to provide a urine sample and/or submit to a breath test for alcohol in accordance with criteria delineated in this policy. The employee will have the option to have an Association representative with them during this process.
8. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing may be subject to discipline.
9. Testing shall be conducted at a laboratory that meets the certification criteria of the national Institute on Drug Abuse to perform testing for drugs and alcohol.
10. Testing Positive
- a. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative

of any medication prescribed by his/her own physician, which may have affected the results of the test.

- b. An employee testing “positive” will have the right to ask for a retest of the original specimen within two (2) program days of receiving the initial test result. Such requests shall be in writing, signed, dated and shall be presented to the drug Program Coordinator. The laboratory performing such a test shall be certified by the national Institute on Drug Abuse and chosen by the employee.
  - c. Any such retest shall be at the expense of the employee.
  - d. In the event the employee’s independent retest is negative the employee will notify the Board and will be reimbursed the cost of the retest and credited any earned leave used.
  - e. An employee request for a retest shall not delay the imposition of appropriate action of the Board or referral to an alcohol and/or drug abuse assistance.
  - f. ALL test results pertaining to a given alcohol or drug test shall be maintained in the employee’s confidential medical file.
  - g. In the event of a positive test result, the employee may be subject to disciplinary action.
11. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures will be encouraged to accept a referral to such a Program.

12. Grievance Procedure

Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

13. Subject to the provisions of Board policy, employee confidentiality shall be maintained.
14. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

### **XXIII. GENERAL**

#### **A. Leadership Ashtabula County**

The Board shall provide release time to permit a bargaining unit member to be enrolled in Leadership Ashtabula County annually. The bargaining unit member shall notify the Association President of his/her interest. The bargaining unit member shall be chosen from a list of volunteers by mutual agreement between the Association President and the Superintendent. The bargaining unit member will be responsible for the costs of the Leadership program and will be encouraged to seek scholarships and/or sponsorships to help defray the costs.

#### **B. Equal Employment Opportunity**

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

#### **C. Severability**

The parties hereby agree that, except for Article VII, Sections A and C which are governed by Chapter 124 of the Ohio Revised Code, this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board in a final unappealed or unappealable judgment finds that any provision of this Agreement is in conflict with, and does not supersede, any provision of law, the parties shall renegotiate such provision.

#### **D. Entire Agreement**

This Contract constitutes the entire agreement between parties.

#### **E. Duration**

The term of this Agreement shall be from September 1, 2018 to and including August 31, 2020.

#### **F. Privatization**

There shall be payment of seven-hundred and fifty dollars (\$750) for any bargaining unit member who will cease to be employed by the Board.

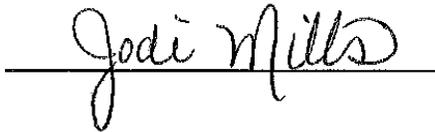
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

ASHTABULA COUNTY  
EMPLOYEES ASSOCIATION FOR  
THE MENTALLY HANDICAPPED

ASHTABULA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

  
\_\_\_\_\_  
PRESIDENT

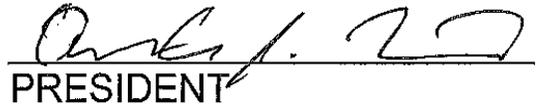
  
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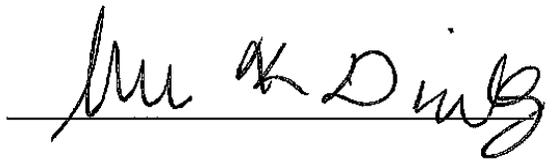
\_\_\_\_\_

  
\_\_\_\_\_  
OEA CONSULTANT

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
SUPERINTENDENT

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**APPENDIX A**

\_\_\_\_\_  
Date of Administrative Report

\_\_\_\_\_  
Association Grievance Number

**GRIEVANCE FORM**

Ashtabula County Board of Developmental Disabilities

In accordance with the provisions of the Grievance Procedure I, the undersigned, alleging a grievance, do hereby present this grievance to \_\_\_\_\_ for consideration.  
(Appropriate Administrator)

**INFORMAL STEP**

DATE OF INFORMAL MEETING: \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Immediate Supervisor/Appropriate Administrator

STATEMENT OF ISSUE DISCUSSED AT THE INFORMAL MEETING:

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

DISPOSITION:

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievance Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

FORMAL STEP

LEVEL ONE

DATE OF LEVEL ONE MEETING: \_\_\_\_\_

\_\_\_\_\_  
Grievant                                      Date                                      Grievance Chair/Representative

STATEMENT OF GRIEVANCE (INCLUDING PROVISION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED):

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

DISPOSITION:

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

\_\_\_\_\_  
Signature of Administrator                                      Date

FORMAL STEP

LEVEL TWO

DATE OF LEVEL TWO MEETING: \_\_\_\_\_

---

|          |      |                                |
|----------|------|--------------------------------|
| Grievant | Date | Grievance Chair/Representative |
|----------|------|--------------------------------|

STATEMENT OF GRIEVANCE (INCLUDING PROVISION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED:

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DISPOSITION:

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|                            |      |
|----------------------------|------|
| Signature of Administrator | Date |
|----------------------------|------|



## **APPENDIX B**

### **SALARY SCALE INDEX FOR THE ACPACSC UNIT**

|      |                                                                                   |
|------|-----------------------------------------------------------------------------------|
| PC-3 | PROFESSIONAL CERTIFICATED. BACHELOR DEGREE CERTIFIED                              |
| PC-4 | PROFESSIONAL CERTIFICATED. BACHELOR DEGREE CERTIFIED + 10 SEMESTER HOURS IN FIELD |
| PC-5 | PROFESSIONAL CERTIFICATED. BACHELOR DEGREE CERTIFIED + 20 SEMESTER HOURS IN FIELD |
| PC-6 | PROFESSIONAL CERTIFICATED. MASTERS DEGREE IN FIELD                                |
| PC-7 | PROFESSIONAL CERTIFICATED. MASTERS DEGREE IN FIELD + 10 SEMESTER HOURS IN FIELD   |
| PC-8 | PROFESSIONAL CERTIFICATED. MASTERS DEGREE IN FIELD + 20 SEMESTER HOURS IN FIELD   |
|      | ASSOCIATE SSA                                                                     |
|      | ASSOCIATE SSA + 10 SEMESTER HOURS IN FIELD                                        |
|      | ASSOCIATE SSA + 20 SEMESTER HOURS IN FIELD                                        |

## APPENDIX C

| <b>Assoc. SSA</b>    |                             |          |                             |                              |          | <b>Hrs/Day:</b>             | <b>7</b>                     |
|----------------------|-----------------------------|----------|-----------------------------|------------------------------|----------|-----------------------------|------------------------------|
| <b>Step</b>          | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                    | \$ 17.45                    | 100.75%  | \$ 17.58                    | \$ 31,995.60                 | 100.50%  | \$ 17.67                    | \$ 32,159.40                 |
| 1                    | \$ 18.34                    | 100.75%  | \$ 18.48                    | \$ 33,633.60                 | 100.50%  | \$ 18.57                    | \$ 33,797.40                 |
| 2                    | \$ 19.26                    | 100.75%  | \$ 19.40                    | \$ 35,308.00                 | 100.50%  | \$ 19.50                    | \$ 35,490.00                 |
| 3                    | \$ 20.16                    | 100.75%  | \$ 20.31                    | \$ 36,964.20                 | 100.50%  | \$ 20.41                    | \$ 37,146.20                 |
| 4                    | \$ 21.04                    | 100.75%  | \$ 21.20                    | \$ 38,584.00                 | 100.50%  | \$ 21.31                    | \$ 38,784.20                 |
| 5                    | \$ 21.97                    | 100.75%  | \$ 22.13                    | \$ 40,276.60                 | 100.50%  | \$ 22.24                    | \$ 40,476.80                 |
| 6                    | \$ 22.89                    | 100.75%  | \$ 23.06                    | \$ 41,969.20                 | 100.50%  | \$ 23.18                    | \$ 42,187.60                 |
| 7                    | \$ 23.84                    | 100.75%  | \$ 24.02                    | \$ 43,716.40                 | 100.50%  | \$ 24.14                    | \$ 43,934.80                 |
| 8                    | \$ 24.72                    | 100.75%  | \$ 24.91                    | \$ 45,336.20                 | 100.50%  | \$ 25.03                    | \$ 45,554.60                 |
| 9                    | \$ 25.65                    | 100.75%  | \$ 25.84                    | \$ 47,028.80                 | 100.50%  | \$ 25.97                    | \$ 47,265.40                 |
| 10                   | \$ 26.56                    | 100.75%  | \$ 26.76                    | \$ 48,703.20                 | 100.50%  | \$ 26.89                    | \$ 48,939.80                 |
| 11                   | \$ 27.48                    | 100.75%  | \$ 27.69                    | \$ 50,395.80                 | 100.50%  | \$ 27.83                    | \$ 50,650.60                 |
| 12                   | \$ 28.37                    | 100.75%  | \$ 28.58                    | \$ 52,015.60                 | 100.50%  | \$ 28.72                    | \$ 52,270.40                 |
| 13                   | \$ 29.28                    | 100.75%  | \$ 29.50                    | \$ 53,690.00                 | 100.50%  | \$ 29.65                    | \$ 53,963.00                 |
| <b>Assoc. SSA+10</b> |                             |          |                             |                              |          | <b>Hrs/Day:</b>             | <b>7</b>                     |
| <b>Step</b>          | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                    | \$ 18.31                    | 100.75%  | \$ 18.45                    | \$ 33,579.00                 | 100.50%  | \$ 18.54                    | \$ 33,742.80                 |
| 1                    | \$ 19.22                    | 100.75%  | \$ 19.36                    | \$ 35,235.20                 | 100.50%  | \$ 19.46                    | \$ 35,417.20                 |
| 2                    | \$ 20.10                    | 100.75%  | \$ 20.25                    | \$ 36,855.00                 | 100.50%  | \$ 20.35                    | \$ 37,037.00                 |
| 3                    | \$ 21.02                    | 100.75%  | \$ 21.18                    | \$ 38,547.60                 | 100.50%  | \$ 21.29                    | \$ 38,747.80                 |
| 4                    | \$ 21.95                    | 100.75%  | \$ 22.11                    | \$ 40,240.20                 | 100.50%  | \$ 22.22                    | \$ 40,440.40                 |
| 5                    | \$ 22.85                    | 100.75%  | \$ 23.02                    | \$ 41,896.40                 | 100.50%  | \$ 23.14                    | \$ 42,114.80                 |
| 6                    | \$ 23.79                    | 100.75%  | \$ 23.97                    | \$ 43,625.40                 | 100.50%  | \$ 24.09                    | \$ 43,843.80                 |
| 7                    | \$ 24.69                    | 100.75%  | \$ 24.88                    | \$ 45,281.60                 | 100.50%  | \$ 25.00                    | \$ 45,500.00                 |
| 8                    | \$ 25.60                    | 100.75%  | \$ 25.79                    | \$ 46,937.80                 | 100.50%  | \$ 25.92                    | \$ 47,174.40                 |
| 9                    | \$ 26.52                    | 100.75%  | \$ 26.72                    | \$ 48,630.40                 | 100.50%  | \$ 26.85                    | \$ 48,867.00                 |
| 10                   | \$ 27.43                    | 100.75%  | \$ 27.64                    | \$ 50,304.80                 | 100.50%  | \$ 27.78                    | \$ 50,559.60                 |
| 11                   | \$ 28.34                    | 100.75%  | \$ 28.55                    | \$ 51,961.00                 | 100.50%  | \$ 28.69                    | \$ 52,215.80                 |
| 12                   | \$ 29.25                    | 100.75%  | \$ 29.47                    | \$ 53,635.40                 | 100.50%  | \$ 29.62                    | \$ 53,908.40                 |
| 13                   | \$ 30.17                    | 100.75%  | \$ 30.40                    | \$ 55,328.00                 | 100.50%  | \$ 30.55                    | \$ 55,601.00                 |
| <b>Assoc. SSA+20</b> |                             |          |                             |                              |          | <b>Hrs/Day:</b>             | <b>7</b>                     |
| <b>Step</b>          | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                    | \$ 19.16                    | 100.75%  | \$ 19.30                    | \$ 35,126.00                 | 100.50%  | \$ 19.40                    | \$ 35,308.00                 |
| 1                    | \$ 20.07                    | 100.75%  | \$ 20.22                    | \$ 36,800.40                 | 100.50%  | \$ 20.32                    | \$ 36,982.40                 |
| 2                    | \$ 20.99                    | 100.75%  | \$ 21.15                    | \$ 38,493.00                 | 100.50%  | \$ 21.26                    | \$ 38,693.20                 |
| 3                    | \$ 21.91                    | 100.75%  | \$ 22.07                    | \$ 40,167.40                 | 100.50%  | \$ 22.18                    | \$ 40,367.60                 |
| 4                    | \$ 22.81                    | 100.75%  | \$ 22.98                    | \$ 41,823.60                 | 100.50%  | \$ 23.09                    | \$ 42,023.80                 |
| 5                    | \$ 23.75                    | 100.75%  | \$ 23.93                    | \$ 43,552.60                 | 100.50%  | \$ 24.05                    | \$ 43,771.00                 |
| 6                    | \$ 24.63                    | 100.75%  | \$ 24.81                    | \$ 45,154.20                 | 100.50%  | \$ 24.93                    | \$ 45,372.60                 |
| 7                    | \$ 25.57                    | 100.75%  | \$ 25.76                    | \$ 46,883.20                 | 100.50%  | \$ 25.89                    | \$ 47,119.80                 |
| 8                    | \$ 26.46                    | 100.75%  | \$ 26.66                    | \$ 48,521.20                 | 100.50%  | \$ 26.79                    | \$ 48,757.80                 |
| 9                    | \$ 27.38                    | 100.75%  | \$ 27.59                    | \$ 50,213.80                 | 100.50%  | \$ 27.73                    | \$ 50,468.60                 |
| 10                   | \$ 28.29                    | 100.75%  | \$ 28.50                    | \$ 51,870.00                 | 100.50%  | \$ 28.64                    | \$ 52,124.80                 |
| 11                   | \$ 29.22                    | 100.75%  | \$ 29.44                    | \$ 53,580.80                 | 100.50%  | \$ 29.59                    | \$ 53,853.80                 |
| 12                   | \$ 30.12                    | 100.75%  | \$ 30.35                    | \$ 55,237.00                 | 100.50%  | \$ 30.50                    | \$ 55,510.00                 |
| 13                   | \$ 31.04                    | 100.75%  | \$ 31.27                    | \$ 56,911.40                 | 100.50%  | \$ 31.43                    | \$ 57,202.60                 |

| <b>Prof Cert 3</b> |                             |          |                             |                              |          | <b>Hrs/Day: 7</b>           |                              |
|--------------------|-----------------------------|----------|-----------------------------|------------------------------|----------|-----------------------------|------------------------------|
| <b>Step</b>        | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                  | \$ 23.36                    | 100.75%  | \$ 23.54                    | \$ 42,842.80                 | 100.50%  | 23.66                       | \$ 43,061.20                 |
| 1                  | \$ 24.51                    | 100.75%  | \$ 24.69                    | \$ 44,935.80                 | 100.50%  | 24.81                       | \$ 45,154.20                 |
| 2                  | \$ 25.70                    | 100.75%  | \$ 25.89                    | \$ 47,119.80                 | 100.50%  | 26.02                       | \$ 47,356.40                 |
| 3                  | \$ 26.86                    | 100.75%  | \$ 27.06                    | \$ 49,249.20                 | 100.50%  | 27.20                       | \$ 49,504.00                 |
| 4                  | \$ 28.03                    | 100.75%  | \$ 28.24                    | \$ 51,396.80                 | 100.50%  | 28.38                       | \$ 51,651.60                 |
| 5                  | \$ 29.21                    | 100.75%  | \$ 29.43                    | \$ 53,562.60                 | 100.50%  | 29.58                       | \$ 53,835.60                 |
| 6                  | \$ 30.38                    | 100.75%  | \$ 30.61                    | \$ 55,710.20                 | 100.50%  | 30.76                       | \$ 55,983.20                 |
| 7                  | \$ 31.51                    | 100.75%  | \$ 31.75                    | \$ 57,785.00                 | 100.50%  | 31.91                       | \$ 58,076.20                 |
| 8                  | \$ 32.68                    | 100.75%  | \$ 32.93                    | \$ 59,932.60                 | 100.50%  | 33.09                       | \$ 60,223.80                 |
| 9                  | \$ 33.89                    | 100.75%  | \$ 34.14                    | \$ 62,134.80                 | 100.50%  | 34.31                       | \$ 62,444.20                 |
| 10                 | \$ 35.03                    | 100.75%  | \$ 35.29                    | \$ 64,227.80                 | 100.50%  | 35.47                       | \$ 64,555.40                 |
| 11                 | \$ 36.23                    | 100.75%  | \$ 36.50                    | \$ 66,430.00                 | 100.50%  | 36.68                       | \$ 66,757.60                 |
| 12                 | \$ 37.39                    | 100.75%  | \$ 37.67                    | \$ 68,559.40                 | 100.50%  | 37.86                       | \$ 68,905.20                 |
| 13                 | \$ 38.53                    | 100.75%  | \$ 38.82                    | \$ 70,652.40                 | 100.50%  | 39.01                       | \$ 70,998.20                 |
| <b>Prof Cert 4</b> |                             |          |                             |                              |          | <b>Hrs/Day: 7</b>           |                              |
| <b>Step</b>        | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                  | \$ 24.66                    | 100.75%  | \$ 24.84                    | \$ 45,208.80                 | 100.50%  | 24.96                       | \$ 45,427.20                 |
| 1                  | \$ 25.84                    | 100.75%  | \$ 26.03                    | \$ 47,374.60                 | 100.50%  | 26.16                       | \$ 47,611.20                 |
| 2                  | \$ 26.95                    | 100.75%  | \$ 27.15                    | \$ 49,413.00                 | 100.50%  | 27.29                       | \$ 49,667.80                 |
| 3                  | \$ 28.14                    | 100.75%  | \$ 28.35                    | \$ 51,597.00                 | 100.50%  | 28.49                       | \$ 51,851.80                 |
| 4                  | \$ 29.32                    | 100.75%  | \$ 29.54                    | \$ 53,762.80                 | 100.50%  | 29.69                       | \$ 54,035.80                 |
| 5                  | \$ 30.47                    | 100.75%  | \$ 30.70                    | \$ 55,874.00                 | 100.50%  | 30.85                       | \$ 56,147.00                 |
| 6                  | \$ 31.69                    | 100.75%  | \$ 31.93                    | \$ 58,112.60                 | 100.50%  | 32.09                       | \$ 58,403.80                 |
| 7                  | \$ 32.82                    | 100.75%  | \$ 33.07                    | \$ 60,187.40                 | 100.50%  | 33.24                       | \$ 60,496.80                 |
| 8                  | \$ 34.00                    | 100.75%  | \$ 34.26                    | \$ 62,353.20                 | 100.50%  | 34.43                       | \$ 62,662.60                 |
| 9                  | \$ 35.14                    | 100.75%  | \$ 35.40                    | \$ 64,428.00                 | 100.50%  | 35.58                       | \$ 64,755.60                 |
| 10                 | \$ 36.34                    | 100.75%  | \$ 36.61                    | \$ 66,630.20                 | 100.50%  | 36.79                       | \$ 66,957.80                 |
| 11                 | \$ 37.50                    | 100.75%  | \$ 37.78                    | \$ 68,759.60                 | 100.50%  | 37.97                       | \$ 69,105.40                 |
| 12                 | \$ 38.67                    | 100.75%  | \$ 38.96                    | \$ 70,907.20                 | 100.50%  | 39.15                       | \$ 71,253.00                 |
| 13                 | \$ 39.84                    | 100.75%  | \$ 40.14                    | \$ 73,054.80                 | 100.50%  | 40.34                       | \$ 73,418.80                 |
| <b>Prof Cert 5</b> |                             |          |                             |                              |          | <b>Hrs/Day: 7</b>           |                              |
| <b>Step</b>        | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                  | \$ 25.29                    | 100.75%  | \$ 25.48                    | \$ 46,373.60                 | 100.50%  | 25.61                       | \$ 46,610.20                 |
| 1                  | \$ 26.46                    | 100.75%  | \$ 26.66                    | \$ 48,521.20                 | 100.50%  | 26.79                       | \$ 48,757.80                 |
| 2                  | \$ 27.64                    | 100.75%  | \$ 27.85                    | \$ 50,687.00                 | 100.50%  | 27.99                       | \$ 50,941.80                 |
| 3                  | \$ 28.78                    | 100.75%  | \$ 29.00                    | \$ 52,780.00                 | 100.50%  | 29.15                       | \$ 53,053.00                 |
| 4                  | \$ 29.99                    | 100.75%  | \$ 30.21                    | \$ 54,982.20                 | 100.50%  | 30.36                       | \$ 55,255.20                 |
| 5                  | \$ 31.11                    | 100.75%  | \$ 31.34                    | \$ 57,038.80                 | 100.50%  | 31.50                       | \$ 57,330.00                 |
| 6                  | \$ 32.29                    | 100.75%  | \$ 32.53                    | \$ 59,204.60                 | 100.50%  | 32.69                       | \$ 59,495.80                 |
| 7                  | \$ 33.48                    | 100.75%  | \$ 33.73                    | \$ 61,388.60                 | 100.50%  | 33.90                       | \$ 61,698.00                 |
| 8                  | \$ 34.63                    | 100.75%  | \$ 34.89                    | \$ 63,499.80                 | 100.50%  | 35.06                       | \$ 63,809.20                 |
| 9                  | \$ 35.83                    | 100.75%  | \$ 36.10                    | \$ 65,702.00                 | 100.50%  | 36.28                       | \$ 66,029.60                 |
| 10                 | \$ 36.97                    | 100.75%  | \$ 37.25                    | \$ 67,795.00                 | 100.50%  | 37.44                       | \$ 68,140.80                 |
| 11                 | \$ 38.15                    | 100.75%  | \$ 38.44                    | \$ 69,960.80                 | 100.50%  | 38.63                       | \$ 70,306.60                 |
| 12                 | \$ 39.33                    | 100.75%  | \$ 39.62                    | \$ 72,108.40                 | 100.50%  | 39.82                       | \$ 72,472.40                 |
| 13                 | \$ 40.48                    | 100.75%  | \$ 40.78                    | \$ 74,219.60                 | 100.50%  | 40.98                       | \$ 74,583.60                 |

| <b>Prof Cert 6</b> |                             |         |                             |                              |          | <b>Hrs/Day:</b>             | <b>7</b>                     |
|--------------------|-----------------------------|---------|-----------------------------|------------------------------|----------|-----------------------------|------------------------------|
| <b>Step</b>        | <b>9/1/17<br/>Hrly Rate</b> |         | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                  | \$ 25.95                    | 100.75% | \$ 26.14                    | \$ 47,574.80                 | 100.50%  | \$ 26.27                    | \$ 47,811.40                 |
| 1                  | \$ 27.08                    | 100.75% | \$ 27.28                    | \$ 49,649.60                 | 100.50%  | \$ 27.42                    | \$ 49,904.40                 |
| 2                  | \$ 28.27                    | 100.75% | \$ 28.48                    | \$ 51,833.60                 | 100.50%  | \$ 28.62                    | \$ 52,088.40                 |
| 3                  | \$ 29.45                    | 100.75% | \$ 29.67                    | \$ 53,999.40                 | 100.50%  | \$ 29.82                    | \$ 54,272.40                 |
| 4                  | \$ 30.62                    | 100.75% | \$ 30.85                    | \$ 56,147.00                 | 100.50%  | \$ 31.00                    | \$ 56,420.00                 |
| 5                  | \$ 31.78                    | 100.75% | \$ 32.02                    | \$ 58,276.40                 | 100.50%  | \$ 32.18                    | \$ 58,567.60                 |
| 6                  | \$ 32.94                    | 100.75% | \$ 33.19                    | \$ 60,405.80                 | 100.50%  | \$ 33.36                    | \$ 60,715.20                 |
| 7                  | \$ 34.13                    | 100.75% | \$ 34.39                    | \$ 62,589.80                 | 100.50%  | \$ 34.56                    | \$ 62,899.20                 |
| 8                  | \$ 35.28                    | 100.75% | \$ 35.54                    | \$ 64,682.80                 | 100.50%  | \$ 35.72                    | \$ 65,010.40                 |
| 9                  | \$ 36.46                    | 100.75% | \$ 36.73                    | \$ 66,848.60                 | 100.50%  | \$ 36.91                    | \$ 67,176.20                 |
| 10                 | \$ 37.62                    | 100.75% | \$ 37.90                    | \$ 68,978.00                 | 100.50%  | \$ 38.09                    | \$ 69,323.80                 |
| 11                 | \$ 38.78                    | 100.75% | \$ 39.07                    | \$ 71,107.40                 | 100.50%  | \$ 39.27                    | \$ 71,471.40                 |
| 12                 | \$ 39.98                    | 100.75% | \$ 40.28                    | \$ 73,309.60                 | 100.50%  | \$ 40.48                    | \$ 73,673.60                 |
| 13                 | \$ 41.11                    | 100.75% | \$ 41.42                    | \$ 75,384.40                 | 100.50%  | \$ 41.63                    | \$ 75,766.60                 |
| 14                 | \$ 42.30                    | 100.75% | \$ 42.62                    | \$ 77,568.40                 | 100.50%  | \$ 42.83                    | \$ 77,950.60                 |

| <b>Prof Cert 7</b> |                             |          |                             |                              |          | <b>Hrs/Day:</b>             | <b>7</b>                     |
|--------------------|-----------------------------|----------|-----------------------------|------------------------------|----------|-----------------------------|------------------------------|
| <b>Step</b>        | <b>9/1/17<br/>Hrly Rate</b> | <b>%</b> | <b>9/1/18<br/>Hrly Rate</b> | <b>9/1/18<br/>Annual 260</b> | <b>%</b> | <b>9/1/19<br/>Hrly Rate</b> | <b>9/1/19<br/>Annual 260</b> |
| 0                  | \$ 26.61                    | 100.75%  | \$ 26.81                    | \$ 48,794.20                 | 100.50%  | \$ 26.94                    | \$ 49,030.80                 |
| 1                  | \$ 27.79                    | 100.75%  | \$ 28.00                    | \$ 50,960.00                 | 100.50%  | \$ 28.14                    | \$ 51,214.80                 |
| 2                  | \$ 28.94                    | 100.75%  | \$ 29.16                    | \$ 53,071.20                 | 100.50%  | \$ 29.31                    | \$ 53,344.20                 |
| 3                  | \$ 30.12                    | 100.75%  | \$ 30.35                    | \$ 55,237.00                 | 100.50%  | \$ 30.50                    | \$ 55,510.00                 |
| 4                  | \$ 31.30                    | 100.75%  | \$ 31.53                    | \$ 57,384.60                 | 100.50%  | \$ 31.69                    | \$ 57,675.80                 |
| 5                  | \$ 32.45                    | 100.75%  | \$ 32.69                    | \$ 59,495.80                 | 100.50%  | \$ 32.85                    | \$ 59,787.00                 |
| 6                  | \$ 33.62                    | 100.75%  | \$ 33.87                    | \$ 61,643.40                 | 100.50%  | \$ 34.04                    | \$ 61,952.80                 |
| 7                  | \$ 34.79                    | 100.75%  | \$ 35.05                    | \$ 63,791.00                 | 100.50%  | \$ 35.23                    | \$ 64,118.60                 |
| 8                  | \$ 35.99                    | 100.75%  | \$ 36.26                    | \$ 65,993.20                 | 100.50%  | \$ 36.44                    | \$ 66,320.80                 |
| 9                  | \$ 37.12                    | 100.75%  | \$ 37.40                    | \$ 68,068.00                 | 100.50%  | \$ 37.59                    | \$ 68,413.80                 |
| 10                 | \$ 38.32                    | 100.75%  | \$ 38.61                    | \$ 70,270.20                 | 100.50%  | \$ 38.80                    | \$ 70,616.00                 |
| 11                 | \$ 39.45                    | 100.75%  | \$ 39.75                    | \$ 72,345.00                 | 100.50%  | \$ 39.95                    | \$ 72,709.00                 |
| 12                 | \$ 40.65                    | 100.75%  | \$ 40.95                    | \$ 74,529.00                 | 100.50%  | \$ 41.15                    | \$ 74,893.00                 |
| 13                 | \$ 41.81                    | 100.75%  | \$ 42.12                    | \$ 76,658.40                 | 100.50%  | \$ 42.33                    | \$ 77,040.60                 |
| 14                 | \$ 42.97                    | 100.75%  | \$ 43.29                    | \$ 78,787.80                 | 100.50%  | \$ 43.51                    | \$ 79,188.20                 |
| 15                 | \$ 44.18                    | 100.75%  | \$ 44.51                    | \$ 81,008.20                 | 100.50%  | \$ 44.73                    | \$ 81,408.60                 |
| 16                 | \$ 45.31                    | 100.75%  | \$ 45.65                    | \$ 83,083.00                 | 100.50%  | \$ 45.88                    | \$ 83,501.60                 |

| <b>Prof Cert 8</b> |                           |          |                           |                            |          | <b>Hrs/Day:</b>           | <b>7</b>                   |
|--------------------|---------------------------|----------|---------------------------|----------------------------|----------|---------------------------|----------------------------|
| <b>Step</b>        | <b>Rate<br/>Hrly Rate</b> | <b>%</b> | <b>Rate<br/>Hrly Rate</b> | <b>Rate<br/>Annual 260</b> | <b>%</b> | <b>Rate<br/>Hrly Rate</b> | <b>Rate<br/>Annual 260</b> |
| 0                  | \$ 26.94                  | 100.75%  | \$ 27.14                  | \$ 49,394.80               | 100.50%  | \$ 27.28                  | \$ 49,649.60               |
| 1                  | \$ 28.12                  | 100.75%  | \$ 28.33                  | \$ 51,560.60               | 100.50%  | \$ 28.47                  | \$ 51,815.40               |
| 2                  | \$ 29.28                  | 100.75%  | \$ 29.50                  | \$ 53,690.00               | 100.50%  | \$ 29.65                  | \$ 53,963.00               |
| 3                  | \$ 30.45                  | 100.75%  | \$ 30.68                  | \$ 55,837.60               | 100.50%  | \$ 30.83                  | \$ 56,110.60               |
| 4                  | \$ 31.66                  | 100.75%  | \$ 31.90                  | \$ 58,058.00               | 100.50%  | \$ 32.06                  | \$ 58,349.20               |
| 5                  | \$ 32.79                  | 100.75%  | \$ 33.04                  | \$ 60,132.80               | 100.50%  | \$ 33.21                  | \$ 60,442.20               |
| 6                  | \$ 33.98                  | 100.75%  | \$ 34.23                  | \$ 62,298.60               | 100.50%  | \$ 34.40                  | \$ 62,608.00               |
| 7                  | \$ 35.30                  | 100.75%  | \$ 35.56                  | \$ 64,719.20               | 100.50%  | \$ 35.74                  | \$ 65,046.80               |
| 8                  | \$ 36.33                  | 100.75%  | \$ 36.60                  | \$ 66,612.00               | 100.50%  | \$ 36.78                  | \$ 66,939.60               |
| 9                  | \$ 37.47                  | 100.75%  | \$ 37.75                  | \$ 68,705.00               | 100.50%  | \$ 37.94                  | \$ 69,050.80               |
| 10                 | \$ 38.66                  | 100.75%  | \$ 38.95                  | \$ 70,889.00               | 100.50%  | \$ 39.14                  | \$ 71,234.80               |
| 11                 | \$ 39.80                  | 100.75%  | \$ 40.10                  | \$ 72,982.00               | 100.50%  | \$ 40.30                  | \$ 73,346.00               |
| 12                 | \$ 40.99                  | 100.75%  | \$ 41.30                  | \$ 75,166.00               | 100.50%  | \$ 41.51                  | \$ 75,548.20               |
| 13                 | \$ 42.18                  | 100.75%  | \$ 42.50                  | \$ 77,350.00               | 100.50%  | \$ 42.71                  | \$ 77,732.20               |
| 14                 | \$ 43.31                  | 100.75%  | \$ 43.63                  | \$ 79,406.60               | 100.50%  | \$ 43.85                  | \$ 79,807.00               |
| 15                 | \$ 44.78                  | 100.75%  | \$ 45.12                  | \$ 82,118.40               | 100.50%  | \$ 45.35                  | \$ 82,537.00               |
| 16                 | \$ 46.17                  | 100.75%  | \$ 46.52                  | \$ 84,666.40               | 100.50%  | \$ 46.75                  | \$ 85,085.00               |

## APPENDIX D



### Ohio Association County Boards of DD SM Plus HSA 2500 w/MM Rx (Trust Option) HCR (Non-Grandfathered) Ashtabula DD 01/01/2014



| Benefits                                                                                                                      | Network                                                   | Non-Network          |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------|
| Benefit Period                                                                                                                | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age Limit                                                                                                           | 26                                                        |                      |
| Older Age Child                                                                                                               | 28                                                        |                      |
|                                                                                                                               | Removal upon End of Month                                 |                      |
| Overall Annual Benefit Period Maximum                                                                                         | \$2,500,000                                               |                      |
| Benefit Period Deductible – Single/Family <sup>1</sup>                                                                        | \$2,500/\$5,000                                           | \$3,000/\$6,000      |
| Coinsurance                                                                                                                   | 100%                                                      | 60%                  |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single/Family                                                   | \$1,000 / \$2,000<br>For Rx Copays only                   | \$4,500/\$9,000      |
| <b>Physician/Office Services</b>                                                                                              |                                                           |                      |
| Office Visit (Illness/Injury)                                                                                                 | 100% after deductible                                     | 60% after deductible |
| Urgent Care Office Visit                                                                                                      | 100% after deductible                                     | 60% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine,<br>and meningococcal polysaccharide vaccine are<br>covered services)           | 100%                                                      | 60% after deductible |
| <b>Preventative Services</b>                                                                                                  |                                                           |                      |
| <b>Preventative Services, in accordance with<br/>state and federal law<sup>2</sup></b>                                        | 100%                                                      | 60% after deductible |
| Routine Physical Exam                                                                                                         | 100%                                                      | 60% after deductible |
| Well Child Care (To age 21)                                                                                                   | 100%                                                      | 60% after deductible |
| Routine Mammogram (One per benefit period)                                                                                    | 100%                                                      | 60% after deductible |
| Routine Pap Test (One per benefit period)                                                                                     | 100%                                                      | 60% after deductible |
| Routine PSA, Cholesterol, Colorectal Cancer<br>Screening Tests and Endoscopic procedures                                      | 100%                                                      | 60% after deductible |
| Routine EKG, Chest X-ray, Complete Blood<br>Count, Comprehensive Metabolic Panel,<br>Urinalysis (One each per benefit period) | 100%                                                      | 60% after deductible |
| <b>Outpatient Services</b>                                                                                                    |                                                           |                      |
| Allergy Testing and Treatments                                                                                                | 100% after deductible                                     | 60% after deductible |
| Diagnostic Services                                                                                                           | 100% after deductible                                     | 60% after deductible |
| Physical Therapy & Occupational Therapy<br>Facility and Professional<br>(40 visits per benefit period)                        | 100% after deductible                                     | 60% after deductible |
| Chiropractic Therapy – Professional Only<br>(12 visits per benefit period)                                                    | 100% after deductible                                     | 60% after deductible |
| Speech Therapy – Facility and Professional<br>(20 visits per benefit period)                                                  | 100% after deductible                                     | 60% after deductible |
| Cardiac Rehabilitation – Facility Only<br>(20 visits per benefit period)                                                      | 100% after deductible                                     | 60% after deductible |
| Emergency use of an Emergency Room                                                                                            | 100% after deductible                                     |                      |
| Non-Emergency use of an Emergency Room                                                                                        | 100% after deductible                                     | 60% after deductible |
| <b>Inpatient Facility</b>                                                                                                     |                                                           |                      |
| Semi-Private Room and Board                                                                                                   | 100% after deductible                                     | 60% after deductible |
| Maternity                                                                                                                     | 100% after deductible                                     | 60% after deductible |
| Skilled Nursing Facility –<br>100 days per benefit period                                                                     | 100% after deductible                                     | 60% after deductible |

| Benefits                                                                                                                                                                      | Network                                                 | Non-Network          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|----------------------|
| <b>Additional Services</b>                                                                                                                                                    |                                                         |                      |
| Ambulance                                                                                                                                                                     | 100% after deductible                                   | 60% after deductible |
| Durable Medical Equipment                                                                                                                                                     | 100% after deductible                                   | 60% after deductible |
| Home Healthcare                                                                                                                                                               | 100% after deductible                                   | 60% after deductible |
| Hospice                                                                                                                                                                       | 100% after deductible                                   | 60% after deductible |
| Prescription Drugs – Oral Contraceptives included                                                                                                                             | After deductible the following copays apply:            |                      |
| Retail – 30 Day Supply                                                                                                                                                        | <u>Retail</u>                                           |                      |
| Home Delivery – 90 Day Supply                                                                                                                                                 | \$25 Generic<br>\$50 Formulary<br>\$75 Non- Formulary   |                      |
|                                                                                                                                                                               | <u>Home Delivery</u>                                    |                      |
|                                                                                                                                                                               | \$50 Generic<br>\$100 Formulary<br>\$150 Non- Formulary |                      |
| Organ and Tissue Transplants <sup>4</sup>                                                                                                                                     | 100% after deductible                                   | 60% after deductible |
| Private Duty Nursing<br>(\$1,000 maximum per benefit period)                                                                                                                  | 100% after deductible                                   | 60% after deductible |
| <b>Mental Health and Substance Abuse</b>                                                                                                                                      |                                                         |                      |
| Inpatient Mental Health/Substance Abuse Services:<br>(30 days per benefit period, Substance Abuse limited to one admission per benefit period, three admissions per lifetime) |                                                         |                      |
|                                                                                                                                                                               | 100% after deductible                                   | 60% after deductible |
| Outpatient: 20 visits per benefit period                                                                                                                                      | 100% after deductible                                   | 60% after deductible |

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup> Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts.

<sup>2</sup> Preventative service include evidence-based service that have a rating of "A" or "B", routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>3</sup> Failure to present an ID card may result in decreased benefits.

<sup>4</sup> The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants). Failure to contact Care Management prior to the proposed course of treatment (including the evaluation) will result in a \$5,000 penalty. There will be a \$10,000 non-network penalty for failure to use a SuperMed facility or a Designated Organ Transplant Network Provider. The Case Manager may waive this penalty if the proper pre-determination procedures are followed.