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# MASTER AGREEMENT



**BETWEEN THE**



PORTAGE COUNTY BOARD OF  
**DEVELOPMENTAL  
DISABILITIES**

*Making the difference in meeting lifelong needs*

**AND THE**

**Portage County Educators  
Association for the  
Developmentally Disabled  
UNIT A**

**SEPTEMBER 1, 2019 - AUGUST 31, 2022**

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## ARTICLE 1. RECOGNITION

### A. RECOGNITION

The Portage County Board of Developmental Disabilities, hereinafter referred to as the "Board," recognizes the Portage County Educators' Association for the Developmentally Disabled, hereinafter referred to as the "Association," an affiliate of the Ohio Education Association and the National Education Association as the sole and exclusive representative of bargaining unit A during the length of this Contract.

1. The Bargaining Unit shall include all Food Service and Clerical employees, DODD certified, licensed and ODE certified employees except Service & Support Administrators, intermittent employees, interim employees, temporary employees, employees working less than twenty (20) hours per week, and all Supervisors and Management Level employees as defined in ORC 4117.01(F) and (K), respectively.\*
2. The Bargaining Unit does not include: Employees in the Business Office, Transportation, Maintenance, Custodial, or Service & Support Administrators (SSA).
3. A change in recognition for successor contracts shall be in accordance with Ohio Revised Code 4117.
4. If the Board creates a new position/title, and said position falls within the Bargaining Unit, such position shall be included in the bargaining unit. If there is a question concerning the appropriateness of including said new position/title, the matter shall be submitted to the State Employment Relations Board (SERB) for final resolution.
5. An "Intermittent Employee" is an employee who works on a casual basis determined by the fluctuating demands of the work.
6. An "Interim Employee" is an employee who works for an indefinite period of time, fixed by the length of absence of another employee due to sickness, disability, or approved leave. Such appointment shall continue only during such period of sickness, disability, or approved leave.
7. "Temporary Appointment" is an appointment for a limited period of time not to exceed six (6) months
8. The term "employee" as used in this Agreement means an employee of the Board who is subject to the terms and conditions of this Agreement.

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\* The Psychologist shall not be a member of the bargaining unit, if the person filling this position becomes a Management or Supervisory Employee according to the terms of Ohio Revised Code 4117.

**B. PROCESS OF ASSOCIATION AND AFFILIATE DUES**

1. Dues rates shall be transmitted by the Association to the Director of Human Resources for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
2. The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
3. Deductions will be made two times each month for eight (8) months, beginning in October each year.
4. Annual Authorization Forms designated by the Association will be completed and submitted to the Director of Human Resources to authorize payroll deduction. For those Payroll Deduction Forms which are not submitted to the Director of Human Resources by the fifteenth (15<sup>th</sup>) of September for the eight (8) monthly pays as in Item 1, above, the Association shall submit, no later than the third (3<sup>rd</sup>) of each month, any of those people who are to be placed on payroll deduction after the first (1<sup>st</sup>) of October, and the professional dues for the Association and affiliates shall be divided equally on the remaining number of payroll deductions that will be provided.
5. Employees may not withdraw from the Payroll Deduction Plan during this current year and must, between July 1 and September 15, notify the Association and the Director of Human Resources of their intent to withdraw for the succeeding year in writing. Otherwise, payroll deductions shall continue for each succeeding year automatically, and the Association shall submit to the Board the amount to be deducted prior to September 1<sup>st</sup> of each year.
6. The Director of Human Resources shall provide monthly to the Association Treasurer, a list of staff members on payroll deduction, the deducted amounts, the computation of unpaid balance for any staff member in cases of resignation and/or death, and a check for those dues deducted.

**ARTICLE 2. NEGOTIATIONS PROCEDURE**

**A. ORGANIZATIONAL STRUCTURE**

1. The negotiating teams shall consist of no more than seven (7) persons each. The Board shall select its team members; and the Association shall select its team members.
2. Any team member or observer, including the spokesperson, may be changed at any time so long as team size does not exceed seven (7) persons.



## **B. NEGOTIATIONS SCHEDULE**

1. Negotiations for a Successor Agreement shall be completed between February 1 and April 1 of the last year of this Agreement unless mutually agreed upon by the parties.
2. Between January 15 and January 31 of that year, the Association President shall contact the Superintendent to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association President and the Superintendent.
3. At the opening session, the Board and the Association shall submit their initial proposals. No new item shall be submitted by either party after the opening of negotiations, except by mutual consent.
4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiation sessions be recessed until a later time.
5. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.
6. There shall be no community publicity releases except those mutually agreed to by the parties.

## **C. AGREEMENTS**

1. Tentative agreements on an entire package reached by the two (2) discussion teams shall be presented, in writing, by each of the teams to all persons whom it represents. All such agreements shall be subject to adoption by the Board and ratification by the Association. Both teams shall recommend the tentative agreement to their respective parties.
2. Within thirty (30) days after the concluding session, said tentative agreement shall be accepted or rejected as a total package by the respective represented groups. The Association shall conduct its ratification vote pursuant to its bylaws and/or procedures and the Board shall consider adoption of the parties' total tentative agreement not later than its second regularly scheduled Board meeting after receipt of written confirmation of ratification by the Union.
3. Once the tentative agreements are accepted by the parties hereto, they shall be placed in a contract and signed by the Board President, Association President, and their respective negotiating teams, and shall comprise the entire contract between them and settle all demands and issues on all matters within the scope of negotiations.
4. The Association shall be responsible for printing the contract in final form and for

distributing the contract to all bargaining unit employees.

The Board and the Association shall equally share the cost of printing the Contract in final form. The Board shall receive at least twenty (20) copies of said Contract. Sixty (60) copies shall be printed.

#### **D. DISAGREEMENT**

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
2. If there are any joint costs incurred during mediation, they shall be shared equally by the Board and the Association.
3. At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the Dispute Settlement Procedure.
4. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in Ohio Revised Code 4117.14, except that the Association does retain the right to strike by following the procedures required in Ohio Revised Code Chapter 4117.

### **ARTICLE 3. RIGHTS**

#### **A. ASSOCIATION RIGHTS**

1. The PCEADD shall be granted the following sole and exclusive organizational rights as the bargaining agent of the staff:
  - a. To enter into collective bargaining discussions with the Board, in accordance with provisions of this procedure.
  - b. The use of all staff bulletin boards provided for staff bargaining unit information, of a reasonable amount.
  - c. To make Association announcements at general staff meetings, etc., building and total staff. Announcements are to be limited to a maximum of five (5) minutes and must be made at the beginning or end of the meeting/workday.
  - d. Use of building mail for distribution of Association materials and announcements.

- e. Provide to the Association President one (1) electronic copy of the Board agenda, and the minutes of each Board regular or special meeting to be e-mailed on the same day as to the Board members.
- f. To be part of the regular monthly Board meeting agenda for the right to speak at such meetings, an Association representative must request to be placed on the agenda at least seven (7) calendar days prior to the meeting, except in extenuating circumstances.
- g. The Board shall have available in the office of each building, a Board Policy Book. The Association President and the OEA Labor Relations Consultant shall be provided with an electronic copy of the Board Policy Book. Updates or changes in Board policies shall be furnished for the Policy Books in circulation.
- h. The Association agrees to purchase a computer for use by the Association President which is compatible with the IT System in place at the Portage DD. The Board agrees to hook up the computer and provide internet and e-mail access.
- i. Within ten (10) days of a new employee's date of hire, the Board shall provide the Association the name, work address, and work phone number of said new employee.

## **B. BOARD RIGHTS**

1. The Portage County Board of Developmental Disabilities, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Ohio and the United States, including, but without limiting, the generality of the foregoing rights:
  - a. To the executive management and administrative control of the program and its properties and facilities of its employees;
  - b. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to assign, promote, and transfer all such employees;
  - c. To decide upon the means of instruction and the duties, responsibilities, and assignments of instructors and all other employees with respect thereto, and respecting each individual employee's right of academic freedom;
  - d. To establish all aspects of the program, including special events for students and clients, after providing for sufficient input from the staff;

- e. To initiate, prepare, certify, and administer its budget, after providing for written input from the staff and the Association.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this complete Contract.

### **C. LABOR/MANAGEMENT RELATIONS COMMITTEE**

1. The Board and the PCEADD hereby agree to establish a Labor/Management Relations Committee to confer on issues of mutual concern.
  - a. The purpose of the Labor/Management Relations Committee shall be to aid in communications between the Board and the PCEADD. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this Labor/Management Relations Committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this Labor/ Management Relations Committee shall not result in modifications or additions to this Agreement.
2. This Labor/Management Relations Committee shall consist of representatives of both the PCEADD and the Board.
  - a. The Superintendent shall designate up to five (5) members of the Administration to serve on the Labor/Management Relations Committee. The PCEADD President shall designate up to five (5) representatives to serve on the Labor/Management Relations Committee. The Superintendent or his/her designee and the PCEADD President or his/her designee shall chair the Committee on alternate meetings.
3. Either the Board or the PCEADD can request a meeting of the Labor/Management Relations Committee.
  - a. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the conference shall be limited to those included in the agenda.
4. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.
5. A subcommittee may be assigned to study and research certain issues and to report back to the Labor/Management Relations Committee. Sub-committee(s) shall be jointly appointed by the parties.

6. A joint statement prepared and agreed to by the PCEADD representatives and the Board representatives will be made at the conclusion of each Labor/Management Relations Committee meeting. Committee reports will be sent to all concerned parties.

**D. DISPENSING MEDICATION**

1. NURSING DELEGATION/HEALTH RELATED ACTIVITIES
  - a. With regard to the assignment to a bargaining unit member of any nursing delegation, health-related activities or administration of oral or topical prescribed medication, the Board will comply with the requirements of ORC 4723.071 as well as OAC 4723-13 and OAC 5123:2-6 and any other applicable law and rule.

**E. PHYSICAL EXAMINATION/TB TESTS/VACCINATIONS**

1. New employees shall submit records of physical examination, current within one (1) year prior to date of employment, for persons providing direct services to those enrolled in the Board's programs.
2. All employees must show evidence of a tuberculin test, current within thirty (30) days prior to date of employment.
3. A physical, mental examination, tuberculin test or other immunizations required by the Board after date of employment shall be at the Board's expense.
4. The Board shall pay one hundred percent (100%) of the cost of Hepatitis B vaccinations for each employee who desires such.
5. At management discretion, employees unable to perform all duties of their position may be accommodated if the Supervisor determines that such accommodation will not have a negative effect on other personnel, programs, or clients.

**F. SAFE WORK ENVIRONMENT**

1. Staff are encouraged not to leave personal money or valuables in the facility overnight.
2. Health and safety issues may be discussed at Labor/Management Relations Committee meetings.

## ARTICLE 4. GRIEVANCE PROCEDURE

### **A. DEFINITIONS**

1. A "grievance" is a claim alleging a misinterpretation, misapplication or misunderstanding of one or more specific provisions of this Master Agreement.
2. The "aggrieved" may be an employee, a group of employees, or the Association, but the party bringing the grievance must have a specific interest in the grievance so as to have standing to bring the grievance.
3. The aggrieved shall have the right in his/her sole discretion to be accompanied by, receive the assistance of, or be represented by any representative of the PCEADD or its affiliates and/or the aggrieved's legal counsel, at any stage of the Formal Procedure.
4. "Days" shall mean calendar days, exclusive of Saturdays, Sundays, holidays, calamity days, and other scheduled breaks in the program year.

### **B. RIGHTS AND RESTRICTIONS**

1. Every employee shall have the right to present his/her grievance, to be free from coercion, interference, discrimination, restraint or reprisal.

### **C. INFORMAL PROCEDURE**

1. An employee with a grievance or complaint may discuss the grievance or complaint with his/her Immediate Supervisor with the objective of resolving the matter informally at that level. Resolution of the matter shall occur within five (5) days.
2. A grievance shall be initiated through the Informal Procedure within twenty (20) days of its occurrence or be waived. Without limiting statutory rights, where the grievance involves a salary or fringe benefit error by the Administration, the aggrieved may receive up to a two (2) year retroactive correction in arbitration.

### **D. FORMAL PROCEDURE**

1. LEVEL ONE
  - a. If the aggrieved is/are not satisfied with the results of the discussion above, or the aggrieved chose not to use the Informal Procedure, the aggrieved shall present the formal grievance on the attached form (Appendix A) to the Supervisor, with a copy forwarded to the Association President and the Superintendent. The grievance must be initiated within twenty (20) days of its occurrence or be waived.

- b. The Immediate Supervisor shall conduct a conference within five (5) days at a mutually agreeable time and place.
- c. A written decision shall be rendered by letter, by the Immediate Supervisor, within five (5) days after the conference, to the grievant and the Association President.

2. LEVEL TWO

- a. Within five (5) days after receiving the Level One decision and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the grievance must be submitted to the Superintendent.
- b. The aggrieved, his/her representative if requested by the aggrieved, and the Superintendent, shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered to the aggrieved and the Association President by the Superintendent within five (5) days after the conference.

3. MEDIATION OPTION

- a. If after receiving the disposition from Level Two the grievant is not satisfied, the Association may request in writing that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. The Board and the Association must both agree to submit the grievance to mediation. 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 on 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 grievant remains unsatisfied, the Association may advance to Level Three. The costs of mediation shall be borne equally by the Board and the PCEADD. Failure to agree on mediation shall not be subject to the grievance/arbitration procedure.

4. LEVEL THREE

- a. Within twenty (20) days of receiving the decision of the Superintendent and assuming no satisfaction, or if no decision is rendered within the time limits, an employee may appeal the decision to arbitration if a written notice to continue is initiated by the employee, in writing, to the Superintendent.
- b. If the employee and/or his/her designee and the Superintendent and/or his/her designee cannot agree on an arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance to its rules. The arbitrator will be selected from a list of names,

at least three (3) of whom must be Ohio residents, from which the parties shall, upon the flip of a coin, alternately strike a name until one remains and that person shall serve as hearing officer.

- c. The arbitrator's decision is to be rendered in writing, with copies to the Superintendent, the PCEADD representative, and the employee. The cost shall be equally borne by the Board and the PCEADD.
- d. The decision of the arbitrator shall be binding on all parties. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall not fashion any remedy which directly changes the intent and purpose of the Contract provision(s) being grieved.

If either party feels the arbitrator has exceeded his/her authority, that party may appeal the decision to the appropriate court.

## **E. RECORDS**

- 1. Forms for filing and processing grievances shall be designated by the Superintendent or his/her designee and the Association and shall be given appropriate distribution so as to facilitate the operation of the Grievance Procedure.
- 2. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties as the grievance proceeds. In addition, one (1) copy of each shall be retained in a grievance file which shall be separate from the personnel file.

## **F. STIPULATIONS**

- 1. The temporary absence of the aggrieved, his/her Supervisor, or the Superintendent shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional days. Where the absence is unavoidable, there shall be power of substitution in the absent person to replace himself/herself.
- 2. Failure of aggrieved to comply with the time limitations set forth in this Article shall void the grievance.



3. No employee shall file a grievance after the effective date of his/her resignation, retirement, or voluntary separation regarding an issue that occurred prior to said effective date except in matters of administrative errors in wages and/or fringe benefits.
4. The Association reserves the right to withdraw its support of a grievance. The aggrieved may always seek, individually, further resolution through normal administrative channels. He/she may not be represented by any other organization or group at any time in this Grievance Procedure. However, this Grievance Procedure shall not prevent any individual from processing a grievance with the assistance of his/her own legal counsel without the help of the Association.
5. If the employee elects to appeal the dispute to the State Personnel Board of Review (SPBR), in accordance with Ohio Civil Service Laws and Rules Section 124.03, the SPBR decision shall be final and binding and the employee shall forfeit any recourse through the Grievance Procedure. An employee has ten (10) calendar days to appeal to the SPBR after the occurrence of the dispute.
6. If the employee elects the use of this Grievance Procedure, that employee waives his/her right to appeal the dispute to the SPBR. In other words, the employee shall have the option of pursuing a dispute through either the Grievance Procedure or Civil Service, but not both. If the SPBR refuses to hear the appeal, the Grievance Procedure may then be used.

## **ARTICLE 5. CALENDAR/CONTRACT YEAR**

### **A. CALENDAR**

1. Prior to the adoption of Annual Program Calendars for facility-based employees by the Superintendent, the Superintendent or his/her designee shall meet to discuss the calendar with a Calendar Committee comprised of the Director of Education and Child Development, two (2) staff members appointed by the Association from the school, and two (2) staff members from the administration building, at least one (1) of whom shall be appointed by the Association.
2. The Annual Program Calendars shall be distributed by June 1 with tentative calendars distributed by May 15 for the following program year which begins September 1.

### **B. CONTRACT YEAR**

1. CONTRACT YEAR (NINE-MONTH EMPLOYEES)
  - a. The School Calendar shall not exceed one hundred eighty-four (184) days, one hundred eighty-two (182) student days per year and shall include two (2) preparation days to be apportioned as follows:

- i. One (1) day for an In-Service Orientation and Training Program prior to the arrival of students.
- ii. One (1) day after the end of the school year program for students.
- b. Winter Break shall commence at least one (1) day before the Christmas Day holiday and extend at least through the New Year's Day holiday but shall not be less than ten (10) work days in length exclusively for 184-day employees. Spring Break shall be for a period of at least five (5) days.
- c. Nothing herein is intended to restrict the Board from granting additional paid time off as it deems proper.

2. CONTRACT YEAR FOR (TWELVE-MONTH EMPLOYEES)

- a. The Program Calendar shall not exceed two hundred forty (240) days per year.
- b. Winter Break shall commence at least one (1) day before the Christmas Day holiday and extend at least through the New Year's Day holiday. Summer Break shall be for a period of at least five (5) days which shall include the 4<sup>th</sup> of July holiday.

**C. STANDARD WORKDAY AND WORKWEEK**

1. STANDARD WORKDAY AND WORKWEEK FOR FACILITY-BASED EMPLOYEES AS ASSIGNED

- a. The standard workweek will be thirty-five (35) hours [thirty-two and one-half (32 1/2) hours for Instructor Assistants] at the rate of seven (7) hours per day [six and one-half (6 1/2) hours per day for Instructor Assistants] as scheduled by the Board, which includes breaks (included elsewhere herein) and a thirty (30) minute lunch away from students except in emergency situations. Breaks and lunch periods may not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. However, if an employee is unable to take his/her lunch break due to situations beyond his/her control, he/she may leave after students are dismissed at the end of the day, upon prior approval of the Immediate Supervisor and completion of daily record-keeping requirements. There shall be one (1) break per day [fifteen (15) minutes], in the morning.
- b. Staff members are discouraged from leaving the building during his/her lunch period. Should the staff member leave the building during his/her lunch period, it is recognized that he/she is on his/her own time and not on Board business.

2. STANDARD WORKDAY AND WORKWEEK FOR CLERICAL AND FOOD SERVICE STAFF

- a. The standard workweek for Clerical and Food Service staff shall be eight (8) hours per day and forty (40) hours per week, except for the Assistant Cook whose workday shall be six and one-half (6 1/2) hours and thirty-two and one-half (32 1/2) hours per week. A thirty (30) minute lunch and two (2) fifteen (15) minute breaks shall be considered part of the workday for eight (8) hour employees, as scheduled by the Supervisor. Six and one-half hour employees shall have a thirty (30) minute lunch and one (1) fifteen (15) minute break, as scheduled by the supervisor.
- b. Breaks and lunch periods shall not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. However, if an employee is unable to take his/her lunch break due to situations beyond his/her control, he/she may leave after students are dismissed at the end of the day upon prior approval of the Immediate Supervisor and completion of daily record-keeping requirements. Staff members are discouraged from leaving the building during his/her lunch period. Should the staff member leave the building during his/her lunch period, it is recognized that he/she is on his/her own time and not on Board business. By agreement of the Superintendent and the employee, the workday for an eight (8) hour employee may be up to one (1) hour shorter.

**ARTICLE 6. EVALUATION**

**EVALUATION PROCEDURE**

- A. Each member of the bargaining unit shall be rated or evaluated with respect to performance efficiency twice during the employee's probation period and once during each of the following two (2) calendar years. The supervisor may request an observation or visitation at a mutually agreeable time and length.
- B. The first performance evaluation shall be completed within thirty (30) days of the date of hire. The second evaluation shall be completed within thirty (30) days of completion of the probationary period. Performance evaluations will be completed on or about the anniversary of the date of hire in years two (2) and three (3).
- C. All bargaining unit employees who have completed three (3) years of employment in the same position shall be evaluated once every three (3) years. The evaluation shall summarize the employee's performance since the preceding evaluation date Employees shall be evaluated by May 15 of each evaluation year.
- D. All employees who have been transferred or promoted to a new bargaining unit position (see below) shall be evaluated annually for the first three (3) years in that position. Afterward they will be on the three (3) years cycle.

- E. Either the bargaining unit employee or supervisor may request additional written evaluations by notifying the other party in writing. These evaluations shall be completed within one hundred and twenty (120) calendar days from when the request is received.
- F. An immediate Supervisor shall evaluate each employee. If an employee has been reassigned to a new Supervisor within one (1) month of the evaluation date, the new Supervisor shall consult with the previous Supervisor in completing the evaluation if possible.
- G. Upon completion of the Performance Evaluation Form by the rater, the rater shall discuss the evaluation with the employee. The employee shall sign the evaluation to indicate that he/she has received a copy of the completed form. The employee's signature merely indicates an acknowledgement that the employee has received a copy of the evaluation; it does not necessarily indicate agreement with its contents.
- H. See Employee Performance Evaluation Form: Appendix B, C, D, or E.

## **ARTICLE 7. PROMOTIONS AND VACANCIES**

### **A. PROMOTIONS AND VACANCIES**

1. A "vacancy" shall be defined as the resignation, retirement, death, promotion, transfer, termination, or discharge of an employee, or the creation of a new bargaining unit position. Bargaining unit vacancies and promotions shall be posted internally for five (5) days on a conspicuous bulletin board in each building and a copy delivered to the PCEADD President. Such postings shall include the job description and qualifications for the vacant position. The abolishment of a position shall not be considered a vacancy. Each non-probationary employee who applies and is eligible shall be granted an interview.
2. Employees who desire temporary assignment to another program area shall notify the immediate supervisor or designee in writing. The immediate supervisor shall consider such information when opportunities arise.
3. Employees involuntarily transferred to a different assignment during the scheduled program year shall be informed in writing, at least three (3) days in advance, of the reasons for said assignment transfer. Excluded from this requirement are reassignments made on a temporary (day-to-day) basis necessitated by a lack of adequate staff.
4. Within each classification, the assignment shall be determined by the Superintendent.
5. An employee who has a job classification change, but remains in the same position, the position shall not be considered a vacancy.

## **B. LAYOFF**

1. The Board shall determine the necessity of layoffs in accordance with the following:
  - a. Employees may be laid off as a result of a lack of funds. If that determination is made, the Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of layoff.
  - b. Employees may be laid off as a result of lack of work. If that determination is made, the Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of layoff.
  - c. Employees may be laid off as a result of abolishment of positions. Abolishment means the deletion of a position or positions from the Table of Organization due to a lack of continued need for the position. The Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of abolishment.
  - d. Prior to notifying the Board of a need for a layoff, the Superintendent shall meet with the Association President before making any decision regarding layoff to explore alternative ways to deal with the situation. The meeting shall take place at least two (2) weeks prior to the Board's next regular meeting. The Association President shall meet with the PCEADD Executive Committee as soon as possible thereafter.
2. In the event of layoff, the Superintendent shall provide thirty (30) calendar days' notice to the Association President and the staff member to be laid off. Notice shall be hand delivered or sent by certified mail, return receipt requested.
3. For purposes of layoff, the bargaining unit shall be divided into separate classifications as listed in Appendix L.
4. Seniority shall be defined into two categories:
  - a. Employment seniority shall be from the first day worked in a bargaining unit position, and
  - b. Position seniority shall be from the first day worked in the employee's current position.
  - c. Any tie in seniority shall be broken as follows:
    - i. Length of any employment with the Board in a non-bargaining unit

position.

- ii. The date the initial employment application was received by the Board.
  - iii. A toss of a coin. In the event such a coin toss is necessary, the Association President and each affected bargaining unit member shall be present. Each affected bargaining unit member shall also have the right to one (1) additional observer of his/her choice.
5. Layoff shall be in accordance with position seniority. The member with the least seniority in a position shall be the first laid off.
  - a. Bumping may occur laterally and downward within classifications as listed in Appendix L.
  - b. Bumping may also occur by a member who held a position in another classification. The member may only bump into his/her former position.
  - c. Staff members bumping into any position must:
    - i. Hold the proper certification, registration, or license.
    - ii. Must be eligible and apply for temporary certification or registration and complete the coursework within two (2) years of the first day worked in the new position.
6. The Board shall not hire anyone for a bargaining unit position as long as there is a staff member on the recall list eligible to fill the bargaining unit position.
7. A seniority list, by group classification of staff members, shall be given to the Association President and shall be posted by the Board in the break room of each Board facility no later than October 15 of each year. This seniority list shall include a listing of bargaining unit members both by position seniority as well as by employment seniority. Bargaining unit members and/or the Association shall have ten (10) working days to notify the Human Resources Director of any errors in the list. The corrected seniority list shall be provided to the Association President and posted in the break room of each Board facility within ten (10) working days of the close of each October correction period.
8. Those staff members laid-off shall constitute the recall list for purposes of returning to the bargaining unit in a position for which they are or become certified when positions are available, and shall remain on the recall list for a maximum of two years from date of layoff. Staff members shall be recalled according to seniority. It shall be the employee's affirmative duty to keep the administration up to date regarding his/her address and phone numbers. Staff members shall be notified by certified mail (return receipt requested) of recall to a position and will have fifteen

calendar days from the date of mailing of the notice to accept or reject the recall notice. A copy shall be sent to the Association president at the same time that the notice is sent to the laid off employee. If recall is rejected, the staff member is no longer on the recall list.

9. Any employee on layoff shall have benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall be charged no more than authorized by COBRA.
10. When a staff member is laid off and bumps into another position, the staff member shall be given first option for any open position in their former position. For example, if a School Age Instructor bumps into an Early Childhood Instructor position, and a School Age Instructor position subsequently opens, s/he shall have the right to this position over others applying for it.
11. Layoff shall be made in the following order and according to position seniority:
  - a. Staff members with temporary appointments;
  - b. Probationary staff members in affected classification(s);
  - c. Part time staff members in affected classification(s).
  - d. Full time staff members in affected classification(s).

### **C. JOB DESCRIPTIONS**

1. Job descriptions for all positions will be completed and compiled by the Superintendent and/or Designee. Job descriptions will be given to each employee prior to employment, or when changed; and will be available for inspection to the PCEADD. These job descriptions shall include minimum qualifications, Essential Functions, duties, responsibilities, and the job title. The job duties of an employee may only be increased once in any twelve (12) month period, unless the employee in that position agrees to more than one (1) increase. Within fifteen (15) days of any increase in duties said increase shall be incorporated into the job description and a copy given to the employee.
2. Employees shall notify the Superintendent or designee, in writing, annually, if their job description does not describe the employee's current duties. Within ten (10) workdays of such written notification, the Immediate Supervisor and/or the Superintendent shall meet with the employee to discuss the matter.

## **ARTICLE 8. PROBATION/REMOVAL/SUSPENSION/REDUCTION**

### **A. PROBATION**

1. PURPOSE: Each employee shall serve a probationary period following any original appointment and following each promotion. The purpose of

the probationary period is to determine the employee's suitability for the position to which he/she has been appointed.

2. DURATION: Probationary period for all Food Service/Clerical employees shall be no longer than one hundred twenty (120) days nor less than ninety (90) days. The probationary period for all other bargaining unit employees shall be fixed at a period of three hundred (300) calendar days from the effective date of appointment or promotion. Probation periods apply to total time in a position covered by this Agreement and are not related to any specific duty. Once a person has completed his/her probation period, there shall be no other probation periods except in job promotion. Probationary periods for promotion shall only effect job placement, not employment.

**B. UNSATISFACTORY PERFORMANCE FOR PROBATIONARY EMPLOYEES--REMOVAL**

1. If, following an employee's appointment, his/her services are found unsatisfactory, at the sole discretion of the Administration, he/she may be removed at any time during his/her probationary period.
2. A probationary removal may not be appealed to the State Personnel Board of Review, nor be subject to the grievance and arbitration provisions of this Agreement, except for violations of the procedural requirements of this Agreement; or except if the removal is shown to have been based on activities of the employee in or on behalf of the Association; or on having filed a grievance under this Agreement.

**C. CORRECTIVE ACTION FOR ALL EMPLOYEES**

1. No employee shall be disciplined without just cause.
2. The Board agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate, one (1) or more written reprimands prior to any suspension for subsequent offenses. More severe corrective action may be taken against the affected member immediately upon knowledge of the offense by management. Immediate corrective action will be taken in cases of serious and/or overt actions.

All disciplinary investigations and/or any imposition of discipline shall be completed in a speedy manner.

3. Any objections to or allegations regarding such corrective action or documents by the affected employee, may be pursued through the Grievance Procedure and Arbitration Procedure as provided herein.



4. During January and July of each year, written reprimands and/or suspensions of five (5) days or less will cease to have force and effect providing that two (2) years have elapsed after the effective date of the reprimand or suspension, and providing there are no intervening reprimands or suspensions during the two (2) year period.
5. The employee and/or the employer shall have the option to tape record any of the disciplinary proceedings.

## **D. REMOVAL, SUSPENSION AND REDUCTION**

### 1. DEFINITIONS

- a. "REMOVAL" constitutes a permanent separation from the program. An employee who has been removed will usually not be considered eligible for further employment. Nothing in this Section applies to a probationary removal made during employee's probationary period.
- b. "SUSPENSION" is an involuntary separation from active pay status. A suspension is made for a definite and stated period of time, at the end of which the employee returns to normal employment status.
- c. "REDUCTION" is a change to a classification with a lower base pay range.

### 2. GROUND FOR REMOVAL, SUSPENSION, AND REDUCTION

- a. The grounds for removal, suspension, or reduction are: incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or non-feasance in the office. One (1) or more of these grounds must be cited in every action of removal, suspension, or reduction.
- b. ABSENCE WITHOUT LEAVE: Any employee who absents himself/herself from duty habitually, or for three (3) or more successive duty days without notice to the Superintendent of the reason for such absence, may be subject to removal for neglect of duty. Through proper use of leave provisions, this matter will be avoided.
- c. In any case of reduction, suspension of more than three (3) working days, or removal, the Board shall furnish such employee with a copy of the order of reduction, suspension, or removal, which order shall state the reasons therefore.

### 3. EMPLOYEE APPEAL

The employee may appeal an order of removal, suspension of more than three (3) working days, or reduction in writing to the State Personnel Board of Review (SPBR)

within ten (10) days of the filing date of the order. When such an appeal is filed, the SPBR will notify the appointing authority; and it will hear, or appoint a Trial Board to hear, the appeal. The SPBR may affirm or disaffirm or modify the judgment of the appointing authority. The decision of the SPBR may be appealed, by either the appointing authority or the employee, to the Portage County Court of Common Pleas, in the case of removal or reduction. If the SPBR refuses to hear the appeal, the Grievance Procedure may be used.

#### **E. EXCEPTIONS**

1. Suspensions of not more than three (3) working days are not governed by the above procedure. Such suspensions when made by the appointing authority are subject to appeal by the employee through the Grievance Procedure.
2. Written agreement by the employee to a reduction constitutes a waiver of the above procedure.

### **ARTICLE 9. PERSONNEL FILES AND COMPLAINTS**

#### **A. PERSONNEL FILES**

1. The Board shall maintain the official personnel file for each staff member in the Board office in accordance with applicable Ohio law. The Board respects the privacy of employee information and considers the information in a personnel file to be confidential. It is released only to the authorized management personnel on a 'need to know' basis. However, by State Law, public employees' personnel files are public records. Therefore, they may be released to members of the public who make requests and pay the costs established by Board policy.
2. Since the Board is not required by State Law to provide public access to a staff member's home address, home telephone number, social security number, and medical information, the Board and Association agree that this information shall remain private and confidential. The parties agree that these documents and this information shall be provided to any legitimate State authority upon request including any police, prosecutor, and/or court of law request or subpoena.
3. Material concerning a staff member's professional conduct and/or job performance shall be dated and placed in the staff member's file after s/he has read such material. S/He shall acknowledge that s/he read such materials by affixing his/her signature and date on the copy to be filed. His/Her signature signifies that s/he has read the material and does not necessarily indicate agreement with its content.
4. A staff member shall be permitted to examine his/her file within two days of notification to the Superintendent's office and may be accompanied by a person of his/her choice during normal business hours in the presence of the Director of

Human Resources or his/her designee. The staff member may request copies of any material placed in his/her file after his/her employment by the Board.

5. By mutual agreement of the staff member and the Director of Human Resources, material that has been found inappropriate, inaccurate, and/or untimely shall be removed from the staff member's file as permitted by State Law. Further, materials of a disciplinary nature shall be removed from the employee's personnel file upon request to the Director of Human Resources after three (3) years, provided there has been no disciplinary action taken during the three- (3) year period. Such material shall be placed in a "stale materials" file.
6. A staff member shall be permitted to place material in his/her file in answer to material already placed in the file. Answers shall be signed by the staff member and attached to the related material.
7. Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file are known.
8. The Board shall notify a staff member when a member of the public has accessed his/her personnel file. Such notification shall include the name of the person, if known, accessing the file and his/her organization, if applicable. The person who is reviewing the file shall be informed that the staff member will be notified. Such notice shall be provided to the staff member within three (3) workdays of the file having been reviewed.

## **B. NON-EMPLOYEE COMPLAINTS**

Prior to administrative action based primarily on a formal complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint. Anonymous complaints shall be discarded.

## **ARTICLE 10. LEAVES**

### **A. PROFESSIONAL LEAVE**

1. Full-time employees, upon approval by the Superintendent or his/her designee, may be authorized to take professional leave with pay during each program year.
2. Professional leave shall be reasonably related to elements in the individual's job description and/or for activities which contribute to the individual's professional development and which are consistent with the Board's goals and objectives, including but not limited to:
  - a. Visitation of classes or programs inside or outside the program;
  - b. College Workshops;

- c. Educational Seminars, Workshops, and/or In-Services;
  - d. Professional Meetings
3. Authorization for professional leave must be obtained from the Superintendent or his/her designee at least seven (7) days prior to the absence. An employee must file a written request specifying the nature of the professional leave activity, what the employee hopes to gain from the activity, and the method the employee will employ to share information he/she acquires with other interested members of the staff.
  4. The Superintendent or his/her designee shall show reasonable cause for denying any request for the above provisions.
  5. Staff members shall be reimbursed for their pre-approved expenses.
    - a. Requests for professional expenses reimbursement must be submitted no later than 60 days from the date of the activity or no reimbursement will be paid unless there is a compelling reason.
  6. No professional days will be granted for employees on days when in-service meetings, Student Staffing(s) or IEP/ISP/IFSP Reviews have already been scheduled, except in approved emergencies.
  7. Meetings that a supervisor pre-approves or directs a bargaining unit member to attend shall be part of the member's regular work day.
  8. See All-Purpose Leave Form: Appendix H.

## **B. ASSAULT LEAVE**

1. Any employee who is injured as a result of an assault by a person served while performing assigned duties will be granted paid leave of absence for up to thirty (30) days commencing with the first day's absence. The leave must begin by the third workday following the assault.
2. The staff member shall notify, as soon as practical, the appropriate supervisor of an assault. The staff member must need treatment by a physician to qualify for assault leave. This treatment must be rendered within 72 hours of the incident or assault leave will not be provided.
3. These days shall not be charged for sick leave or personal leave. The employee is not eligible to receive wage compensation from a worker's compensation claim concurrent with a wage payment from assault leave on the same incident.

4. Staff members must request assault leave by using the All-Purpose Leave Form, Appendix H, and must include a statement from the physician stating that the staff member is unable to work.

### **C. COURT LEAVE**

1. If an employee is required to appear in court under the order of the court, the employee shall be paid his/her full salary. This procedure applies for jury duty and/or court appearances required by subpoena. When an employee appears in court for a case in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., these absences are to be accounted for by using either vacation, personal leave, compensatory time or leave without pay.
2. The parties agree that in cases involving the Association, care will be taken in scheduling a large number of members for a court appearance or arbitration, in order to avoid disruption of services to clients.
3. In cases where an employee receives a witness fee or a juror fee, all funds paid to the employee for such service shall be remitted, in full, to the Director of Business Management.
4. A photocopy of the subpoena must be submitted to the immediate supervisor.
5. If an employee who is injured attends a worker's compensation hearing for an injury s/he sustained while at work under the employ of the Board, the employee shall be paid his/her full salary for up to 2 days. Additional leave must be taken as unpaid unless the employee chooses to use other paid leave. The employee must provide to the immediate supervisor, the date and time of the hearing, including a second day if needed.

### **D. SICK LEAVE**

1. All employees earn Sick Leave at the rate of .0575 for each hour worked. Credit is given for all time in active pay status, including vacation, Sick Leave, and overtime. Sick Leave is not earned for time on unpaid leave of absence or layoff.
2. An employee is to be charged for Sick Leave, only for hours upon which he/she would otherwise have been scheduled to work; except that when facilities are closed, no charge to Sick Leave will be made. Sick Leave payment will not exceed the normal scheduled workday earnings for each employee. Sick Leave shall be used in minimum units of one-half (1/2) hour.
3. Unused Sick Leave is cumulative without limit.
4. Sick Leave shall be granted to employees, upon approval of the immediate supervisor for the following reasons:

- a. Absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and to illness, injury or death in the employee's immediate family. Under reasonable circumstances, Sick Leave may be granted for death outside of the employee's defined immediate family upon approval of the Superintendent or his/her designee. Upon approval of the Superintendent, up to three (3) days of Sick Leave per program year may be advanced for purposes of death in the immediate family. Such advancement shall be made only if an employee has exhausted all other leave accumulation.
  - b. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family.
5. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or the person who stands in place of a parent (loco parentis), or any other permanent resident of the household.
6. For each use of Sick Leave, employees are to complete and submit the All-Purpose Leave Form (Appendix H) to their immediate supervisor or designee before reporting to their assigned work area. If medical attention is required or used while on Sick Leave, the employee is required to submit the name and address of the attending physician, as requested.
7. Falsification of the written, signed statement or physician's certificate may be grounds for disciplinary action. Employees who fail to comply with Sick Leave rules and regulations shall not be paid for the hours of absence.
8. An employee who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one County department to another, shall be credited with the unused balance of his/her cumulative Sick Leave, provided the time between separation and reappointment does not exceed ten (10) years.
  - a. The words "public agency" as used above include the State, Counties, Municipalities, and all boards of education within the State of Ohio.
  - b. The amount of Sick Leave transferred to County service shall not be greater than the maximum accumulation allowed for County employees.
9. When an employee is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication, his/her Immediate Supervisor (or other designee) as soon as possible prior to or on the first day of absence. (If such notification is not made by 6:45 a.m., except in extenuating circumstances, the absence may be charged, upon the recommendation of the Superintendent or his/her designee, to leave without pay.) If an employee reports off sick for a working day and decides to return the next working day, no further calling is necessary.

10. An injured employee may elect to use accrued leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for leave while receiving payment for Workers' Compensation for the same period and sick leave payments received in error shall be remitted to the Board.
11. Abuse of Sick Leave: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit.

## **E. PERSONAL LEAVE**

1. Each nine-month employee shall be granted three (3) days per contract year, with pay, as Personal Leave. Twelve-month employees will be granted four (4) days per contract year. These days shall be unrestricted, which means requiring no reason. Personal Leave shall be prorated to the nearest day during an employee's first year of service, or at termination of employment when an employee works less than the scheduled days of the program year.
2. Unless an emergency demanding immediate absence, an employee intending to use a Personal Leave day shall notify their immediate Supervisor as far in advance as possible, but in no event less than three (3) school/work days in advance of his/her intention to do so.
3. Personal Leave for more than the days above shall be at the discretion of the Superintendent.
4. Personal Leave shall be non-cumulative; shall not be used to extend breaks or holidays as delineated in the program calendars unless approved by the Superintendent or his/her designee.
5. No more than two (2) of the classroom-based instructional staff may be on scheduled Personal Leave any given day, except in an explained emergency as approved by the immediate supervisor.
6. Any dispute over which employee is entitled to the Personal Leave day will be resolved by the immediate Supervisor on a first-come/first-served basis.
7. School employees may not use Personal Leave the first five (5) days or the last five (5) days of a school year, except in emergencies as approved by their immediate supervisor.
8. No Personal Leave days will be granted employees on days when in-service meetings, student staffing(s), or IEP/ISP/IFSP reviews have already been scheduled, or on scheduled staff meeting days, except in approved emergencies. Personal Leave shall not be used for gainful employment. Gainful employment means receiving compensation for services rendered to another employer or earned

income through any other means. However, in extenuating circumstances relating to educational situations, exceptions may be made with the approval of the Superintendent.

9. Minimum use of Personal Leave will be in whole day blocks.
10. See All-Purpose Leave Form: Appendix H.

## **F. VACATION**

1. Every full-time twelve-month employee regularly scheduled to work 32.5 hours per week or more is entitled to receive vacation with pay as follows:
  - a. 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.
  - b. An employee is entitled to fifteen (15) working days of paid vacation per year, upon the completion of eight (8) or more years of full-time service with the Board.
  - c. An employee is entitled to twenty (20) working days of paid vacation per year upon the completion of fifteen (15) or more years of full-time service with the Board.
  - d. An employee is entitled to twenty-five (25) working days of paid vacation per year upon the completion of twenty-five (25) or more years of full-time service with the Board.
2. Vacation will be scheduled through the immediate supervisor. Vacations scheduled and approved shall not be subject to bumping by seniority.
3. Employees must give fifteen (15) calendar days written notice for vacations of three (3) days or longer, and as far in advance as possible, but in no event less than three (3) workdays in advance for vacations of two (2) days or less, except in emergencies.
4. Accrual of vacation benefits shall be permitted up to three (3) years.
5. A twelve-month employee is entitled to compensation at his/her current hourly rate of pay for the prorated portion of any earned but unused vacation leave at time of separation, provided employee has completed his/her first full year of employment with the Board.
6. Eligible employees shall accrue vacation during their first year of employment but will not be entitled to use vacation until completion of their first year of employment. After the first year of employment, vacation will accrue biweekly.



7. Vacation shall continue to accrue and be permitted to be used by any person changing jobs. Any twelve-month person who goes to a nine-month status shall be paid for all vacation accrued and shall have the complete summer vacation as a nine-month employee.
8. A full-time employee (32.5 hours) who switches from twelve-month status to nine-month status, or from nine-month status to twelve-month status, shall have vacation calculated based upon total months of service. A full-time employee (32.5 hours) is eligible to utilize vacation time immediately upon transfer to twelve-month status if his/her total months of service with the Board are equal to at least one (1) year.
9. Anyone employed on or after July 5, 1987 (including new appointments, transfers and reinstatements) shall receive full credit for vacation time earned as a result of employment by a county or a county agency.
10. See All-Purpose Leave Form: Appendix H.

#### **G. UNPAID PATERNITY/MATERNITY/ADOPTION LEAVE**

1. Any staff member may use Sick Leave for absence due to disability caused or contributed to by pregnancy, pregnancy interruption, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave or after the period of disability as verified in writing by the employee's physician. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during the pregnancy, or in the case of adoption upon receipt of custody. Such leave may be for up to six (6) working months upon request of the employee.
2. APPLICATION FOR LEAVE
  - a. Application for Unpaid Paternity/Maternity/Adoption Leave shall be filed on the Leave of Absence Form and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave is to commence and the term of the leave. In the case of pregnancy interruption, the staff member shall be entitled to reinstatement within ten (10) working days.
3. RIGHTS WHILE ON LEAVE
  - a. Any staff member on Maternity Leave or Child Care Leave shall be entitled to request, and receive the right, to continue to be covered by any or all insurance, if available, provided the employee pays to the Employee Benefit Plan Administrator, in advance each month, the full amount of the monthly

group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.

4. REINSTATEMENT RIGHTS

- a. The employee shall be entitled to reinstatement at the expiration of leave to the same or similar assignment by forwarding a letter to the Superintendent of intent to return at least thirty (30) calendar days prior to returning.

5. CHILD CARE LEAVE

- a. Child Care Leave provisions of Maternity Leave apply to adopting parents (father and/or mother).

6. See All-Purpose Leave Form: Appendix H.

**H. LEAVE WITHOUT PAY**

1. The Board may grant a Leave of Absence Without Pay to an employee for a maximum of six (6) months within any rolling thirty-six (36) month period for any personal reason(s) of the employee.

2. Leave of Absence may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the service by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment without prior approval, such leave shall not be used by an employee for vacation or gainful employment.

3. REINSTATEMENT RIGHTS:

- a. The employee shall be entitled to reinstatement, at the expiration of leave of absence, to the same or similar assignment by forwarding a letter to the Superintendent of intent to return at least thirty (30) calendar days prior to returning.

**I. ASSOCIATION LEAVE**

1. The Board shall grant the President of the PCEADD and/or any designee a combined total of six (6) paid days of his/her choice per program year to attend conferences of the Association. Released time shall not be deducted from any other leave. Notification for use of leave shall be made at least three (3) workdays in advance, except in extenuating circumstances.

**J. FAMILY MEDICAL LEAVE ACT (FMLA)**

1. Family and medical shall be provided in accordance with applicable state and federal law.

2. Family/medical leave shall be used concurrently with any applicable paid leave time (i.e., sick leave, vacation, personal leave).
3. Employees who receive comp time and/or sick leave benefits must exhaust all applicable paid leave benefits in conjunction with Family/Medical Leave. If the available paid time off is less than twelve (12) weeks, then the employee is entitled to take the remainder as unpaid Family/Medical Leave to attain the total of twelve (12) weeks.
4. The Board shall continue to pay the Board's portion of the existing medical and life insurance premiums. The employee's seniority shall not accumulate during a period of unpaid Family/Medical Leave.

**K. SICK LEAVE DONATION**

1. The union shall administer the terms and conditions of Section K as follows:
2. Any employee who exhausts sick leave due to a serious illness or accident by the employee or family member (i.e. mother, father, children, siblings or step-relatives of same) or in special circumstances shall be permitted to request the donation of sick leave hours from bargaining unit members.
3. Each employee may donate up to one day of sick leave hours per year to each fellow employee who has exhausted accumulated sick leave.
4. The employee donating the hours must have sufficient sick leave accrual remaining to cover one (1) pay period after the donation is made.
5. To be eligible for such donation, the following must be true:
  - 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, e.g. 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. treatment, therapy, out-of-town treatment, etc.
  - c. Employees seeking to use donated leave must have no sick leave of their own remaining. However, vacation (one-year accumulation only) and personal leave may be kept for emergencies of another sort.
6. Application shall be made in writing to the Association President, or designee if the Association President him/herself is the applying employee, indicating that it is for

application of the serious illness/injury provisions with documentation from a doctor regarding the number of hour/days needed, if applicable, or the seriousness of the illness or injury. The president shall request among the other members of the bargaining unit for volunteers who are willing to donate sick leave time to the affected member. Once the president has received the donation amounts, he/she shall inform the Human Resources Director of the list of donating individuals and the identity of the recipient.

7. 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 the donated days for sick leave use.
8. All matters pertaining to the medical information of the transferee and other matters relating to the transfer shall be kept confidential to the extent possible.
9. Section K is excluded from the grievance and arbitration procedure (Article 3).

## **ARTICLE 11. SALARY & BENEFITS**

### **A. PAYROLL**

1. Payment of all salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal biweekly payments commencing and ending with the program year as established by the Board-adopted calendar. Members of the bargaining unit recognize that the twenty-six (26) equal biweekly payments may be delayed based on the coordination of payroll ending dates, the beginning of the program calendar, and/or employee earning said payment. Periodically, twenty-seven (27) pay periods may replace twenty-six (26) as the calendar changes. Notification of any Board-instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck.
2. All paychecks will be directly deposited in one bank account of the employee's choice effective with the first pay period after contract ratification. If an employee does not establish a bank account, one will be established for that employee subject to County Auditor approval and the employee will be notified of the account and bank.
3. During the summer, paychecks will be sent for nine-month employees to one (1) address of the employee's choosing, at Board expense. The paychecks shall be mailed on the Thursday preceding the pay date, provided that the Business Administrator receives the paychecks from the County Auditor's Office by 3:00 p.m. of each said Thursday.
4. Each paycheck stub will indicate the amount and reason for each deduction.

5. Nine (9) month employees may receive the balance of their annual salary by making a written request to the Business Office by April 15. The amount of money due the employee will be paid in a lump sum on the next regular pay day following the last workday of the individual. This provision is limited to a maximum of ten percent (10%) of the staff annually. The percentage will be decided on a seniority basis if necessary.
6. For any employee who starts working after the beginning of a year, his/her annual salary will be the prorated annual salary. (Section 11.C. SALARY) The daily rate will be calculated based upon the position and the number of days remaining in the commitment agreement year.
7. Notice of Sick Leave accumulation and vacation (as appropriate) will be given to staff biweekly. Staff members will, by requesting it in writing, be provided with Sick Leave accumulation within one (1) workday of the request.
8. Payroll deductions shall be for what the county auditor allows and upon written authorization from the employee.
9. Association dues shall be deducted as specified in Article 1.B. (RECOGNITION).
10. When an employee's paycheck is lost or stolen, he/she shall receive a reissued paycheck, as soon as possible according to the county auditor's current procedure.
11. The Board shall provide the county auditor with necessary information to correct any overpayment or underpayment to an employee within one (1) pay period of its discovery.

**B. SALARY NOTICE AND NOTICE OF INTENT**

1. All current staff members shall receive a Salary Notice for the subsequent program year by April 30. The notice shall include the following data:
  - a. Annual salary, if known; AND
  - b. Tentative assignment which may be changed because of shifting needs.
2. If an employee has a concern or disagrees with his/her Salary Notice, he/she shall state such disagreement on the Salary Notice sign and return it by June 1 to the Director of Human Resources.

**C. SALARY**

1. All employees' annual salary shall be determined and paid through proper annual placement on the attached salary schedules, commensurate with classification, training and years of experience. Hourly rates are determined by dividing the annual

salary by the number of hours regularly scheduled to be worked in the program calendar year.

2. Any change in category due to additional training shall be effective the first pay period of the contract year commencing after training is completed. Evidence of satisfactory completion of training shall be submitted to the Superintendent as soon as possible. Transcripts shall be forwarded to the Superintendent as soon as possible.
3. Newly hired employees will be granted all past experience of a same, related, or similar position, including military, for salary purposes not to exceed five (5) years, plus active military experience not to exceed five (5) years. A year of experience is determined by a minimum of the equivalent of one hundred twenty (120) working days in a year (September 1 to August 31). For twelve-month employees who remain in a twelve-month position, one hundred sixty (160) working days in a year constitutes a year of experience. Staff automatically advance on the salary schedule and attain experience increments on the salary schedule through annual experience, except as may be otherwise specified in this Article (i.e., employees hired before 5/1/11 shall not receive step movement in the 2019-20, 2020-21 and 2021-22 program years). Any experience credit granted shall not be removed except when granted in error.
4. Employees hired on or after 5/1/11 will advance on the salary schedule (i.e., receive step increases) for the 2019-20, 2020-21 and 2021-22 program years based upon their step for the 2016-17 program year. Employees hired before 5/1/11 will not advance on the salary schedule (i.e., will not receive further step increases) in the 2019-20, 2020-21 and 2021-22 program years. Employees hired prior to 5/1/11 will be compensated at their 2016-17 program year steps during the 2019-20, 2020-21 and 2021-22 program years.

Effective September 1, 2019 for all bargaining unit members hired before 5/1/11 who are on active pay status on the date of approval by the Board, the Base Salary (1.00 on the Index) will be \$35,755.

The salary schedules for all bargaining unit members hired on or after 5/1/11 who are on active pay status on the date of approval by the Board will be increased by one (1.0%) percent for program year 2019-20, one (1.0%) percent for program year 2020-21, and one (1.0%) percent for program year 2021-22.

Employees hired before 5/1/11 will receive a \$1,500 lump sum payment to be paid on the first pay date in October of each program year.

**D.1. 184-DAY SALARY SCHEDULE INDEX**

**EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEARS**

**FOR EMPLOYEES HIRED BEFORE 5/1/11**

<u>YEARS</u>	<u>INSTRUCTOR ASSISTANT</u>	<u>*NURSE/ INSTRUCTOR BA/BS CERT</u>	<u>INSTRUCTOR MA/MS CERT</u>	<u>INSTRUCTOR MA/MS +25SH CERT</u>
STEP 0	0.5500	1.0000	1.1000	1.1500
STEP 1	0.5825	1.0450	1.1500	1.2000
STEP 2	0.6150	1.0900	1.2000	1.2500
STEP 3	0.6475	1.1350	1.2500	1.3000
STEP 4	0.6800	1.1800	1.3000	1.3500
STEP 5	0.7125	1.2250	1.3500	1.4000
STEP 6	0.7450	1.2700	1.4000	1.4500
STEP 7	0.7775	1.3150	1.4500	1.5000
STEP 8	0.8100	1.3600	1.5000	1.5500
STEP 9	0.8425	1.4050	1.5500	1.6000
STEP 10	0.8750	1.4500	1.6000	1.6500
STEP 11	0.9075	1.4950	1.6500	1.7000
STEP 12	0.9400	1.5400	1.7000	1.7500
STEP 13	0.9725	1.5850	1.7500	1.8000
STEP 14	1.0050	1.6300	1.8000	1.8500
STEP 18	1.0375	1.6750	1.8500	1.9000
STEP 22	1.0700	1.7200	1.9000	1.9500
STEP 26	1.1025	1.7650	1.9500	2.0000

\*A Nurse shall (1) be paid on the existing Salary Schedules prorated to the number of hours worked when the position holder is a Registered Nurse (RN); and (2) be paid at a seventy-five percent (75%) level of the existing Salary Schedules prorated to the number of hours worked when the position holder is a Licensed Practical Nurse (LPN) with Pharmacological Certificate.

**D2. 184-DAY SALARY SCHEDULE EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEAR BASE: \$35,755**

**FOR EMPLOYEES HIRED BEFORE 5/1/11**

<u>YEARS</u>	<u>INSTRUCTOR ASSISTANT</u>	<u>*NURSE/ INSTRUCTOR BA/BS CERT</u>	<u>INSTR MA/MS CERT</u>	<u>INSTR MA/MS +25 SH CERT</u>
STEP 0	19,665	35,755	39,331	41,118
STEP 1	20,827	37,364	41,118	42,906
STEP 2	21,989	38,973	42,906	44,694
STEP 3	23,151	40,582	44,694	46,482
STEP 4	24,313	42,191	46,482	48,269
STEP 5	25,475	43,800	48,269	50,057
STEP 6	26,637	45,409	50,057	51,845
STEP 7	27,800	47,018	51,845	53,633
STEP 8	28,962	48,627	53,633	55,420
STEP 9	30,124	50,236	55,420	57,208
STEP 10	31,286	51,845	57,208	58,996
STEP 11	32,448	53,454	58,996	60,784
STEP 12	33,610	55,063	60,784	62,571
STEP 13	34,772	56,672	62,571	64,359
STEP 14	35,934	58,281	64,359	66,147
STEP 18	37,096	59,890	66,147	67,935
STEP 22	38,258	61,499	67,935	69,722
STEP 26	39,420	63,108	69,722	71,510

**E.1. 240-DAY SALARY SCHEDULE INDEX  
EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEARS**

**FOR EMPLOYEES HIRED BEFORE 5/1/11**

<u>YEARS</u>	<u>INSTR BA/BS TEMP C</u>	<u>*NURSE/ INSTR BA/BS CERT</u>	<u>INSTR MA/MS TEMP C</u>	<u>INSTR MA/MS CERT</u>	<u>INSTR MA/MS +25SH CERT</u>
STEP 0	1.2757	1.3152	1.3809	1.4467	1.5125
STEP 1	1.3265	1.3743	1.4467	1.5125	1.5782
STEP 2	1.3773	1.4336	1.5125	1.5782	1.6440
STEP 3	1.4280	1.4927	1.5782	1.6440	1.7097
STEP 4	1.4788	1.5519	1.6440	1.7097	1.7755
STEP 5	1.5295	1.6111	1.7097	1.7755	1.8412
STEP 6	1.5803	1.6703	1.7755	1.8412	1.9070
STEP 7	1.6311	1.7295	1.8412	1.9070	1.9728
STEP 8	1.6819	1.7887	1.9070	1.9728	2.0386
STEP 9	1.7326	1.8478	1.9728	2.0386	2.1043
STEP 10	1.7834	1.9070	2.0386	2.1043	2.1701
STEP 11	1.8342	1.9662	2.1043	2.1701	2.2358
STEP 12	1.8849	2.0254	2.1701	2.2358	2.3016
STEP 13	1.9357	2.0846	2.2358	2.3016	2.3673
STEP 14	1.9864	2.1438	2.3016	2.3673	2.4331
STEP 18	2.0372	2.2029	2.3673	2.4331	2.4989
STEP 22	2.0880	2.2621	2.4331	2.4989	2.5646
STEP 26	2.1388	2.3213	2.4989	2.5646	2.6304

\*A Nurse shall (1) be paid on the existing Salary Schedules prorated to the number of hours worked when the position holder is a Registered Nurse (RN); and (2) be paid at a seventy-five percent (75%) level of the existing Salary Schedules prorated to the number of hours worked when the position holder is a Licensed Practical Nurse (LPN) with Pharmacological Certificate.



**F.1. CLERICAL/FOOD SERVICE SALARY SCHEDULE INDEX  
EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEARS**

<u>YEARS</u>	<u>*8-HOUR ACCOUNT CLERK</u>	** 8 HOUR HEAD <u>COOK</u>	** 6-1/2 HOUR ASST <u>COOK</u>
STEP 0	0.7879	0.5475	0.3750
STEP 1	0.8203	0.5677	0.3890
STEP 2	0.8528	0.5879	0.4030
STEP 3	0.8852	0.6081	0.4170
STEP 4	0.9176	0.6284	0.4310
STEP 5	0.9501	0.6486	0.4450
STEP 6	0.9825	0.6688	0.4590
STEP 7	1.0149	0.6890	0.4730
STEP 8	1.0473	0.7092	0.4870
STEP 9	1.0798	0.7294	0.5010
STEP 10	1.1122	0.7496	0.5204
STEP 12	1.1446	0.7698	0.5398
STEP 14	1.1771	0.7900	0.5592
STEP 15	1.2095	0.8102	0.5786
STEP 22	1.2419	0.8304	0.5980

\*240 – DAY SALARY SCHEDULE INDEX

\*\*184 – DAY SALARY SCHEDULE INDEX

**F.2. CLERICAL/FOOD SERVICE SALARY SCHEDULE EFFECTIVE 2019-2020  
THROUGH 2021-2022 PROGRAM YEARS  
BASE: \$35,755**

FOR EMPLOYEES HIRED BEFORE 5/1/11

<u>YEARS</u>	<u>*8-HOUR ACCT CLERK</u>	<u>**8 HOUR HEAD COOK</u>	<u>**6-1/2 HOUR ASST COOK</u>
STEP 0	28,171	19,576	13,408
STEP 1	29,330	20,298	13,909
STEP 2	30,492	21,020	14,409
STEP 3	31,650	21,743	14,910
STEP 4	32,809	22,468	15,410
STEP 5	33,971	23,191	15,911
STEP 6	35,129	23,913	16,412
STEP 7	36,288	24,635	16,912
STEP 8	37,446	25,357	17,413
STEP 9	38,608	26,080	17,913
STEP 10	39,767	26,802	18,607
STEP 12	40,925	27,524	19,301
STEP 14	42,087	28,246	19,994
STEP 15	43,246	28,969	20,688
STEP 22	44,404	29,691	21,381

\*240 – DAY SALARY SCHEDULE INDEX

\*\*184 – DAY SALARY SCHEDULE INDEX

**G.1. 240-DAY DEGREED SALARY SCHEDULE INDEX  
EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEARS**

**FOR EMPLOYEES HIRED BEFORE 5/1/11**

<u>YEARS</u>	<u>*NURSE/ INSTR BA/BS</u>	<u>INSTR MA/MS</u>	<u>INSTR MA/MS +25SH</u>
STEP 0	1.3152	1.4467	1.5125
STEP 1	1.3743	1.5125	1.5782
STEP 2	1.4336	1.5782	1.6440
STEP 3	1.4927	1.6440	1.7097
STEP 4	1.5519	1.7097	1.7755
STEP 5	1.6111	1.7755	1.8412
STEP 6	1.6703	1.8412	1.9070
STEP 7	1.7295	1.9070	1.9728
STEP 8	1.7887	1.9728	2.0386
STEP 9	1.8478	2.0386	2.1043
STEP 10	1.9070	2.1043	2.1701
STEP 11	1.9662	2.1701	2.2358
STEP 12	2.0254	2.2358	2.3016
STEP 13	2.0846	2.3016	2.3673
STEP 14	2.1438	2.3673	2.4331

\*A Nurse shall (1) be paid on the existing Salary Schedules prorated to the number of hours worked when the position holder is a Registered Nurse (RN); and (2) be paid at a seventy-five percent (75%) level of the existing Salary Schedules prorated to the number of hours worked when the position holder is a Licensed Practical Nurse (LPN) with Pharmacological Certificate.

**G.2. 240-DAY DEGREED SALARY SCHEDULE EFFECTIVE 2019-2020 THROUGH 2021-2022 PROGRAM YEARS**  
**BASE: \$35,755**  
**FOR EMPLOYEES HIRED BEFORE 5/1/11**

<u>YEARS</u>	<u>NURSE/ INSTR BA/BS</u>	<u>INSTR MA/MS</u>	<u>INSTR MA/MS +25SH</u>
STEP 0	47,025	51,727	54,079
STEP 1	49,138	54,079	56,429
STEP 2	51,258	56,429	58,781
STEP 3	53,371	58,781	61,130
STEP 4	55,488	61,130	63,483
STEP 5	57,605	63,483	65,832
STEP 6	59,722	65,832	68,185
STEP 7	61,838	68,185	70,537
STEP 8	63,955	70,537	72,890
STEP 9	66,068	72,890	75,239
STEP 10	68,185	75,239	77,592
STEP 11	70,301	77,592	79,941
STEP 12	72,418	79,941	82,294
STEP 13	74,535	82,294	84,643
STEP 14	76,652	84,643	86,995

\*A Nurse shall (1) be paid on the existing Salary Schedules prorated to the number of hours worked when the position holder is a Registered Nurse (RN); and (2) be paid at a seventy-five percent (75%) level of the existing Salary Schedules prorated to the number of hours worked when the position holder is a Licensed Practical Nurse (LPN) with Pharmacological Certificate.

\*\*Any staff member above step 14 on the BA/BS; MA/MS; MA/MS+25 shall be red circled and their pay shall be frozen for the term of the contract

**H.1. 184-DAY SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2019 FOR ALL BARGAINING UNIT MEMBERS ON  
ACTIVE PAY STATUS ON THE DATE OF APPROVAL BY THE BOARD FOR THE  
2019-2020 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR ASST</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/MS</u>	<u>LPN</u>	<u>RN</u>
STEP 0	19,811	36,038	41,366	22,922	32,191
STEP 1	20,776	37,815	43,408	24,042	33,775
STEP 2	21,788	39,679	45,552	25,219	35,438
STEP 3	22,852	41,637	47,804	26,453	37,184
STEP 4	23,968	43,693	50,169	27,750	39,016
STEP 5	25,141	45,851	52,650	29,112	40,942
STEP 6		48,118	55,257		
STEP 7		50,497	57,994		
STEP 8		52,997	60,868		

**184-DAY SALARY SCHEDULE                      EFFECTIVE 2020-2021 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR ASST</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/MS</u>	<u>LPN</u>	<u>RN</u>
STEP 0	20,009	36,399	41,780	23,152	32,513
STEP 1	20,983	38,193	43,842	24,283	34,113
STEP 2	22,006	40,076	46,008	25,471	35,792
STEP 3	23,080	42,053	48,282	26,718	37,556
STEP 4	24,208	44,130	50,670	28,027	39,407
STEP 5	25,392	46,310	53,177	29,403	41,351
STEP 6		48,599	55,810		
STEP 7		51,002	58,574		
STEP 8		53,527	61,477		

**184-DAY SALARY SCHEDULE****EFFECTIVE 2021-2022 PROGRAM YEAR****FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR ASST</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/MS</u>	<u>LPN</u>	<u>RN</u>
STEP 0	20,209	36,763	42,198	23,383	32,838
STEP 1	21,193	38,575	44,280	24,525	34,454
STEP 2	22,226	40,477	46,468	25,726	36,150
STEP 3	23,311	42,474	48,765	26,985	37,931
STEP 4	24,450	44,571	51,177	28,308	39,801
STEP 5	25,646	46,773	53,709	29,697	41,764
STEP 6		49,085	56,368		
STEP 7		51,512	59,160		
STEP 8		54,062	62,091		

**H.2. 240-DAY DEGREED SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2019 FOR ALL BARGAINING UNIT MEMBERS ON  
ACTIVE PAY STATUS ON THE DATE OF APPROVAL BY THE BOARD FOR THE  
2019-2020 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/BM</u>	<u>LPN</u>	<u>RN</u>
STEP 0	44,339	50,912	31,988	41,830
STEP 1	46,530	53,431	33,562	43,896
STEP 2	48,830	56,076	35,214	46,064
STEP 3	51,246	58,854	36,949	48,342
STEP 4	53,782	61,771	38,770	50,734
STEP 5	56,444	64,834	40,682	53,244
STEP 6	59,241	68,049		
STEP 7	62,177	71,426		
STEP 8	65,259	74,970		

**240-DAY DEGREED SALARY SCHEDULE  
EFFECTIVE 2020-21 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/BM</u>	<u>LPN</u>	<u>RN</u>
STEP 0	44,782	51,421	32,308	42,249
STEP 1	46,995	53,965	33,897	44,335
STEP 2	49,319	56,637	35,566	46,525
STEP 3	51,758	59,443	37,318	48,826
STEP 4	54,319	62,389	39,157	51,241
STEP 5	57,009	65,482	41,089	53,776
STEP 6	59,833	68,730		
STEP 7	62,799	72,140		
STEP 8	65,912	75,720		

**240-DAY DEGREED SALARY SCHEDULE  
EFFECTIVE 2021-22 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>INSTR BA/BS</u>	<u>INSTR MA/BM</u>	<u>LPN</u>	<u>RN</u>
STEP 0	45,230	51,935	32,631	42,671
STEP 1	47,465	54,505	34,236	44,778
STEP 2	49,812	57,203	35,922	46,990
STEP 3	52,276	60,037	37,691	49,314
STEP 4	54,863	63,013	39,549	51,753
STEP 5	57,579	66,137	41,500	54,314
STEP 6	60,431	69,417		
STEP 7	63,427	72,862		
STEP 8	66,571	76,477		

**H. 3. CLERICAL/FOOD SERVICE SALARY SCHEDULE  
EFFECTIVE SEPTEMBER 1, 2019 FOR ALL BARGAINING UNIT MEMBERS ON  
ACTIVE PAY STATUS ON THE DATE OF APPROVAL BY THE BOARD FOR THE  
2019-2020 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>*8-HOUR ACCT CLERK</u>	<u>**8-HOUR HEAD COOK</u>	<u>**6-1/2 HOUR ASST COOK</u>
STEP 0	30,390	19,949	13,676
STEP 1	31,883	20,920	14,333
STEP 2	33,451	21,941	15,023
STEP 3	35,097	23,012	15,749
STEP 4	36,827	24,137	16,510
STEP 5	38,642	25,317	17,309

**\*240-DAY SALARY SCHEDULE  
\*\*184-DAY SALARY SCHEDULE**

**CLERICAL/FOOD SERVICE SALARY SCHEDULE  
EFFECTIVE 2020-21 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>*8-HOUR ACCT CLERK</u>	<u>**8-HOUR HEAD COOK</u>	<u>**6-1/2 HOUR ASST COOK</u>
STEP 0	30,694	20,149	13,812
STEP 1	32,202	21,130	14,477
STEP 2	33,786	22,161	15,173
STEP 3	35,448	23,242	15,906
STEP 4	37,195	24,378	16,675
STEP 5	39,028	25,570	17,483

**\*240-DAY SALARY SCHEDULE  
\*\*184-DAY SALARY SCHEDULE**



**CLERICAL/FOOD SERVICE SALARY SCHEDULE  
EFFECTIVE 2021-22 PROGRAM YEAR**

**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

<u>YEARS</u>	<u>*8-HOUR ACCT CLERK</u>	<u>**8-HOUR HEAD COOK</u>	<u>**6-1/2 HOUR ASST COOK</u>
STEP 0	31,001	20,350	13,950
STEP 1	32,524	21,341	14,621
STEP 2	34,124	22,382	15,325
STEP 3	35,803	23,474	16,065
STEP 4	37,567	24,622	16,842
STEP 5	39,418	25,826	17,657

**\*240-DAY SALARY SCHEDULE  
\*\*184-DAY SALARY SCHEDULE**

**I. SPECIAL SUPPLEMENT PAY**

1. Supplemental positions will be posted every two years starting in program year 2009-10. The positions will be posted for ten (10) days, with applications considered from current staff members prior to employment of persons from outside the program.

**J. MILEAGE**

1. Authorized employees who must travel as a condition of their employment or as a result of their duties, including home visits, shall be reimbursed for the operation of a privately-owned vehicle at the Internal Revenue Service rate.

**K. OVERTIME & EXTRA TIME**

1. For any time worked beyond forty (40) hours per week, non-exempt employees shall be paid overtime at a rate one and one-half (1-1/2) times their regular hourly rate of pay.
2. Compensatory time will no longer be available as an option.
3. Payment for overtime and/or extra time hours shall be made during the next payroll period.

## L. COMPENSATORY TIME

1. The following classifications are considered overtime-exempt and extra time-exempt under the Fair Labor Standards Act: Instructor-School Age, Developmental Specialist, Registered Nurse, Physical Development Specialist, School Psychologist and Speech-Language Pathologist. The extra-time and overtime provisions specified in Article 11.K.1. through 11.K.3. do not apply to these classifications.
2. Staff members in the classifications listed in 11.L.1 may be granted compensatory time for administratively-required hours worked beyond the required work week subject to conditions specified in Article 11.L.3 through 11.L.11.
3. Staff members in the classifications listed in 11.L.1 have a work week of thirty-five (35) hours per week, seven (7) hours per day [thirty-two and one-half (32-1/2) hours per week, six and one-half (6-1/2) hours per day for the School Psychologist]. Upon notification to and written approval by the immediate supervisor, the work week may be worked across a flexible schedule to meet the needs of the individuals being supported. These staff, upon the approval of the immediate supervisor, shall be permitted to flex their schedule over a two (2) week period (i.e., a biweekly seventy (70) hour pay period [sixty-five (65) hours for School Psychologist]).
4. Working a flexible schedule means that the hours worked per day may vary and not necessarily be of an equivalent duration per day but at the end of the biweekly pay period, the hours worked will equal the required floor of seventy (70) hours [sixty-five (65) hours for School Psychologist]. The floor of seventy (70) hours [sixty-five (65)] per biweekly pay period must be reached either through time actually worked or a combination of hours worked and/or utilization of accrued paid leave.
5. There may be biweekly pay periods where the staff listed in 11.L.1 work more than the required 70 (65) hours. For hours worked beyond 70 (65) hours, these staff may earn and use, subject to the provisions 11.L.6 through 11.L.11, compensatory time (comp) time. Compensatory time when earned will be at straight time rate. These staff will be permitted to earn and accumulate during a program year no more than the maximum hours of comp time noted in 11.L.6.
6. Staff listed in 11.L.1 will not receive paid compensation for any accumulated compensatory time except at termination of employment (i.e., retirement, resignation, discharge). Payment for accumulated compensatory time will be at the staff member's hourly rate of pay at which it was earned up to the maximum of three (3) work days for full-time employees [twenty-one (21) hours for seven (7) hours per day employees; nineteen and one-half (19-1/2) for six and one-half (6-1/2) hours per day employees] and a maximum of two (2) work days [fourteen (14) hours] for part-time employees working seven (7) hours per day and less than thirty-two and one-half (32-1/2) hours per week.
7. Accumulated compensatory time, up to the maximum allowable [twenty-one (21) hours or nineteen and one-half (19-1/2) for full-time staff; fourteen (14) hours for

part-time staff], not used in a program year does not roll over to the subsequent program year. Accumulated comp time on the books at the end of a program year is lost.

8. Staff listed in 11.L.1 will submit requests to use accumulated compensatory time to their immediate supervisor with at least three (3) days' notice. Requests may be denied due to operational concerns, and the immediate supervisor may waive the three (3) day notice requirement. Minimum usage of accumulated compensatory time shall be in one-half (1/2) hour increments.
9. Staff are to record their time daily on the electronic time sheet recording program provided by the administration.
10. When any of these staff know in advance that they are likely to go over their required hours of work during a biweekly pay period (e.g., 70 hours), they must notify their immediate supervisor (directly or by voicemail, email or cell phone) at least two (2) days in advance, requesting supervisory approval to work the specified additional time. Failure to submit such request and obtain approval in advance may be grounds for disapproval of the additional time.
11. In the event that additional hours need to be worked beyond the required biweekly amount and such need is not known in advance (e.g., an emergency, unavoidable long meeting), the staff must notify the supervisor within two (2) days (either directly or by voicemail, email or cell phone) specifying the actual amount of additional time worked and the reason(s) for the additional time. Failure to provide supervisory notification may be grounds for disapproval of the additional time. In addition to immediate supervisor notification, the staff member must enter the additional time worked on the electronic time sheet recording program.

**M. PARENT/TEACHER CONFERENCES**

1. On the dates of Parent/Teacher Conferences, the following work schedule shall be used, unless otherwise mutually agreed by the Board and the PCEADD:

	<u>DAY 1</u>	<u>DAY 2</u>
Instructors/Psychologist	3:30 - 7:00 P.M.	8:30 - 12:00 Noon
Assistants	3:30 - 6:45 P.M.	8:30 - 11:45 A.M.
Account Clerk	8:00 A.M. - 7:00 P.M.	8:00 - 12:00 Noon

2. The staff shall receive their lunch period during the Day 1 evening hours. They shall receive a morning break on Day 2. If any staff member does not take his/her lunch break and has completed all of his/her conferences, he/she shall be permitted to leave at the end of his/her last conference.

**N. UNPAID HOLIDAYS**

1. All full-time employees shall be provided the following holidays as non-paid days off:  

First Day of January	First Monday in September
Martin Luther King Day	Fourth Thursday in November
Last Monday in May	Fourth Friday in November
Fourth of July (12-month employees only)	Twenty-Fifth Day of December
2. No charge will be made for a holiday which occurs during a vacation. If a holiday occurs during a period of paid Sick Leave, the employee will be regarded as having been off duty and will not be charged for Sick Leave.
3. Any employee required to work said days above shall be paid overtime or extra time as provided in Article 11.K.

**O. SICK LEAVE CONVERSION PAY**

1. An employee may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of one-fourth (1/4) of his/her accumulated but unused Sick Leave credit. The maximum number of days payable for such severance payment under this provision shall not exceed seventy-five (75) days.
2. The calculation of Sick Leave Conversion Pay shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of retirement. Excluded from such calculations shall be shift differentials, all premium payments, regularly scheduled overtime, and all other forms of additional or supplemental compensation.
3. Sick Leave Conversion Pay shall be given only to those employees who have given the Board written notice of intention to retire, and the payment will be made in a lump sum at the time the employee receives his/her last check from the Board.
4. The receipt of Sick Leave Conversion Pay shall eliminate and forever cancel all future claims to all Sick Leave accumulated but unused by the employee at the time of retirement. The payment of Sick Leave Conversion Pay shall be made only once to any employee.

**P. PROFESSIONAL DEVELOPMENT PROGRAM**

1. Prior to the commencement of each fiscal year beginning during the term of this Agreement, the Board shall appropriate for use within the following fiscal year, the sum of at least Eight Thousand Dollars (\$8,000) for the length of this Agreement, for the purpose of reimbursing all or part of the eligible tuition expenses incurred by employees, subject to the following conditions:

2. Written requests for reimbursement shall be submitted by the employee, on the appropriate form, for the approval of the Superintendent or his/her designee, prior to enrolling in the course(s) for which reimbursement is desired.
3. Reimbursement approval shall be considered on the basis of the following descending order of priority for Board approved coursework taken at colleges or universities accredited by the North Central Association of Colleges and Schools:
  - a. Courses that are required by the Ohio Department of DD and/or the Ohio Department of Education as applicable to the employee's current position. Employees who do not meet certification requirements at time of initial employment shall not be eligible for reimbursement of course work required for the position.
  - b. Courses taken which the parties agree are aimed at developing improvement of skills used in an employee's field of work.
  - c. Courses that are directly related to the attainment of a post-baccalaureate degree in the field of Education, Habilitation, or Rehabilitation.
  - d. Courses that are directly related to the attainment of additional areas of certification as designated by the Ohio Department of DD or Ohio Department of Education.
4. Tuition expenses for courses approved by Ohio Department of DD or Ohio Department of Education, as part of course work requirements shall be eligible for reimbursement under this Article. However, expenses incurred by employees (i.e. clock hours) by attendance at in-service training sessions required under such certification standards, shall not be eligible for such reimbursement. Correspondence courses, television courses and on-line courses shall be eligible for reimbursement as long as approved by Article 11.P.3. and/or the Ohio Department of DD or Ohio Department of Education.
5. Approval for reimbursement of tuition costs associated with courses described in 11.P.3.a. b. and c. above, shall be granted on a first-come/first-served basis determined by the date upon which the employee submits a request for approval.
6. At the conclusion of the semester, quarter or time period during which the approved course was taken, the employee shall submit, to the Superintendent, written evidence, in the form of an official transcript of completed credit, with a passing grade, issued by an accredited institution of higher education, or documentation approved by the Ohio Department of DD, which shows satisfactory completion of the course.
7. Reimbursement is payable as a single sum in a Voucher Check, following presentation to the Superintendent, by the employee, of an original receipt (or a

certified authentic copy thereof) which specifies the tuition expense incurred by the employee on the approved course.

8. The rates of reimbursement for eligible courses shall be as follows:
  - a. For courses described in 11.P.3.a., above, reimbursement shall occur at a rate equal to one hundred percent (100%) of the tuition cost.
  - b. For courses described in 11.P.3.b., above, reimbursement shall occur at a rate equal to seventy-five percent (75%) of the tuition cost.
  - c. For courses described in 11.P.3.c., above, reimbursement shall occur at a rate equal to sixty-five (65%) of the tuition cost.
  - d. For courses described in 11.P.3.d., above, reimbursement shall occur at a rate equal to fifty percent (50%) of the tuition cost.
9. Prior to receiving reimbursement under this Section, each employee shall agree to remain an employee of the Board for the length of the program year which commences immediately subsequent to the receipt of such reimbursement. Should such an employee voluntarily terminate employment, or should such employment be involuntarily terminated, except in cases of layoff or disability, during the aforesaid period, an amount equal to that reimbursed to such employee shall be forfeited and deducted from the final pay to which the employee is entitled.
10. Employees shall be eligible for reimbursement of one hundred percent (100%) of the tuition costs incurred in taking assigned course work related to duties assigned in the employees' current or expanded position description as determined by the Administration.

At the conclusion of the semester, quarter or time period during which the approved course was taken, the employee shall submit, to the Superintendent, written evidence that the course work has been satisfactorily completed.
11. Probationary employees shall be eligible for reimbursement for tuition costs under the procedures specified in this Article. Reimbursement is payable as a single sum in a voucher check at the completion of the probation period or the end of the course, whichever is later, providing that an original receipt (or certified authentic copy thereof) showing the tuition expense has been presented to the Superintendent.
12. See Tuition Pay Form: Appendix I.

**Q. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. The Board and the PCEADD hereby agree to establish a Portage County Board of DD Local Professional Development Committee (LPDC).

- a. The purpose of the LPDC shall be to oversee, review and rule on Individual Professional Development Plans for the purpose of educational license renewal.
2. The LPDC shall consist of representatives of both the PCEADD and the Board.
  - a. This committee shall consist of three members of PCEADD chosen by the Association, and two administrators, chosen by the Superintendent.
3. AN APPEAL PROCESS SHALL BE ESTABLISHED
  - a. Reconsideration by the LPDC.
  - b. Sent to a locally established Appeals board for a final decision. The appeals board shall consist of one (1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the Individual, one (1) certified/licensed person chosen by the two previously chosen persons.
4. The LPDC members chosen by the Association will be compensated for their time spent working on this committee.
  - a. Association Members shall receive three percent (3%) of the base salary each year. Such compensation shall be paid the first paycheck of the successor year and shall be considered total payment.
5. TERM OF OFFICE
  - a. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September.
  - b. There shall be a secretary/recorder elected by majority vote of the LPDC. The secretary/recorder shall be elected for a one-year term running from September to September.
  - c. The remaining initial three members shall serve a two-, three-, and four-year term running September to September.
  - d. All new members shall serve a four-year term.
6. VACANCIES AND REMOVALS
  - a. If an administrative vacancy exists, it shall be filled by the Superintendent.
  - b. If an association vacancy exists, it shall be filled by the PCEADD.
  - c. Removals shall be determined by the LPDC.

7. MEETINGS

- a. The LPDC shall meet a minimum of four times annually. Other meetings will be called as necessary.

8. GRIEVANCE

- a. The grievance procedure does not apply for actions taken by the LPDC.

9. PLAN OF OPERATION

- a. The Portage County Board DD Professional Development Committee has a Plan of Operation. This shall be reviewed and updated annually by the LPDC at the beginning of each school year.

**R. PLACEMENT MEETINGS**

- 1. Employees will be provided with paid released time, and provided compensation as provided in Articles 5C, 11K, and 11L (Standard Workweek, Overtime, and Compensatory Time), when additional hours are worked to attend meetings with parents and/or students for placement of students in other facilities or public schools, with prior approval of the Immediate Supervisor.

**ARTICLE 12. INSURANCES**

**A. HOSPITALIZATION**

- 1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week effective January 1, 2000, the Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit no less than the specifications in Appendix J. The employee shall pay a maximum of eleven and one-half percent (11.5%) of the monthly premium for the 2019-20 program year, twelve percent (12%) for the 2020-2021 program year and twelve and one-half percent (12.5%) for the 2021-2022 program year.
- 2. As part of this program, the employee is responsible for out-of-pocket expenses as per the insurance plan.

**B. PRESCRIPTION DRUG**

- 1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide Prescription Drug Insurance coverage as described in Appendix K. The Employee shall pay eleven and one-half percent (11.5%) of the Single or Family monthly premium for the 2019-20 program year, twelve percent (12%) for the 2020-2021 program year and twelve and one-half



percent (12.5%) for the 2021-2022 program year.

**C. TERM LIFE INSURANCE**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide and pay the premium for Term Life Insurance coverage for each employee. Such coverage shall be in the amount of Fifty Thousand Dollars (\$50,000).

**D. DENTAL INSURANCE**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide Single or Family Dental Insurance coverage for each employee. The specifications shall be no less than the current Plan. Sealants for children under age fourteen (14) are covered at 100%. The employee shall pay eleven and one-half percent (11.5%) of the Single or Family monthly premium for the 2019-20 program year, twelve percent ( 12%) for the 2020-2021 program year and twelve and one-half percent (12.5%) for the 2021-2022 program year.

- E.** The Board has the right to change insurance carriers after providing for input from the Association, so long as the coverage benefits and specifications are not reduced.

- F.** Fringe benefits are provided on a twelve-month basis; and nine-month employees under contract on the last workday in June shall have the benefits, as provided in this Master Agreement, in full force until the expiration of the twelve-month period (September 1 through August 31).

**G. VISION**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide single or family vision insurance. The employee shall pay eleven and one-half percent (11.5%) of the Single or Family monthly premium for the 2019-20 program year, twelve percent (12%) for the 2020-2021 program year and twelve and one-half percent (12.5%) for the 2021-2022 program year.

- H.** It is the employee's obligation to notify the Board, within thirty (30) calendar days, of any changes in single or family coverage.

- I.** An employee must be in active pay status a minimum of fifty percent (50%) of his/her regularly scheduled work days each month prior to the Board being obligated to pay its portion of the premium payments the following month. Those employees who are not in active pay status at least fifty percent (50%) of any given month may submit the entire monthly premium amount prior to the Board's payment being due to maintain coverage.

## J. SUBROGATION

### 1. WHEN THIS PROVISION APPLIES:

- a. The covered person may incur medical or dental charges due to injuries which may be caused by the act or omission of another party or another party may be responsible for payment. In such circumstances, the covered person may have a claim against another party, or insurer, for payment of the medical or dental charges. Accepting benefits under this plan for those incurred medical or dental expenses automatically assigns this plan any rights the covered person may have to recover payments from any other party or insurer. The subrogation right allows this plan to pursue any claim which the covered person may have to recover payments from any other party or insurer. This subrogation right allows this plan to pursue any claim which the covered person has against any other party, or insurer, whether or not the covered person chooses to pursue that claim. The plan may make a claim directly against the other party or insurer, but in any event, this plan has first priority lien on any amount recovered by the covered person whether or not designated as payment for medical expenses. This first priority lien shall remain in effect until the plan is repaid in full.
- b. The covered person:
  - i. Automatically assigns to this plan his or her rights against any other party or insurer when this provision applies; and
  - ii. Must repay to this plan benefits paid on his or her behalf out of the recovery made from the other party or insurer.

### 2. AMOUNT SUBJECT TO SUBROGATION OR REFUND

- a. The covered person agrees to recognize this plan's first priority right to subrogation and reimbursement over the covered person as to any funds recovered. These rights provide this plan with a first priority with respect to any funds paid by another party to a covered person relative to the injury or illness, even if the covered person is only partially compensated for all losses. The plan's priority recovery right includes a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Any so-called "make whole" or "full compensation" rule or doctrine is hereby explicitly rejected and disavowed.
- b. Notwithstanding its priority to refunds, this plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which this plan has made, or will make, payments for medical or dental charges, as well as any costs and fees associated with the enforcement of its rights under this plan.

- c. When a right of recovery exists, the covered person will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure this plan's right of subrogation as a condition to having this plan make payments. In addition, the covered person will do nothing to prejudice the right of this plan to subrogate.

3. DEFINED TERMS:

- a. "Recovery" means monies paid to the covered person by way of judgment, settlement, or otherwise to compensate for all losses caused by the injuries or illness whether or not said losses reflect medical or dental charges covered by this plan.
- b. "Subrogation" means this plan's rights to pursue the covered person's claims for medical or dental charges against the other person.
- c. "Refund" means repayment to this plan for medical or dental benefits that it has paid toward care and treatment of the injury or illness.

**Note:** As used only in this provision, the term "covered person" is deemed to include any legal or personal representative, parent, guardian, or estate of the covered person.

- d. Recovery from another plan under which the covered person is covered. This right of refund also applies when a covered person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan, medical malpractice plan or any liability plan.

**K. STRS/PERS SALARY REDUCTION "PICK-UP"**

1. The Board, in addition to its required Employer contributions, shall "pick-up" through the "Salary Reduction Method" contributions to the State Teachers Retirement system (STRS) and to the Public Employees Retirement System (PERS) on behalf of the bargaining unit employees holding membership in either the STRS or PERS retirement system.
2. The amount to be "picked-up" and paid on behalf of each employee shall be the same as the employee contribution rate(s) as established by STRS/PERS. Such contribution shall be treated as a mandatory reduction from the contract salary.
3. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after July 1, 1991.
4. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this Section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this Section shall

be null and void and the STRS/PERS Contribution Procedure in place prior to the effective date of this provision shall be in effect.

**L. WORKER'S COMPENSATION**

1. When an employee, who is otherwise eligible for Family Medical Leave, is out of work due to a work related injury or illness covered by the Ohio Workers Compensation Act, the employee's Medical, Dental, Prescription, Vision and Life Insurance Benefit Program may, at the employee's option, continue uninterrupted at the appropriate premiums' contributions by the Board and the employee to a period of eight (8) weeks following the injury. This continuation of Benefits will proceed for up to eight (8) weeks without involvement or surrender or usage of any accumulated sick or personal leave, compensatory time or vacation to maintain the level of benefits. After the above mentioned eight (8) weeks are expired, an employee must use any other accumulated leave mentioned above to extend the employee's out-of-work injury or illness, if necessary. The foregoing eight (8) weeks and any remaining leave shall be concurrent with FMLA entitlements.
2. An employee may select to use any accumulated leave he or she has acquired with the Board for a work related injury or illness if the employee decides to do so, and such leave shall be concurrent with FMLA eligibility, and pursuant to the Board's rules and regulations governing the same

**ARTICLE 13. WORKING CONDITIONS**

**A. SMOKE-FREE ENVIRONMENT**

1. The parties agree that the movement toward smoke free facilities is desirable in promoting a healthful environment for all persons who enter Board facilities.
2. Employees desiring to participate in "Stop Smoking" Programs will be reimbursed up to fifty (50%) of the cost of the program, not to exceed Two Hundred Dollars (\$200.).
3. Smoking shall be prohibited in Board owned vehicles.
4. Any person(s) in violation of the smoke-free policy may be subject to disciplinary action.

**B. DRUG-FREE WORKPLACE**

1. The Board shall adopt a policy for a Drug-Free Workplace consistent with the Drug-Free Workplace Act of 1988 and this Collective Bargaining Agreement.

## C. FACILITIES AND CONDITIONS

1. Every employee shall be assigned either a lockable closet, desk, and/or locker within his/her work area to store personal belongings and program materials. Staff members assigned a classroom or securable work area will be provided a key to such area upon request. The staff member shall be responsible for the loss and replacement of the key. Staff members are urged to lock all areas, for which they are assigned keys, at the end of each day. If a staff member loses or fails to return a key, that staff member shall be assessed Five Dollars (\$5.00).
2. There shall be provided appropriately furnished staff lounges at each site free from students. The staff lounges will be maintained by custodial staff; however, staff shall be responsible for washing their dishes, replacement of pop bottles, coffee cups, etc. Administration will refrain from scheduling meetings in the staff lounge during working hours, except if no other adequate meeting space is available. There shall be a smoking area designated outside of each building pursuant to the requirements of the Ohio Revised Code Chapter 3794.
3. Vending machines shall be provided at each facility. The type and number shall be determined by the staff at the site, in consultation with the Administrator of the facility.
4. Adoption of any staff dress code by the Board shall require concurrence of the Association.
5. If required courses for certification are only available at times conflicting with the scheduled workday, staff members may arrange to leave up to one-half (1/2) hour early, with the approval of the Immediate Supervisor. Use of compensatory time may be used in lieu of making up work hours.
6. In the event that a search of Board property is deemed necessary, the employee assigned such property shall be given a reasonable opportunity to be present. This condition is not to preclude the right of management to provide for program operation, i.e. locating lesson plans, student and client data, teaching materials, etc. The administrative personnel shall in no way be responsible for the actions of other personnel.
7. Program vehicle usage shall have as first priority, assignment and scheduling for the transportation of students and clients.
8. Refrigerators in each site may be used by staff.
9. Work areas shall be maintained in a safe condition. Employees shall be responsible for informing management of unsafe conditions. Gloves and soap shall be available.
10. Each employee will be issued a photo identification (ID) badge which serves as secure access to designated Board buildings, facilities and/or offices and will be

used in accordance with Board policy. Lost or stolen ID badges are to be reported by the next workday and the employee will be issued a temporary badge. If the lost or stolen ID badge has not been recovered after five (5) workdays, a replacement badge will be issued. The cost of replacing a lost ID badge will be the employee's responsibility. The first lost badge will be replaced at no charge. Subsequent replacement badges will be paid for by the employee. If a lost badge is subsequently recovered, it will be held on file and will serve as a replacement at no cost to the employee for any subsequent lost badge. Employees shall not be responsible for the cost of replacing a stolen ID badge provided that the employee provides proof of reporting the theft to the appropriate law enforcement authority.

#### **D. EQUIPMENT**

1. The following shall be available for program use, upon reasonable request:
  1. Copy Machine/Fax
  2. Overhead Projector
  3. Movie Screen
  4. Phonograph/CD Player
  5. Washing Machine
  6. Clothes Dryer
  7. Ramps
  8. Hair Dryers
  9. Laminator
  10. Video Tape Recorder/monitor
  11. Protective Gloves
  12. Disinfectant Soap/Spray
  13. Surge Protectors
  14. Camera
  15. H.D. Extension cords
  16. Desktop/Laptop Computer
2. The Superintendent shall insure adequate supplies be available for the equipment above.
3. Facial tissues will be provided for daily use, upon request, providing it is not available from parents.
4. Items related to employee safety such as facemasks, safety glasses, disposable clothing, lifting belts, shall be available for employee use when risk is present.
5. Employees will take reasonable care of equipment and property as listed above.

#### **E. PURCHASING POLICY**

1. All purchases of equipment, materials or supplies requiring the use of Board funds must be submitted to the department director for approval and purchase. No staff member is to purchase supplies or materials with the expectation of being reimbursed, unless prior approval from the Superintendent or his/her designee is granted.

#### **F. REPORTING ABSENCES**

1. The Board shall insure that a telephone system be established whereby members of the bargaining unit call into the switchboard during the night to inform the

Administration that he/she will not be able to go to work the next day due to illness or emergency.

2. Any designated clerical employee who performs duties prior to the commencement of the workday other than in the work place, for the purpose of calling substitutes, shall receive extra time or their regular rate plus overtime, if appropriate as provided in Article 11.K.

## **G. VISITOR POLICY**

1. An employee who desires to bring a visitor (defined as a nonmember of the program community) into a class, must submit a written request to his/her Immediate Supervisor at least two (2) days in advance of proposed visit. For unusual circumstances, the two (2) day limit may be waived. The employee must receive approval of the request before his/her visitor may enter a class. Request for this visitor privilege shall not be unreasonably withheld.
2. Staff members shall receive at least two (2) days advance notice from the Administration of any visitor(s) to activities under their supervision, where such visits are sponsored by the Board and/or Administration. Every effort will be made to comply with this rule; however, it is recognized that unusual circumstances may make prior notice not feasible. In those circumstances where two (2) days' notice is not feasible, prior notice should be made as soon as possible.
3. An employee, upon receipt of notice of an upcoming visit, may advise his/her Immediate Supervisor that a visit to activities under his/her supervision would not be appropriate at that time, and may explain his/her reasons for such advice. Such comments will be considered by the Administration in scheduling visitors.
4. Employees are not permitted to bring children to the work place. This shall not preclude employees from bringing their children on occasion for the purpose of visitation as stated in 13.H.1, above.
5. See Visitor Request Form: Appendix F.
6. Sign-in sheets at all buildings.
7. Visitor Badges to be available at all board facilities.

## **ARTICLE 14. RESIDENT EDUCATOR PROGRAM**

### **A. PURPOSE**

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster the professional growth of the individual, and non-evaluative, formative assessment of the performance of beginning

teachers and other bargaining unit members who require a license as defined by the Ohio Department Of Education (ODE) and to meet all the requirements of the Ohio Resident Educator Program.

## **B. DEFINITIONS**

1. Resident Educator Program—a four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the program is required to advance to a five-year professional educator license.
2. Mentor teacher—a member of the bargaining unit who is trained and assigned to provide professional support to a resident educator following the guidelines of the Ohio Department of Education Resident Educator Program.
3. Resident educator—a bargaining unit member employed under a resident educator license.
4. Formative assessment—a diagnostic approach to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of the individual professional achievement.

## **C. MENTORS FOR RESIDENT EDUCATORS**

### **1. Selection**

Mentors shall be selected based on certification/licensure area, successful completion of ODE mentor training, and interview with the Director of Education and Child Development. To be eligible, applicants must have a minimum of five (5) years of teaching experience and hold the same or similar licensure/certification to the resident educator.

### **2. Training**

Mentor teachers shall complete the State of Ohio required training. Additionally, mentors for year 2 resident educators shall be required to attend, at Board expense, the training for the year 2 mentoring program.

### **3. Responsibilities**

- a. The mentor teacher shall carry out the resident educator program requirements as mandated by ODE, except as may be specified herein.



## **D. COMPENSATION**

1. The maximum number of year one resident educators a mentor teacher may have is two (2) per year.
2. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend for each resident educator. The stipend is to be paid upon completion of the mentoring requirements but may be prorated in the event of a termination of the mentoring relationship as described herein.
  - a. Year 1 resident educator mentors 3.5% of the BA-0 base.
  - b. Year 2 resident educator mentors 3.5% of the BA-0 base.
  - c. Year 3 resident educator mentor 2.5% of the BA-0 base.
  - d. Year 4 resident educator facilitator stipend of 1.5% of the BA-0 base.
3. The Board will pay the training fees required for mentors to receive the mandatory ODE state mentoring training.
4. The resident educator shall be provided release time each year for the purpose of observing classes, attending recommended workshops and assessment preparation as deemed necessary by the program coordinator.
5. The resident educator is not required to complete an independent professional development plan (IPDP) or to utilize the local professional development committee (LPDC) process.
6. An effort will be made by the administration to assign an equitable workload/schedule to the resident educator.

## **E. PROTECTIONS**

1. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of the resident educator's evaluation.
2. No resident educator shall be required to remain in the resident educator program after advancing to a professional educator license.
3. In the event that the Board does not comply with the resident educator program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inactions(s) of the Board.
4. Mentor teachers shall not participate in the evaluation of any resident educator.

5. All interactions, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.
6. Any changes to the mentoring assignment will be handled on a case by case basis by the program coordinator and/or administrator. However, every effort shall be made to accommodate a request of either the mentor or the resident educator to assign a new mentor teacher.
7. Mentor teachers and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor teachers shall communicate directly with the resident educator(s) and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor or other teacher/staff.
9. No mentor teacher shall participate in any informal or formal evaluation of the resident educator, nor make, be requested or directed to make any recommendations regarding continued employment of the resident educator.
10. The regular evaluations of the mentor teachers shall not be affected in any aspect by the resident educator program or its demands.
11. Resident educators shall be provided all due process provisions allowed by the master agreement and ORC.
12. Resident educators will be placed on the appropriate step and column of the negotiated salary schedule.

#### **F. PROGRAM REVIEW/REVISIONS**

Mentor teachers and resident educators may meet as a group with the program coordinator prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than June 1st.

### **ARTICLE 15. SUBSTITUTING IN A HIGHER CLASSIFICATION**

- A. When a bargaining unit member in a lesser pay classification is requested by Management to work temporarily in a position that has a higher pay classification and more responsibilities, the employee shall be compensated at the higher pay rate from the start of the assignment if the absence is scheduled to last more than fifteen (15) days or on the sixteenth (16<sup>th</sup>) day if the length of absence is unknown. The pay rate shall be based on the employee's current pay step when calculating wages. There can be no break in the temporary assignment. The Association president shall be notified when bargaining unit

members are working temporarily in a higher classification.

- B. Consideration for temporary assignment work shall be the sole discretion of management.
- C. The temporary assignment shall end upon the return to work of the absent employee.

#### **ARTICLE 16. NEGOTIATED AGREEMENT**

- A. All items of mutual interest have been discussed and agreed upon; and this Master Agreement shall become effective September 1, 2019 for all bargaining unit members on active pay status on the date of approval by the Board and remain in effect until 11:59 P.M., August 31, 2022, except for any articles the parties mutually agree to append or alter per Article 2 (NEGOTIATIONS PROCEDURE).
- B. Negotiations shall be initiated as per the NEGOTIATIONS PROCEDURE (Article 2) herein.
- C. If during the term of this Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education, which requires the Board to develop policies that change term(s) or condition(s) of employment, then the parties will meet to negotiate the affected term(s) or condition(s) within thirty (30) days.
- D. Both parties agree to comply with the provisions of the contract, and the Board shall give it the full force of Board policy. Further, the adoption and implementation of this Agreement shall not diminish any benefit currently granted, in writing, to any current employee. The previous sentence will not be used in any manner or form, such that any employee may attempt to regain a benefit not previously granted in this Agreement except through regular negotiations as provided herein.
- E. These Agreements shall be the base from which future negotiations shall proceed; if any item is not changed through future negotiations, it shall be carried forward in writing to each future Agreement.
- F. All employees included under this Contract shall be considered members of the classified services as defined in Ohio Revised Code Section 124.11.
- G. "Days" mean calendar days, exclusive of Saturdays, Sundays, holidays, calamity days, and other scheduled breaks in the program year.

**SIGNATURES**

<b>BOARD TEAM</b>	<b>Date</b>	<b>ASSOCIATION TEAM</b>	<b>Date</b>
<u>Korcia [Signature]</u> Board Chief Negotiator	<u>8/28/19</u>	<u>[Signature]</u> PCEADD Chief Negotiator	<u>8/26/19</u>
<u>[Signature]</u>	<u>8/26/2019</u>	<u>Debbie Shamm</u>	<u>8-26-19</u>
<u>[Signature]</u>	<u>8/26/19</u>	<u>[Signature]</u>	<u>8-26-19</u>
<u>Alicia Hall</u>	<u>8/27/19</u>	<u>[Signature]</u>	<u>8/26/19</u>
<u>[Signature]</u>			
<u>[Signature]</u> Board President	<u>8/27/19</u> Date	<u>[Signature]</u> PCEADD President	<u>8/26/19</u> Date

**FOR COUNTY COMMISSIONERS**

**Date**

[Signature]

[Signature]

\_\_\_\_\_

9/17/19

9/17/19

\_\_\_\_\_

Portage County Board of Developmental Disabilities

GRIEVANCE FORM (LEVEL \_\_\_\_\_)

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

ALLEGED VIOLATIONS, MISINTERPRETATIONS OR MISAPPLICATIONS OF CONTRACT SECTION  
\_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

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

REMEDY REQUESTED: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

DISPOSITION RENDERED: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Person Rendering Disposition

\_\_\_\_\_  
Date

Portage County Board of Developmental Disabilities

PERFORMANCE EVALUATION

Employee Name \_\_\_\_\_

Position Title \_\_\_\_\_

Type of Rating

- Legend:**
- 1 Outstanding Performance
  - 2 Above average, has made progress
  - 3 Satisfactory
  - 4 Improvement needed
  - 5 Not applicable

**1. Work Habits**

Rating

Worker Traits may include: \_\_\_\_\_

Rater Narrative (optional for rating of 1, 2, 3 or 5):

**2. Relationships**

Rating

Worker Traits may include: \_\_\_\_\_

Rater Narrative (optional for rating of 1, 2, 3 or 5):

**3. Professional Development**

Rating

Worker Traits may include: \_\_\_\_\_

Rater Narrative (optional for rating 1, 2, 3 or 5):

**4. Recordkeeping requirements**

Rating

Worker Traits may include: \_\_\_\_\_

Rater Narrative (optional for rating 1, 2, 3 or 5):

**5. Dependability**

Rating

Worker Traits may include: \_\_\_\_\_

Rater Narrative (optional for rating 1, 2, 3 or 5):

Rater Summary Comments (optional)

Employee Comments (optional)

Employee Signature: \_\_\_\_\_

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

Rater Signature: \_\_\_\_\_

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

Portage County Board of Developmental Disabilities

CLERICAL EVALUATION FORM

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Job Title \_\_\_\_\_

Type of Rating:  Probationary  Annual

<b>Legend:</b>		
<b>1 = Outstanding</b>	<b>2 = Above Average</b>	<b>3 = Satisfactory</b>
<b>4 = Needs Improvement</b>	<b>5 = Not Applicable</b>	

Job Responsibilities:  
(Include brief description job responsibilities):

1. Carries out assigned tasks in an organized and timely manner. \_\_\_\_\_
2. Checks work for accuracy and makes corrections accordingly. \_\_\_\_\_
3. Maintains accurate record keeping (paper copy and/or computer) as required. \_\_\_\_\_
4. Makes decisions and plans work. \_\_\_\_\_
5. Willingly participates in job-related training and other professional meetings as required. \_\_\_\_\_
6. Shows reliability and dependability on the job. \_\_\_\_\_

Relationships

1. Promotes a good work atmosphere. \_\_\_\_\_
2. Works harmoniously and communicates effectively with staff, vendors, county officials, families, and other outside agencies. \_\_\_\_\_
3. Exercises ethical judgment regarding confidential information. \_\_\_\_\_

Personal Qualities

1. Attendance record. \_\_\_\_\_  
Days SL/PL missed/Days scheduled \_\_\_\_\_ / \_\_\_\_\_ = \_\_\_\_\_ %
2. Has the ability to learn as well as adjust to change. \_\_\_\_\_
3. Willingly accepts new responsibilities.



- 4. Offers suggestions and recommendations to supervisor. \_\_\_\_\_
- 5. Shows initiative and interest in work. \_\_\_\_\_
- 6. Accepts directions and suggestions from supervisor. \_\_\_\_\_
- 7. Willingness to volunteer when critical job duties need completed. \_\_\_\_\_

Supervisor's Comments:

Supervisor's Signature: \_\_\_\_\_

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

Employee's Goal for the Upcoming Year:

Employee's Comments:

Employee's Signature: \_\_\_\_\_

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

Portage County Board of Developmental Disabilities

**HAPPY DAY EVALUATION  
TEACHER/SPECIALIST**

Employee Name (Last Name First): \_\_\_\_\_

S.S. Number \_\_\_\_-\_\_\_\_-\_\_\_\_ Type of Rating \_\_\_\_ Probationary\_\_Annual

Legend:

- 1 = Outstanding
  - 2 = Above average, progress noted
  - 3 = Satisfactory
  - 4 = Improvement needed
  - 5 = Non-applicable
- 

1. Implements instructional programming in a direct delivery format consistent with the adopted I.E.P. or I.F.S.P. \_\_\_\_\_
2. Monitors individual student progress and revises IEPs as needed. Collects and/or charts data to aid in evaluation and assessment of students. \_\_\_\_\_
3. Establishes and maintains a positive learning environment. \_\_\_\_\_
4. Applies positive behavioral management procedures within administrative guidelines. \_\_\_\_\_
5. Able to aid in grouping students by functional ability for the purpose of providing appropriate programs for each student. \_\_\_\_\_
6. Maintains accurate records and data. Completes records, written program plans and daily lesson plans as required. \_\_\_\_\_
7. Able to develop and implement a parent communication plan. Works closely with parent/provider, etc. to ensure correlation of student programs. \_\_\_\_\_

- 8. Exercises ethical judgment regarding confidentiality of student records and student personal information. \_\_\_\_\_
  
- 9. Supervises instructor assistants, volunteers and practicum students as assigned. \_\_\_\_\_
  
- 10. Able to assume role of team-leader in staffing meetings and other professional meetings regarding all aspects of programming for each student assigned to the class. \_\_\_\_\_
  
- 11. Willingly participates in staffings, in-services and committee work and other professional meetings as required. \_\_\_\_\_

Supervisor's Comments:

Employee's Comments:

Supervisor's signature: \_\_\_\_\_

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

Employee's signature: \_\_\_\_\_

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

Attendance:

Employee's goal for \_\_\_\_\_ / \_\_\_\_\_ school year:

Portage County Board of Developmental Disabilities

HAPPY DAY EVALUATION  
**ASSISTANTS**

Employee Name (Last Name First): \_\_\_\_\_

S.S. Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Type of Rating \_\_\_\_ Probationary \_\_\_\_ Annual

Legend:

- 1 = Outstanding
- 2 = Above average, progress noted
- 3 = Satisfactory
- 4 = Improvement needed
- 5 = Non-applicable

- 
1. Implements student's IEP including educational and behavioral programming. \_\_\_\_\_
  2. Cares for the student's personal needs. \_\_\_\_\_
  3. Assists in keeping records of services and student progress including data calculations. \_\_\_\_\_
  4. Willingly participates in staffings, in-services and committee work and other professional meetings as required. \_\_\_\_\_
  5. Works cooperatively with other staff. \_\_\_\_\_
  6. Works cooperatively with the individuals served and families. \_\_\_\_\_
  7. Ability to learn as well as adjust to change.
  8. Shows reliability and dependability on the job. \_\_\_\_\_
  9. Exercises ethical judgment regarding confidentiality of student records and student personal information.  
\_\_\_\_\_

10. Ability to make decisions and plan work. \_\_\_\_\_

11. Shows initiative and interest in work. \_\_\_\_\_

Supervisor's Comments:

Employee's Comments:

Supervisor's signature: \_\_\_\_\_

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

Employee's signature: \_\_\_\_\_

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

Attendance:

Employee's goal for \_\_\_\_ / \_\_\_\_ school year:

Portage County Board of Developmental Disabilities

VISITOR REQUEST FORM

NAME: \_\_\_\_\_ BUILDING: \_\_\_\_\_

DATE SUBMITTED TO IMMEDIATE SUPERVISOR: \_\_\_\_\_

NAME OF VISITOR: \_\_\_\_\_

DATE(S) OF VISIT: \_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DISAPPROVED

REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

- COPIES: (1) RETURNED TO EMPLOYEE  
(2) IMMEDIATE SUPERVISOR  
(3) Director Business Management

Portage County Board of Developmental Disabilities

**CONFERENCE ATTENDANCE REQUEST FORM**

NAME OF STAFF MEMBER \_\_\_\_\_ DATE OF REQUEST \_\_\_\_\_

DATES(S) OF CONFERENCE \_\_\_\_\_

NUMBER OF WORKING DAYS (HOURS) OF CONFERENCE/MEETING \_\_\_\_\_

CONFERENCE TITLE \_\_\_\_\_

CONFERENCE SPONSOR \_\_\_\_\_

CONFERENCE LOCATION \_\_\_\_\_

BRIEFLY STATE REASONS(S) FOR REQUEST AND HOW ATTENDANCE WILL BE OF BENEFIT TO THE PROGRAM:

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

INDICATE APPROXIMATE EXPENSES FOR WHICH REIMBURSEMENT IS REQUESTED.  
 (ATTACH CONFERENCE BROCHURE)

	<u>ESTIMATED COST</u>
REGISTRATION FEE _____	\$ _____
NUMBER OF MEALS _____	\$ _____
LODGING/NUMBER OF NIGHTS _____	\$ _____
MILEAGE/NUMBER OF MILES _____	\$ _____
OTHER _____	\$ _____

\_\_\_\_\_  
 EMPLOYEE SIGNATURE DATE

\_\_\_\_\_  
 SUPERVISOR APPROVAL DATE

- \_\_\_\_\_  
 BOARD ACTION REQUIRED  
 \_\_\_\_\_ CONFERENCE ATTENDANCE/REIMBURSEMENT APPROVED  
 \_\_\_\_\_ CONFERENCE ATTENDANCE/REIMBURSEMENT DENIED  
 \_\_\_\_\_ CONFERENCE ATTENDANCE APPROVED WITH PARTIAL REIMBURSEMENT FOR THE FOLLOWING:

\_\_\_\_\_

\_\_\_\_\_  
 SUPERINTENDENT SIGNATURE DATE

COPIES DISTRIBUTED TO: EMPLOYEE IMMEDIATE SUPERVISOR BUSINESS OFFICE SUPERINTENDENT 9/1/07

Portage County Board of Developmental Disabilities

ALL-PURPOSE LEAVE FORM

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE(S) OF ABSENCE \_\_\_\_\_ THRU \_\_\_\_\_

NUMBER OF DAYS (HOURS) TO BE ABSENT \_\_\_\_\_  
If Less Than Full Day: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(CHECK ONE ONLY)

\_\_\_ ASSAULT LEAVE

\_\_\_ COURT LEAVE

\_\_\_ SICK LEAVE (COMPLETE SECTION A)

\_\_\_ PERSONAL LEAVE

\_\_\_ UNPAID MEDICAL INCLUDING DISABILITY/MATERNITY/PATERNITY/ADOPTION LEAVE  
(ATTACH PHYSICIAN'S STATEMENT) (Supervisor detach, send to Administrative Assistant/Human Resource)

\_\_\_ UNPAID PERSONAL LEAVE (ATTACH RATIONALE)

\_\_\_ UNPAID EDUCATION/TRAINING/EXPERIENCE LEAVE (ATTACH RATIONALE)

\_\_\_ VACATION (12-MONTH EMPLOYEES)

\_\_\_ WORKER'S COMPENSATION (Must Check One)

\_\_\_ PAID LEAVE DESIRED: Specify Type of Leave: \_\_\_\_\_

\_\_\_ UNPAID LEAVE DESIRED

\_\_\_ FAMILY MEDICAL LEAVE/Specify Type of Leave: \_\_\_\_\_

\_\_\_ PROFESSIONAL LEAVE (STATE PURPOSE) \_\_\_\_\_

SECTION A. SICK LEAVE (CHECK ONE ONLY)

\_\_\_ PERSONAL ILLNESS OR INJURY

\_\_\_ MEDICAL APPOINTMENT (Name/Address of Physician or 'Return to Work Slip' may be requested)

\_\_\_ DENTAL APPOINTMENT (Name/Address of Dentist may be requested)

\_\_\_ IMMEDIATE FAMILY: ILLNESS, MEDICAL APPOINTMENT, DENTAL APPOINTMENT, INJURY, OR  
DEATH (circle one) (Name of Physician/Dentist may be requested) \_\_\_\_\_  
(STATE RELATIONSHIP)

EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_ APPROVED BY SUPERVISOR \_\_\_ DISAPPROVED BY SUPERVISOR

SUPERVISOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SUPERINTENDENT'S SIGNATURE (IF NECESSARY) \_\_\_\_\_

DATE \_\_\_\_\_



# Portage County Board of Developmental Disabilities

## TUITION PAY FORM

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

APPLICATION DATE \_\_\_\_\_ TIME RECEIVED \_\_\_\_\_

DATE OF MEETING WITH SUPERINTENDENT \_\_\_\_\_

(Check ONE Only)

- \_\_\_ Towards certification (100% payment)
- \_\_\_ Courses aimed at improvement of skills in field of work (75%)
- \_\_\_ Course work in education or in Developmental Disabilities areas of certification (65%)
- \_\_\_ Related to MSPR/Adult Program toward advanced degree (50%)

TITLE OF COURSE \_\_\_\_\_

DATES OF COURSE \_\_\_\_\_

UNIVERSITY \_\_\_\_\_

APPROXIMATE COST \_\_\_\_\_

REASON FOR REQUEST \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

_____	APPROVED	___ 100%	___ 75%	___ 65%	___ 50%
_____	DISAPPROVED	Allotted money exhausted			
_____	DISAPPROVED	Does not fit any of the requirements			

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, agree to remain employed under the Board program one (1) year from completion of the course.

**COMPREHENSIVE MAJOR MEDICAL BENEFITS  
SUMMARY OF SCHEDULE OF BENEFITS**

Following is a summary of benefits provided by the \$250 deductible plan through the Portage Area School Consortium.

<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
DEDUCTIBLE (SINGLE/FAMILY)	\$250/\$500	\$500/\$1,000
COINSURANCE	90%	70%
COINSURANCE MAX (EXCLUDED)	\$750/\$1,500	\$1,500/\$3,000
TOTAL OUT-OF-POCKET MAX	\$1,000/\$2,000	\$2,000/\$4,000
<b>PHYSICIAN/OFFICE SERVICES</b>		
OFFICE VISIT (PCP/SPECIALIST)	\$10/\$20	30% AFTER DEDUCTIBLE
SURGICAL SERVICES	\$10/\$20	30% AFTER DEDUCTIBLE
URGENT CARE	\$35	30% AFTER DEDUCTIBLE
IMMUNIZATIONS	\$10/\$20	30% AFTER DEDUCTIBLE
ALLERGY TESTING	\$10/\$20	30% AFTER DEDUCTIBLE
<b>PREVENTIVE SERVICES</b>		
ROUTINE PHYSICAL EXAM (18+)	100%	30% AFTER DEDUCTIBLE
WELL CHILD CARE	100%	30% AFTER DEDUCTIBLE
ROUTINE MAMMOGRAM	100%	30% AFTER DEDUCTIBLE
ROUTINE PAP TEST	100%	30% AFTER DEDUCTIBLE
<b>OUTPATIENT SERVICES</b>		
SURGICAL SERVICES	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE
DIAGNOSTIC SERVICES	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE
EMERGENCY ROOM (EMERGENCY)	\$75 COPAY	\$75 COPAY
SPEECH THERAPY	\$20 PER VISIT	30% AFTER DEDUCTIBLE
PHYSICAL/CHIRO/OCCUPATIONAL	\$20 PER VISIT	30% AFTER DEDUCTIBLE
<b>INPATIENT FACILITY</b>		
SEMI-PRIVATE ROOM & BOARD	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE
MATERNITY	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE
SKILLED NURSING FACILITY	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE
<b>ADDITIONAL SERVICES</b>		
DURABLE MEDICAL EQUIPMENT	10% AFTER DEDUCTIBLE	30% AFTER DEDUCTIBLE

**PRESCRIPTION DRUG BENEFITS**

**PRESCRIPTION DRUG CARD**

**Retail Program:**

Co-pay per prescription—34-Day Supply

Generic.....	\$5.00
Formulary Brand .....	\$10.00
Non-Formulary Brand.....	\$25.00

**Mail-Order Program:**

Co-pay per prescription—90 Day Supply

Generic.....	\$10.00
Formulary Brand .....	\$20.00
Non- Formulary Brand.....	\$50.00

## Layoff Classifications

- A. A1 Account Clerk
- B. B1 Head Cook  
B2 Assistant Cook
- C. C1 Instructor-School Age  
C1 Developmental Specialist  
C2 Instructor Assistant
- D. D1 Registered Nurse  
D2 Licensed Practical Nurse
- E. E1 Physical Development Specialist
- F. F1 School Psychologist
- G. G1 Speech-Language Pathologist

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184-DAY SALARY SCHEDULE EFFECTIVE 2017-18 PROGRAM YEAR FOR EMPLOYEES HIRED ON OR AFTER 5/1/11 ..... 39  
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