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# MASTER AGREEMENT

**BETWEEN**



**AND**

**PORTAGE COUNTY EDUCATORS ASSOCIATION  
FOR THE DEVELOPMENTALLY DISABLED  
UNIT B**

SEPTEMBER 1, 2020 - AUGUST 31, 2023

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## **ARTICLE 1. RECOGNITION**

- A.** The Portage County Board of Developmental Disabilities, hereinafter referred to as the "Board," recognizes the Portage County Educators' Association for the Developmentally Disabled Unit B, 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. B.
- B.** The Bargaining Unit shall include all Service and Support Administrators (SSAs) as defined in ORC 5126.15 and OAC 5123:2-1-11, except 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.\*
- C.** A change in recognition for successor contracts shall be in accordance with Ohio Revised Code 4117.
- D.** 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.
- E.** An "Intermittent Employee" is an employee who works on a casual basis determined by the fluctuating demands of the work.
- F.** An "Interim Appointment" is an appointment for an indefinite period of time, fixed by the length of absence of an employee due to sickness, disability, or approved leave. Such appointment shall continue only during such period of sickness, disability, or approved leave.
- G.** A "Temporary Appointment" is an employee appointment who works for a limited period of time not to exceed six (6) months.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

### **A. ORGANIZATIONAL STRUCTURE**

1. The negotiating teams shall consist of no more than four (4) 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 four (4) 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. AGREEMENT**

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 Board and the Association shall equally share in the cost of printing the Contract in contract form. The Board shall receive at least fifteen (15) copies of said Contract. Forty (40) 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. GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A "grievance" is a complaint alleging a misinterpretation, misapplication or misunderstanding of any provision 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 Unit B 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**

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 must 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, the aggrieved shall present the formal grievance on the attached form (Appendix A) to the Supervisor, with a copy forwarded to the Unit B 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 and the Board Chairperson.

- b. Upon filing of the demand for arbitration, the Association shall contact the Federal Mediation and Conciliation Service ("FMCS") to request a metropolitan panel of seven arbitrators, all of whom shall be members of the National Academy of Arbitrators. The arbitrator shall be chosen by both parties by the alternate strike method, with the first party to strike to be selected by a flip of the coin or by another method mutually agreed to by both parties.
- c. The arbitrator's decision is to be rendered in writing, with copies to the Superintendent, the PCEADD Unit B 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 employee chooses to pursue the action through SPBR and SPBR refuses to hear the appeal, the Grievance Procedure may then be used.

## **ARTICLE 4. RIGHTS**

### **A. ASSOCIATION RIGHTS**

1. The PCEADD Unit B 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.
  - d. Use of building mail and e-mail for distribution of Association materials and announcements.
  - e. Provide to the Unit B President one (1) electronic copy of the Board agenda, the minutes and Board packet 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.

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

1. Deductions will be made two (2) times each month for eight (8) months, beginning in October each year.
2. Annual Authorization Forms designated by the Association will be completed and submitted to the Human Resources Office to authorize payroll deduction by September 15<sup>th</sup>. For those Payroll Deduction Forms which are not submitted to the Human Resources Office by September 15<sup>th</sup> for the sixteen (16) bi-monthly pays as in Item 1, above, the Association

shall submit, no later than the third (3rd) of each month, any of those people who are to be placed on payroll deduction after the first (1st) 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.

3. Members will pay Association dues through payroll deduction. The Association shall submit to the Board the amount to be deducted prior to September 15<sup>th</sup> of each year.
4. The Human Resources Office 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.
5. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide full and adequate legal defense for the Board in any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim or administrative proceeding, including court costs.
6. It is agreed that should *Janus v. AFSCME Council 31* be overturned, the parties will negotiate in good faith regarding a fair share fee provision that is consistent with the law.

### **C. 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 duties, responsibilities and assignments of a Services and Support Administrator in accordance with ORC 5126.15 and OAC 5123:2-1-11.
  - d. To establish all aspects of the program, including special events for students and consumers, 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.

## **ARTICLE 5. LEAVES**

### **A. PROFESSIONAL LEAVE**

1. Full-time employees, upon approval by the Superintendent or his/her designee, may be authorized professional leave during each program year.

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. College Workshops
  - b. Educational Seminars;
  - c. Professional Conferences
2. 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.
  3. Staff members shall be reimbursed for their pre-approved expenses.  
  
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.
  4. No professional days will be granted for employees on days when in-service meetings, Consumer Staffings or IEP Plan Reviews have already been scheduled, except in approved emergencies.
  5. See All-Purpose Leave Form: Appendix D.

### **B. ASSAULT LEAVE**

1. Any employee who is injured as a result of an assault by a consumer 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 48 hours of the incident or assault leave will not be provided.

3. Absent leave days shall not be charged for sick leave or personal leave if all timelines in this section are met. 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 D, 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 consumers.
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 Personal Leave. Sick Leave is not earned for time on unpaid leave of absence, break 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-quarter (1/4) 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 required to complete and submit the All-Purpose Leave Form (Appendix D) 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 7:00 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 may be subject to discipline. 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. SSA employees shall be granted four (4) personal leave days per 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 one hundred sixty (160) days within the program year, exclusive of paid leaves.
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) 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 noncumulative and 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. Any dispute over which employee is entitled to the Personal Leave day will be resolved by the Supervisor on a first-come/first-served basis.
6. No Personal Leave days will be granted employees on days when in-service meetings, consumer staffings, or IEP Plan 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.
7. Minimum use of Personal Leave will be in whole day blocks.
8. See All-Purpose Leave Form: Appendix D.

#### **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. Vacation requests shall be turned in between November 1 and November 30 for the next calendar year. The Superintendent or his/her designee will schedule

vacation requests received by November 30 according to the full-time date of employment with the Board based on the Seniority List posted on October 15. Any vacation requests received at any time other than the time designated above will be scheduled on a first-come/first-served basis. Vacations scheduled and approved shall not be subject to bumping by seniority. Vacation may be used in minimum units of one-quarter (1/4) hour.

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. No more than eight (8) SSAs shall be on vacation and/or leave at any one time. Vacation requests may be turned in any time after January 1. The notice and percentage requirements in this Section may be waived by the immediate supervisor for good cause shown.
5. Accrual of vacation benefits shall be permitted up to three (3) years.
6. 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.
7. Eligible employees shall accrue vacation during their 1<sup>st</sup> year of employment, but will not be entitled to use vacation until completion of their 1<sup>st</sup> year of employment. After the first year of employment, vacation will accrue biweekly.
8. 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.
9. See All-Purpose Leave Form: Appendix D.

#### **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 and an additional six (6) working months, upon request of the employee. The Unpaid Paternity/Maternity/Adoption Leave will run concurrent with any Family Medical Leave (FMLA) as applicable.

2. Application for Leave

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

Any staff member on Unpaid Paternity/Maternity/Adoption 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

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

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

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

**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 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**

The Board shall grant the President of the PCEADD Unit B or his/her designee(s) four (4) paid days of his/her choice per 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 twenty-four (24) hours in advance, except in extenuating circumstances.

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

1. Family and Medical Leave shall be provided in accordance with applicable state and federal law.
2. An employee is required to use any accumulated paid leave concurrently with all FMLA leaves. Employees are not required to use accumulated compensatory time concurrently with FMLA leave but may choose to use compensatory time with any FMLA leave. If the accumulated paid leave 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.
3. The Board shall continue to pay its portion of the existing medical and life insurance premiums for employees on FMLA leave.
4. The employee's seniority shall not accumulate during an unpaid portion of 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 other bargaining unit members.

3. Each employee may donate up to seven and one-half (7.5) sick leave hours per program year to each fellow employee who has exhausted accumulated sick leave.
4. The employee donating the hours must have at least seventy-five (75) hours of sick leave left, 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 6. RIGHTS & RESPONSIBILITIES**

### **A. PERFORMANCE EVALUATIONS**

1. 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
2. The first performance evaluation shall be completed within thirty (30) days of the first half of the probation period. The second evaluation shall be completed within thirty (30) days of the probation period unless the employee is given a probationary removal, in which case the final evaluation will be made at the time of the removal. A probationary removal not accompanied by the appropriate probationary performance evaluation will not be accepted or processed.
3. All bargaining unit employees shall be evaluated once every two (2) years. The evaluation shall summarize the employee's performance since the proceeding evaluation date. Employees shall be evaluated by May 15 of each year.
4. 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 two (2) years cycle.
5. 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.
6. The 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.
7. 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 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.

8. Each employee shall, upon request, be entitled to:
  - a. A review by the employee's rater;  
AND
  - b. A review by the appointing authority or his/her designee.
9. See Appendix B.

**B. 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 Unit A from the school, and one (1) staff member from the administration building appointed by the Association Unit A, and two (2) staff members appointed by the Association Unit B.

**C. CONTRACT YEAR**

1. Contract Year for Service and Support Administrators (SSAs)
  - a. The Service and Support Administrator Program Calendar shall not exceed two hundred forty (240) days per year.

**D. PERSONNEL FILES AND COMPLAINTS**

1. Personnel Files
  - a. 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.
  - b. To the extent that the Board is not specifically required by State Law to provide public access to a staff member's home address, home telephone number, and social security number, 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.

- c. Material concerning a staff member's professional conduct and/or job performance shall be 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.
- d. A staff member shall be permitted to examine his/her file within two days of notification to the Human Resources 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.
- e. 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.
- f. 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 attached to the related material.
- g. 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.
- h. 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.

## 2. Non-Employee Complaints

- a. 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. Any complaints of this nature shall not be recorded in an employee's personnel file. Anonymous complaints shall be discarded.

## **E. PROBATION/REMOVAL/SUSPENSION/REDUCTION**

### **1. Probation**

- a. Purpose: Each employee shall serve a probationary period following his/her original date of hire as a Service and Support Administrator. The purpose of the probationary period is to determine the employee's suitability for the position to which he/she has been hired.
- b. Duration: Probationary period for all Service and Support Administrators shall be fixed at a period of one hundred eighty (180) calendar days from the effective date of hire as a Service and Support Administrator.
- c. Unsatisfactory Performance for Probationary Employees--Removal
  - i. If, following an employee's date of hire as a service and support administrator, his/her services are found to be unsatisfactory, at the sole discretion of the Administration, he/she may be removed at any time during his/her probationary period.
  - ii. 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.

### **2. Corrective Action for All Employees**

- a. No employee shall be disciplined without just cause.
- b. 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. Thereafter, more severe corrective action may be taken to the affected member immediately upon their publication. Immediate corrective action will be taken in cases of serious and/or overt actions.
- c. 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.

- i. All disciplinary investigations and/or any imposition of discipline shall be completed in a speedy manner.
    - d. 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.
    - e. The employee and/or the employer shall have the option to tape record any of the disciplinary proceedings.
- 3. Removal, Suspension and Reduction
  - a. Definitions
    - i. "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.
    - ii. "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.
    - iii. "Reduction" is a change to a classification with a lower base pay range.
  - b. Grounds for Removal, Suspension, and Reduction
    - i. 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.
    - ii. 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.

- iii. 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.

c. Employee Appeal

The employee may appeal an order of removal, suspension of more than three (3) working days, or reduction, to the State Personnel Board of Review (SPBR) as provided in Article 3 (F) (5) and (6). This appeal must be made in writing to the SPBR within ten (10) days of the filing date of the order. 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.

d. Exceptions

- i. 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.
- ii. Written agreement by the employee to a reduction constitutes a waiver of the above procedure.

**F. 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 Unit B 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 employee who applies and is eligible shall be entitled to an interview.
- 2. Within each classification, the assignment shall be determined by the Superintendent.

3. An employee who has a job classification change, but remains in the same position, the position shall not be considered a vacancy.

**G. 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 and with the Unit B 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 and with the Unit B 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 and with the Unit B 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 Unit B 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 and the staff member to be laid off. Notice shall be hand delivered or sent by certified mail, return receipt requested.
3. Agency seniority shall be determined by continuous length of service as a full-time or permanent part-time member in the agency, including approved leaves of absence, or while on the layoff recall list, from the first day worked. If a staff member resigns and is rehired by the Board, seniority shall be counted from the date of first day worked following resignation. If two or more staff members have the same seniority by virtue of the first date of work, then seniority shall be determined by:



- a. Date of appointment;
  - b. Return date of application.
    - i. If the “date of appointment” and the “return date of application” are not available for a staff member, or if two members have identical dates, the tie shall be broken with the flip of a coin.
4. Position seniority shall be determined by continuous length of service as a full-time or permanent part-time member, including approved leaves of absence, or while on the layoff recall list, from the first day worked in the SSA position.
  5. All layoffs shall be according to position seniority. For purposes of position seniority for those bargaining Unit B members who were SSAs on staff on September 1, 2006, the following time worked shall count in the calculation of position seniority:
    - a. Portage DD Case Manager;
    - b. Portage DD Residential Service Coordinator;
    - c. Portage DD Adult Service Coordinator/Program Manager;
    - d. Portage DD Service Support Administrator (Specialist).
  6. The least senior by position seniority shall be laid off first. If there is a tie in position seniority, agency seniority shall determine who is to be laid off first, with the least senior in the agency being laid off first. If there is a tie in agency seniority, the application date(s) of the affected individuals shall be used to determine who is the more senior, with the earlier application date allowing for greater seniority.
  7. 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.
  8. A seniority list shall be given to the Unit B President no later than October 15 of each year. All bargaining unit members shall have ten (10) days to review the list to ensure its accuracy. Any necessary corrections shall be provided in writing to the Association President and the Human Resources Director. A corrected list shall then be provided to the Association President within ten (10) days of the close of the ten (10) day correction period.
  9. 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 position 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 (15) calendar days from the date of mailing of the notice to accept or reject the recall notice. A copy shall be sent to the Unit B 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.

10. 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.

#### **H. 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 Unit B. 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.

#### **I. 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.

## **J. 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 not to exceed Five Thousand Dollars (\$5,000) 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 Developmental Disabilities 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 the SSAs' field of work.
  - c. Courses that are directly related to the attainment of a post-baccalaureate degree in the field of Education, Habilitation, Rehabilitation or Administration.
  - d. Courses that are directly related to the attainment of additional areas of certification as designated by the Ohio Department of Developmental Disabilities.
4. Tuition expenses for courses approved by the Ohio Department of Developmental Disabilities, 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 J and/or the Ohio Department of Developmental Disabilities.
5. Approval for reimbursement of tuition costs associated with courses described in J.3.a, b, c, d 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 grade of B or higher, issued by an accredited institution of higher education, or documentation approved by the Ohio Department of Developmental Disabilities, 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 J.3.a, above, reimbursement shall occur at a rate equal to one hundred percent (100%) of the tuition cost.
  - b. For courses described in J.3.b. above, reimbursement shall occur at a rate equal to seventy-five percent (75%) of the tuition cost.
  - c. For courses described in J.3.c., above, reimbursement shall occur at a rate equal to sixty-five (65%) of the tuition cost.
  - d. For courses described in J.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.
  - a. 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 E.

**K. 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 Unit B. 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 Unit B and the Board.
  - a. The Superintendent shall designate up to three (3) members of the Administration to serve on the Labor/Management Relations Committee. The PCEADD President Unit B shall designate up to three (3) representatives to serve on the Labor/Management Relations Committee. The Superintendent or his/her designee and the PCEADD President Unit B or his/her designee shall chair the Committee on alternate meetings.
3. The Committee shall meet at least every other month unless there are no agenda items for discussion. Either the Board or the PCEADD Unit B 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. Subcommittee(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.

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

1. All employees must show evidence of a tuberculin test, current within thirty (30) days prior to date of employment.
2. A physical or mental examination or tuberculin test or other immunizations required by the Board after date of employment shall be at the Board's expense.
3. The Board shall pay one hundred percent (100%) of the cost of Hepatitis B vaccinations for each employee who desires such.
4. 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 consumers.

**M. 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. Issues that are identified at such meetings shall be resolved in a timely manner.

## **ARTICLE 7. 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.
3. Each paycheck stub will indicate the amount and reason for each deduction.
4. Hourly rate shall be calculated by dividing an employee's annual salary (Article 7.B. Salary) by the number of days times the hours per day specified on the employee's annual salary notice.
5. For any employee who starts working after the beginning of a year, his/her annual salary will be the prorated annual salary. (Article 7.B. Salary)
6. 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.
7. Payroll deductions shall be for what the county auditor allows and upon written authorization from the employee.
8. Association dues and fees shall be deducted as specified in Article 4 (Rights).
9. 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**

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 rate is determined by dividing annual salary on the attached schedules by 1,800 hours.

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. 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 one hundred sixty (160) working days in a program year (September 1 to August 31). Staff automatically advance on the salary schedule and attain experience increments on the salary schedule through annual experience. Any experience credit granted shall not be removed except when granted in error.
4. The Base Salary (1.00 on the Index) will be \$44,500 for the 2020-2021, 2021-2022, and 2022-2023 program years. Employees hired prior to September 1, 2020 will receive a two-step increase at the beginning of the applicable program year up to but not beyond the top step of the scale. Employees hired on or after September 1, 2020 will receive a one-step increase at the beginning of the applicable program year. For employees hired prior to September 1, 2020 to facilitate the transition to the new salary schedule, such employees will be considered for the 2019-2020 program year to have been placed on the step corresponding to the identical salary amount as they had been placed on the old salary schedule for the 2019-2020 program year, and will advance in accordance with the terms of the 2020-2023 Master Agreement. Employees who are at the top step or who are red-circled will receive a \$1,500 lump sum payment to be paid on the first pay date in October of each program year. In no case will an employee receive both a step increase and a lump sum payment in any given year. Any employee currently above the listed salary schedules will be red-circled. These employees will receive a 1.5% bonus above their 2006-07 annual salary in the 2020-2021, 2021-2022, and 2022-2023 program years.
5. The red-circled bonus payments listed in 7.B.4. will be paid the second pay in November 2020 for the 2020-2021 year or 2 pays after contract ratification, whichever is later, and the second pay in November 2021 and 2022.



**C.1. 240-Day Salary Schedule Index for All PCEADD Unit B Employees**

<b>STEP</b>	<b>BA/BS</b>	<b>MA/MS</b>
0	1.0000	1.1000
1	1.0225	1.1250
2	1.0450	1.1500
3	1.0675	1.1750
4	1.0900	1.2000
5	1.1125	1.2250
6	1.1350	1.2500
7	1.1575	1.2750
8	1.1800	1.3000
9	1.2025	1.3250
10	1.2250	1.3500
11	1.2475	1.3750
12	1.2700	1.4000
13	1.2925	1.4250
14	1.3150	1.4500
15	1.3375	1.4750
16	1.3600	1.5000
17	1.3825	1.5250
18	1.4050	1.5500
19	1.4275	1.5750
20	1.4500	1.6000
21	1.4725	1.6250
22	1.4950	1.6500
23	1.5175	1.6750
24	1.5400	1.7000
25	1.5625	1.7250
26	1.5850	1.7500
27	1.6075	1.7750
28	1.6300	1.8000

**C.2. 240-Day Salary Schedule Effective September 1, 2010 BASE: \$44,500**

<u>STEP</u>	<u>BA/BS</u>	<u>MA/MS</u>
0	44,500	48,950
1	45,501	50,063
2	46,503	51,175
3	47,504	52,288
4	48,505	53,400
5	49,506	54,513
6	50,508	55,625
7	51,509	56,738
8	52,510	57,850
9	53,511	58,963
10	54,513	60,075
11	55,514	61,188
12	56,515	62,300
13	57,516	63,413
14	58,518	64,525
15	59,519	65,638
16	60,520	66,750
17	61,521	67,863
18	62,523	68,975
19	63,524	70,088
20	64,525	71,200
21	65,526	72,313
22	66,528	73,425
23	67,529	74,538
24	68,530	75,650
25	69,531	76,763
26	70,533	77,875
27	71,534	78,988
28	72,535	80,100

**C.3.** Service and Support Administrators hired on or after September 1, 2020 will be paid in accordance with the above schedule.

**D. 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 and in accordance with Board policy. Any changes to Board policy affecting the reimbursement of mileage shall be discussed with the Association prior to adoption.

**E. STANDARD WORKDAY AND WORKWEEK**

1. Standard Workday and Workweek for SSAs
  - a. The standard workweek will be thirty-seven and one-half (37-1/2) at the rate of seven and one-half (7½) hours per day as scheduled by the Board, which includes breaks (included elsewhere herein) and a thirty (30) minute lunch. Breaks and lunch periods may not be accumulated or voluntary nonuse of be a reason for the staff member to leave early. There shall be two (2) breaks per day [fifteen (15) minutes], one in the morning and one in the afternoon.
  - b. Should the staff member leave the Board work site during his/her lunch period, it is recognized that he/she is on his/her own time and not on Board business.

**F. HOURS OF WORK—SERVICE AND SUPPORT ADMINISTRATORS**

1. Service and Support Administrators (SSAs) are considered exempt employees under the Fair Labor Standards Act.
2. SSAs shall have a workweek of 37.5 hours per week, 7.5 hours per day. Upon notification to and approval by the supervisor, the workweek may be worked across a flexible schedule to meet the needs of the consumers being supported. SSAs shall be permitted to flex their schedule over a two (2) week period (i.e., a biweekly 75- hour pay period).
3. 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 75 hours. The floor of 75 hours per biweekly pay period must be reached either through time actually worked or a combination of hours worked and utilization of accrued paid leave.
4. There may be biweekly pay periods where a SSA works more than the required 75 hours. For hours worked beyond 75 hours, a SSA may earn and

use, subject to the provisions in F.5. through F.10. compensatory (comp) time. Compensatory time when earned will be at a straight time rate. SSAs will be permitted to earn and accumulate no more than twenty-two and one-half (22.5) hours of comp time during a program year. Once the maximum of twenty-two and one-half (22.5) hours has been reached, the SSA will not accumulate compensatory time for the remainder of the program year.

5. SSAs will not receive paid compensation for any accumulated comp time except at termination of employment (i.e., retirement, resignation, discharge). Paid compensation for accumulated compensatory time will be at the SSA's hourly rate of pay at which it was earned up to the maximum of twenty-two and one-half (22.5) hours.
6. Accumulated comp time, up to the maximum allowable of 22.5 hours, 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.
7. SSAs will submit requests to use accumulated comp time to their supervisor with at least three (3) days' notice. Requests may be denied due to operational concerns and the supervisor may waive the three (3) day notice requirement. Minimum usage of accumulated comp time shall be in one (1) hour increments.
8. SSAs are to record their time daily on a time sheet provided by the administration. This time sheet will be in either a paper or electronic format. The time sheet will be available to the supervisor upon request.
9. When a SSA knows in advance that they are likely to go over their required hours of work during a biweekly pay period (i.e., 75 hours), they must notify their supervisor (either directly or by voicemail, email, 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
10. In the event that additional hours need to be worked beyond the required amount and such need is not known in advance (e.g., an emergency, unavoidable long meeting), the SSA must notify the supervisor within two (2) days (either directly or by voicemail, email, 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 Board's Comp Time Form must be completed for documentation of accumulated time.

**G. SSA ON-CALL PROVISIONS**

1. Each SSA assigned on-call responsibility shall:
  - a. receive a Two Hundred Dollar (\$200.00) stipend;
  - b. receive two (2) additional Personal Leave Days.
2. The stipend shall be paid not later than the end of the month following the on-call duty.
3. Up to two (2) unused Personal Leave days shall be paid during the first paycheck of the successor year at the Service and Support Administrator's then current rate.

**H. 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. Nothing herein is intended to prohibit the Board or its designee from providing additional time off as it deems proper.
4. Any employee required to work said days above shall be paid at the daily rate for each extra day worked.

**I. 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 payment under this provision shall not exceed fifty (50) 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.

## **ARTICLE 8. INSURANCES**

- A.** The following provisions shall outline the provision of insurance benefits to all members of the bargaining unit. If provided by the Portage Area Schools Consortium (PASC), the Board shall continue to make available the Vitality HRA Program through the PASC.
1. Hospitalization and Major Medical
    - a. For all full-time employees, 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 F. The employee shall pay a maximum of twelve percent (12%) of the monthly premium for the 2020-2021 program year, twelve and one-half percent (12.5%) for the 2021-2022 program year, and thirteen (13%) for the 2022-2023 program year.
    - b. As part of this program, the employee is responsible for out-of-pocket expenses as per the insurance plan.
  2. Prescription Drug
    - a. For all full-time employees, the Board shall provide prescription drug insurance coverage as described in Appendix G. The employee shall pay twelve percent (12%) of the single or family monthly premium for the 2020-2021 program year, twelve and one-half percent (12.5%) for the 2021-2022 program year, and thirteen (13%) for the 2022-2023 program year.
  3. Term Life
    - a. For all full-time employees, 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).
  4. Dental
    - a. For all full-time employees, 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 twelve percent (12%) of the single or family monthly premium for the 2020-2021 program year, twelve and one-half percent (12.5%) for the 2021-2022 program year, and thirteen (13%) for the 2022-2023 program year.

5. Vision
  - a. For all full-time employees, the Board shall provide single or family vision insurance. The employee shall pay twelve percent (12%) of the single or family monthly premium for the 2020-2021 program year, twelve and one-half percent (12.5%) for the 2021-2022 program year, and thirteen (13%) for the 2022-2023 program year.
- B. 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.
- C. It is the employee's obligation to notify the Board, within thirty (30) calendar days, of any changes in single or family coverage.
- D. An employee must be in active pay status a minimum of fifty percent (50%) of his/her regularly scheduled workdays each month prior to the Board being obligated to pay its portion of the premium payments the following month, except for employees covered by FMLA. 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.
- E. **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 Public Employees Retirement System (PERS) on behalf of the bargaining unit employees holding membership in either the 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 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 PERS Contribution Procedure in place prior to the effective date of this provision shall be in effect.



## **F. 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 9. WORKING CONDITIONS**

### **A. SMOKE-FREE ENVIRONMENT**

1. 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.)
2. 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 desk and/or locker within his/her work area to store personal belongings and program materials. Staff members assigned a 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 consumers and 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 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. Service and Support Administrators shall project a professional image. The everyday dress standard for SSAs will be business casual.
  - a. On Fridays, the day before holidays and other days designated or as individually approved by the Superintendent or his/her designee, casual dress will be permitted. SSAs who have meetings with persons served and/or their families, service providers, or representatives of

outside agencies or businesses on these days will adhere to the business casual standard. Athletic shoes are not considered business casual.

- b. The following apparel is not to be worn in the workplace: tank/halter tops, midriff tops, t-shirts with graphics, or muscle shirts; clothing with foul language or obscene images, torn clothing, sweat pants or sweat suits, shorts; slippers/rubber flip flops. Leggings should only be worn with a top or dress that is approximately mid-thigh or lower.
  - c. The dress code will be applied consistently and uniformly.
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 consumer data. The administrative personnel shall in no way be responsible for the actions of other personnel.
  7. Refrigerators in each site may be used by staff.
  8. Work areas shall be maintained in a safe condition. Employees shall be responsible for informing management of unsafe conditions.
  9. 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.
  10. SSAs will keep their Outlook calendar up-to-date and accessible by SSA administrative and management staff.

**D. EQUIPMENT**

1. Copy Machine
2. Surge Protectors
3. H.D. Extension Cords
4. Employer-provided computer(s)
5. Employer-provided cell phone (to be used at all times when working away from the office)

The Superintendent shall insure adequate supplies be available for the equipment above. Employees will take reasonable care of Board property and equipment as listed above.

**E. PURCHASING POLICY**

1. All purchases of equipment, materials or supplies requiring the use of Board funds must follow the requisition procedure, with Purchase Orders being issued by the Business Administrator's Office. No staff member is to purchase supplies, materials, or equipment using Board credit, or with the expectation of being reimbursed, unless prior approval from the Superintendent or his/her designee is granted.
2. A copy of an approved or disapproved requisition will be returned to the staff member within two (2) weeks by his/her Immediate Supervisor, and deleted items will be noted. Return of final approved Purchase Orders shall be issued in compliance with the County Auditor's procedures.

**F. ABSENTEEISM REPORTING**

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. The Supervisor shall keep records of compensatory time.

**G. REMOTE WORKING**

1. With the prior approval of his/her supervisor or SSA Director, a non-probationary bargaining unit employee may be permitted to work in locations outside the Board's offices up to four (4) times per month. In order to work remotely, an employee is subject to the following criteria in order to ensure transparency, accountability, and quality customer service.
2. To be eligible to work remotely, an employee must:

- a. Submit to his/her supervisor via email a request to work from home at least three workdays in advance (except in cases of emergency) along with an expected workplan for that day, and receive a response from the supervisor approving the request;
- b. Following supervisory approval, indicate on their posted schedule when and where he/she are working off-site/at home;
- c. Provide his/her supervisor with full access to his/her calendar;
- d. Ensure his/her cell phone is turned on and he/she is accessible via phone and email during all hours he/she is working remotely just as he/she would if working at the Board's offices;
- e. Use only Board-issued equipment to complete all Board-related work except when written permission is expressed by the Superintendent or his/her designee;
- f. Notify his/her supervisor if he/she is leaving his/her home during his/her working time;
- g. Forward his/her office phone to his/her Board-issued cell phone when working at home;
- h. Comply with all agency policies and procedures while working from home;
- i. Not allow working remotely to adversely affect the employee's performance of his/her duties, obligations and responsibilities or to interfere with attendance at staff meetings, training or mentoring, or other work duties and responsibilities that require the employee's on-site presence;
- j. Respond to emails, texts or phone calls in the same time frame as would be typical if he/she was working in the Board's offices;
- k. If called in, be at the Board's offices in a reasonable amount of time;
- l. Have a designated workspace within his/her home or other remote workplace reasonably free of distractions;
- m. Comply with all Board policies and procedures regarding confidentiality and must keep all documents that contain confidential information in a secured, confidential location.

- n. Not use remote work as a substitute for child, adult or pet care. The employee working remotely must continue to make arrangements for child or dependent care to the same extent as if the employee was working at the Board's offices;
  - o. Immediately report to his/her supervisor all work-related accidents and injuries occurring at his/her home office and must acknowledge the Board's right to access the employee's home to investigate an accident or injury that occurred at the employee's home office;
  - p. Immediately report to his/her supervisor and to the I.T. Manager if his/her technology (e.g. cell phone, computer, or internet) are not working properly. If the issue cannot be resolved within sixty (60) minutes and the employee is not able to work productively because of the issue, the employee must report to work at the Board offices to finish his/her workday or request to use vacation time;
  - q. Not hold meetings with third parties at his/her home office;
  - r. Have had an overall rating of satisfactory or better on his/her most recent performance evaluation;
  - s. Have a satisfactory attendance record and have received no formal discipline within the most recent six-month period;
  - t. Not be currently subject to a performance improvement plan;
  - u. Be current on all accountability measures, except where the employee's workplan is to become current on such measures.
3. Employees must maintain the same standards relating to productivity and quality of service whether working remotely or on-site in Board offices. The Board also reserves the right to verify the productivity and quality of service of employees working remotely, including audits to assess, among other things, remote access information (logging in/out) and system access information (e.g. Gatekeeper, DODD portal).
  4. The Board will not be liable for damages to an employee's real or personal property during the course of the employee working at home. Likewise, the Board is not responsible for utility costs, home maintenance, or other costs incurred by employees who work remotely from home.
  5. The Board reserves the right to suspend an employee's eligibility to work remotely for non-compliance with this Section G or due to performance issues, lack of adherence to case-handling guidelines or accountability measures.

- H.** To ensure equitable and reasonable caseloads for SSAs, each SSA will review the intensity of their caseload with their respective supervisor every ninety (90) days. Issues of caseload equity and intensity may also be discussed at Labor-Management Committee meetings.

## **ARTICLE 10. NEGOTIATED AGREEMENT**

- A.** All items of mutual interest have been discussed and agreed upon; and this Master Agreement shall become effective September 1, 2020 and remain in effect until 11:59 P.M., August 31, 2023 except for any 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 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**

**BOARD TEAM**

Date

**ASSOCIATION TEAM**

Date

Board Chief Negotiator

PCEADD Chief Negotiator

**FOR THE BOARD**

**FOR THE ASSOCIATION**

Board President

PCEADD President

**FOR COUNTY COMMISSIONERS**

Date

<u><i>James H. Wilkins</i></u>	<u>10/20/2020</u>	<u><i>J. H. G.</i></u>	<u>10/13/20</u>
<u><i>John Vanetta</i></u>	<u>10-13-2020</u>	<u><i>Cynthia Searls</i></u>	<u>10-16-20</u>
<u><i>[Signature]</i></u>	<u>10-13-20</u>	<u><i>[Signature]</i></u>	<u>10/20/2020</u>
<u><i>[Signature]</i></u>	<u>10-13-2020</u>	<u><i>Kim Cheswell</i></u>	<u>10/21/2020</u>
<u><i>[Signature]</i></u>	<u>10/14/2020</u>		
<u><i>[Signature]</i></u>	<u>10/21/2020</u>		
<u><i>Timothy Moran</i></u>	<u>10-21-20</u>	<u><i>Jennifer Russell</i></u>	<u>10-15-20</u>
	Date		Date
<u><i>Shirna Christian</i></u>		<u><i>Erin Bennett</i></u>	<u>9/17/2020</u>
<u><i>Jackie A. Klein</i></u>			<u>9/17/2020</u>
<u> </u>		<u> </u>	

# 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 UNIT B

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

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/location) \_\_\_\_\_

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 \_\_\_\_\_

ORIGINAL: PAYROLL DEPARTMENT COPY: EMPLOYEE IMMEDIATE SUPERVISOR 9/1/07

# 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 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

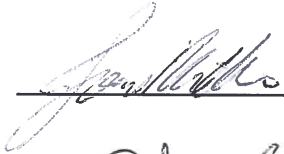
**MEMORANDUM OF UNDERSTANDING**

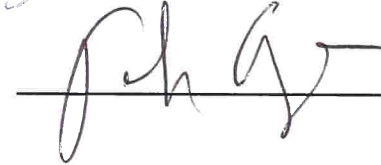
There shall be no reprisals by any member of the Portage County Board of Developmental Disabilities, its administrators, supervisors, or agents against any member of the Association-Unit B, by reason of his/her participation in the strike, support thereof, or in any activity related to the negotiation of the 2017-2020 successor agreement. Further, there shall be no reprisals by any member of the Association-Unit B against any member of the Portage County Board of Developmental Disabilities, its administrators, supervisors, or agents by reason of any activities during the strike.

Should either party charge a reprisal, the charging party must prove the allegation to the evidentiary standard of "clear and convincing."


This no reprisal clause expires on August 31, 2023.


**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
11-11-2020

  
\_\_\_\_\_  
11/19/20

**FOR THE BOARD:**

  
\_\_\_\_\_  
11-23-2020

  
\_\_\_\_\_  
11-19-20

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