



06/02/09  
07-MED-09-0984  
2285-01  
K# 25294

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**COUNTY OF SUMMIT BOARD OF MENTAL RETARDATION  
AND DEVELOPMENTAL DISABILITIES**

**And**

**WEAVER EDUCATION ASSOCIATION I**

**January 1, 2008 – December 31, 2012**

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## ARTICLE I - BARGAINING UNIT

### 101 STATEMENT OF RECOGNITION

The County of Summit, Board of Mental Retardation and Developmental Disabilities (hereinafter "Board" or "Employer") hereby recognizes the Weaver Education Association (I), OEA/NEA hereinafter "WEA I," "Association," or "Union") as the sole and exclusive representative of the Board's employees as hereinafter defined for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

### 102 BARGAINING UNIT DEFINED

Whenever the term "member" or "members" is used in the agreement, it shall mean all employees (full-time, temporary, part-time and substitute) within the bargaining unit as employed by the Board in any of the following classifications:

- A.
  - 1. Vocational Evaluator Assistant
  - 2. Counselor
  - 3. Psychologist
  - 4. Vocational Evaluator
  - 5. Vocational Specialist
  - 6. Preschool Instructor
  - 7. Child Care Specialist
  - 8. After Care Coordinator
  - 9. Before / After Care Program Assistant
  - 10. J.E.T. Trainers\*
  - 11. Mobility Trainer Assistant
  - 12. Calico Assistant
  - 13. Early Intervention Specialist
  - 14. SCTC Instructor
  - 15. Pool Instructor
  - 16. Speech-Language Pathologist
  - 17. Instructor Substitute
  - 18. Assistant Substitute
  
- B. If the Board creates a new job classification during the life of this agreement, which it believes to be includable in the bargaining unit, the Board shall notify the Association and meet with it in an effort to agree upon an appropriate designation. Disagreements over the pay designation will be resolved in accordance with the grievance/arbitration provisions of this agreement.
  
- C. If the Board creates a new job classification during the life of this agreement which it does not believe is includable in the bargaining unit, the Association may petition the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Chapter 4117 to seek the addition of the classification to the bargaining unit.

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\* The position of J.E.T. Trainer is in dispute. The parties agree to allow SERB to decide which unit the position should be in. The grievances related to this position continue to be held in abeyance.

**103 EXCLUSIONS**

The bargaining unit shall not include casual employees, management level personnel, supervisors, confidential employees, members of other bargaining units, or other persons described in ORC 4117.01 (C).

**104 CONTRACTING ASSIGNED WORK**

Work assigned to bargaining unit members shall not be performed by any other persons without the agreement of the Association except:

- A. If necessary due to an emergency;
- B. If necessary due to the unavailability of bargaining unit members pursuant to and in compliance with Article V and only after a good faith effort to find/hire a bargaining unit member;
- C. If necessary to provide training and employment opportunities for consumers so long as bargaining unit members supervise the consumers doing the work.

No bargaining unit member shall suffer a loss of employment, a change of classification or a reduction of hours as a result of subcontracted work.

**ARTICLE II - GRIEVANCE PROCEDURE**

**201 DEFINITION**

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

**202 CLASS ACTION**

"Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

**203** Any extension of timelines must be mutually agreed upon.

**204 RIGHTS OF THE GRIEVANT**

- 1. A grievant may appear on his/her own behalf or may be represented at all steps of this procedure by a designated representative of the Union.
- 2. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the bargaining agent, it may be submitted at Step II described herein.
- 3. The fact that a grievant filed a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process.

4. No reprisals of any kind shall be taken by the Board or any member of the Administration against the aggrieved person, any Union representative, any Grievance Committee member, or any other participant in the Grievance Procedure solely because of their participation in the grievance process. If, in the opinion of a grievant reprisals have occurred, the grievant may initiate a new grievance.
5. If a decision is not appealed within the time limit specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step. If no decision has been rendered by Management within the time limit specified at any step of the procedure, the grievance may be processed to the next step by the union.
6. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

## **205 RIGHTS OF THE UNION**

1. The WEA I has the right to be in attendance at any level of the grievance procedure.
2. The WEA I may file a grievance on its own behalf when such grievance involves the rights of the Union as specified in this Contract. Such grievance shall start at Step II.
3. The Union shall receive copies of all official grievance documents in the processing of all grievances.
4. Grievance forms shall be exhibited within this Contract (Appendix 1) and it shall be the exclusive right of the Union to issue forms to grievants.

## **206 STEP I REVIEW BY THE SUPERVISOR**

1. To assure prompt attention, an employee may file a grievance with his/her supervisor within fifteen (15) working days of the event prompting the problem, or within fifteen (15) working days from the date he/she could reasonably have expected to know of the event prompting the problem.
2. A conference between the grievant and the supervisor to discuss the grievance may be held within ten (10) working days after the grievance has been received by the supervisor. The supervisor shall give his/her written decision to the grievant within ten (10) working days after receipt of the grievance.

## **207 STEP II – REVIEW BY THE LABOR RELATIONS MANAGER**

1. If dissatisfied with his/her supervisor's decision or if no decision has been rendered within the time limits provided, the grievant may submit a written statement within ten (10) working days which shall be reviewed and investigated by the Labor Relations Manager and/or his/her designee.
2. Within ten (10) days after the Labor Relations Manager's receipt of the written appeal, a conference between the grievant, his/her Union representative(s) [no more than two (2)], and representatives of the Board shall be scheduled. A written disposition of the meeting shall be forwarded to the Union President (or designee) and the grievant within ten (10) working days of the meeting.

## **208 STEP III – GRIEVANCE FORUM**

A grievance forum committee consisting of two (2) Union representatives and (2) management representatives will attempt to arrive at a resolution of the issue(s) in dispute.

1. If the grievant is not satisfied with the disposition of the grievance at Step II, he/she shall, within ten (10) working days of the receipt of such decision, submit the grievance, in writing, to the Labor Relations Manager.
2. The Labor Relations Manager shall, within ten (10) working days of the receipt of the appeal, schedule a grievance forum meeting within a reasonable period of time which is mutually convenient to all parties.
3. If the parties are unable to resolve the issue(s) within the grievance forum, the Labor Relations Manager shall issue a written statement to that effect and forward the same to the grievant and the Union President or designee.

## **209 STEP IV - ARBITRATION**

1. If the grievance is not satisfactorily resolved at Step III, it may be submitted to arbitration upon the request of either party. The notice of intent to arbitrate must be submitted in writing to the Labor Relations Manager within ten (10) working days of the action taken on the grievance under Step III of this procedure.
2. The party issuing the notice of intent to arbitrate shall submit a Demand for Arbitration to the American Arbitration Association (AAA) within thirty (30) calendar days of the date on the notice of intent to arbitrate with a copy served simultaneously on the opposing party. Any Demand for Arbitration must be filed within this period or the grievance shall be considered settled with the Step III response. The demand shall request a list of seven (7) arbitrators. Within fifteen (15) working days of the receipt of such list, the WEA I representative and Board representative shall select an arbitrator by alternately striking a name from said list until only one (1) name remains. The parties agree to be governed by the AAA voluntary labor arbitration rules.
3. The arbitrator shall limit his/her decisions strictly to the interpretation(s), application, or enforcement of the specific Article(s) and section(s) of the Contract at issue, and he/she shall not add to, subtract from, or modify any term of this Contract in his/her decision.
4. The arbitrator's written decision resulting from a hearing shall be final and binding on The Board, WEA I, and the grievant. Copies of the award shall be given to the grievant, Superintendent, and WEA I. The award, if in favor of the grievant, shall be promptly implemented by the Superintendent.
5. The cost of services of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room shall be shared equally by the WEA I and the Board. The fee of a court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. Any employee whose attendance is required for such hearing shall not lose any pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

6. Arbitration Alternative Grievances unresolved at Step III can by mutual agreement be submitted to an umpire selected by the parties for final and binding resolution. A hearing shall be promptly scheduled, although the parties may agree to schedule the umpire in such a way as to hear more than one grievance on the same date. Hearings shall be informal, and include a presentation of facts and observations by persons who have first-hand knowledge of the issue, and discussion. When the umpire is satisfied that he/she understands the facts and the issue, the hearing will be concluded. The umpire will issue a written decision within five (5) days. The umpire shall not be discouraged from attempting to mediate the dispute either at the hearing or prior to the due date for the issuance of the decision. The costs of services of the umpire and the fee of the umpire shall be shared equally by the WEA I and the Board.

## **210 DISCIPLINARY ACTIONS**

Verbal reprimands are not arbitrable.

## **ARTICLE III - WORKING CONDITIONS/MEMBER RIGHTS**

### **301 LENGTH OF WORKDAY**

Except as outlined below, the normal workday and workweek for bargaining unit members is a consecutive seven and one-half (7-1/2) hour day, Monday-Friday, between the hours of 8:00 a.m. and 5:00 p.m., including a one-hour lunch break.

- A. 1. Calico Assistant and SCTC Instructor shall work shifts of 7.5 consecutive hours between the hours of 7:00 a.m. and 6:00 p.m., with a one (1) hour lunch per day, Monday through Friday. There shall be a bidding process for these shifts. Bidding shall be by seniority. There shall be two (2) persons appointed by WEA I and two (2) persons appointed by CSBMRDD to monitor and execute the bidding process.

The Board reserves the right to reassign an employee to a different assignment within the same classification on an individual basis, when necessary to meet the needs of persons served. Such reassignment shall not be arbitrary or capricious and no employee shall be reassigned more often than one time in a rolling twelve month period. Exception shall be made if necessary for health and safety reasons. In the event that an employee is reassigned more than one time in a rolling twelve month period due to health and safety reasons, the WEA I President shall be notified prior to the reassignment.

2. The Preschool Instructors, Child Care Specialists and Early Intervention Specialists assigned to a Calico classroom shall work Monday through Friday, 8:00 a.m. to 3:30 p.m. daily with a one (1) hour lunch to be scheduled based on the operational needs of the program.
3. Mobility Trainer Assistants and J.E.T. Trainers shall work 37.5 hours per week with a one (1) hour lunch per day and a schedule of hours necessary to meet the needs of persons served.

4. Early Intervention Specialists not assigned to a Calico classroom, and Speech-Language Pathologists, shall work 7.5 consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with a one (1) hour lunch to be scheduled based on the operational needs of the program.
  5. Pool Instructor shall work up to twenty (20) hours per week with a schedule of hours necessary to meet the operational needs of the program.
  6. Instructor Substitutes and Assistant Substitutes shall work as assigned.
  7. Before / After Care Program Assistants and After Care Coordinator shall work before 8:00 a.m. and after 3: 30 p.m., Monday through Friday.
- B. Exceptions to the hours listed in Paragraph A, will be announced and posted at least four (4) days in advance. For exceptions to work hours given on less than four (4) days' notice, staff may be excused from attendance.
  - C. Calico-based instructional staff shall not leave the building while school is in session without permission from the building administrator or his/her designee. Staff may leave the building for lunch upon notifying his/her supervisor or designee.
  - D. If an employee, the Association President and the Administration agree that it is in the best interest of the persons served for an employee to work a schedule different from that set forth, a written agreement shall be signed by all parties so that the employee's hours may be adjusted for the program year affected.
  - E. In the event that two (2) members from the same job category wish to enter a job-share agreement, the members will request a meeting with their immediate supervisor to develop a plan which will include schedule, benefits, duties, and other applicable information. This proposal will be jointly presented to the superintendent for action.

### **302 LENGTH OF WORK YEAR**

The total number of regularly scheduled workdays for members of the bargaining unit shall be 260/261 days.

### **303 ASSISTANTS**

All Assistants shall have the minimum qualifications required for that position including an Ohio Department of Education (ODE) certificate.

### **304 HEALTH AND SAFETY**

The Board shall provide safe and healthful working conditions for all members of the bargaining unit at each work site and facility in or around which members have assigned responsibilities.

- A. It is the employee's responsibility to immediately report any unsafe or unhealthy work condition to her/his supervisor.
- B. First Aid/CPR/PMT - The Employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. First Aid and CPR instruction as regulated by the American Red Cross shall be provided by the Board.

- C. Notification of Medical Conditions of Persons – Served - The Board shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of persons with disabilities and employee information. The Board shall advise employees of the medical conditions of persons with disabilities served in compliance with applicable laws in order to avoid the risk of infectious and communicable disease to employees and other persons with disabilities and to facilitate the proper care of persons with disabilities served.
- D. Vaccinations - A vaccination will be given to those employees who request a vaccination or who have direct contact with persons served suspected of or diagnosed as having Hepatitis B virus. Any person who refuses to be vaccinated shall sign a waiver, which holds the Board harmless of any liability.
- E. Universal health precaution and instruction will be provided by the Board as required under applicable state statute and applicable Board policy.

### **305 PERSONAL LIFE**

The personal life of members of the bargaining unit shall not be considered an appropriate concern of the Board except as it affects her/his status as an employee of the Board.

### **306 NON-DISCRIMINATION**

It is the continued policy and recognized obligation of the Board and the WEA I that the provisions of this Agreement shall be applied fairly and in accordance with those applicable federal and state employment laws relating to race, color, religion, sex, age, national origin, or physical or mental disorder.

### **307 PERSONNEL FILES**

- A. Personnel files shall contain the following:
  - 1. Name, permanent address, phone and name of person to notify in case of emergency. (Each staff member shall be reasonable for keeping this information up to date.)
  - 2. Job description.
  - 3. Record of permanent or temporary certification or required license.
  - 4. Copies of all personnel action forms.
  - 5. An Annual Performance Evaluation, signed by the employee's Supervisor and signed by the employee, indicating her/his awareness of or concurrence with the evaluation. (Copies of standard evaluation forms are attached as Appendix.)

Employees shall have access to their vacation and sick leave records.

- B. Upon verbal or written request, each member of the bargaining unit shall be granted full access to her/his personnel file within twenty-four (24) hours, and during such examination may be accompanied by a person of her/his choice. If the member so desires, she/he shall be provided with one (1) copy of any item in her/his file, except: references, leave forms, transcripts and evaluations after September 1, 1983. Any additional copies will be paid for by the member.

Any document contained in a personnel file which does not contain the employee's signature may not be used as the basis for discipline or other personnel actions until the employee has been given notice of the existence of the document.

Verbal reprimands shall cease to have any force and effect after twelve (12) months have transpired from the effective date of the reprimand and providing there are no intervening reprimands or suspensions of a similar nature during the previous twelve (12) month period.

Written reprimands and/or suspensions will cease to have force and effect two (2) years after the effective date of the reprimand or suspension, and providing there are no intervening reprimands or suspension during the two (2) year period. Such written reprimands and/or suspensions no longer having force or effect shall be removed from the member's file within ten (10) calendar days following a written request made by the affected member to the Superintendent/Designee.

If inspection of a member's personnel file is related to either the processing of a grievance or the defense of a member at a disciplinary hearing, that member shall be granted access to her/his file on the same day that a request is made; providing telephone notice has been given to the Human Resource Department prior to the intended inspection.

### **308 EMPLOYEE/SUPERVISOR CONFERENCES**

Any member of the bargaining unit shall be permitted a WEA I representative present during any conference(s) regarding and concerning job abolishment, reassignment, transfer, and/or discipline.

### **309 PROBATIONARY STATUS**

- A. The probationary period for employees shall be days in paid status as follows: two hundred forty (240) days for full-time employees; and three hundred (300) days for substitutes.
- B. All probationary employees who complete their probationary period shall have been evaluated at least twice during their probationary periods. The first observation and evaluation shall occur no later than the 120<sup>th</sup> calendar day or halfway through the probationary period, whichever is greater. The final observation and evaluation shall occur no later than ten (10) days prior to the completion of the probationary period.
- C. Employees who move to higher-rated jobs within the bargaining unit shall serve a promotional probationary period of one hundred eighty (180) days in paid status. During the first thirty (30) days of this promotional probationary period the employee may voluntarily request to return to a position in his/her former classification. If the Board finds the employee's service unsatisfactory at any time during this promotional probationary period, it shall return him/her to a position in his/her former classification. This shall be done by either filling an existing vacancy or bumping the least senior employee from her/his previous classification. If such classification no longer exists, the member shall be given a similar classification for which she/he is qualified.
- D. Newly hired employees may be terminated or reduced at any time during their probationary period. Probationary terminations or reductions are not governed by the disciplinary procedures and may not be grieved.

### **310 EVALUATION RIGHTS**

- A.
  1. The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of is/her supervisor as to the quality and quantity of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance. Performance evaluations will be conducted twice during the probationary period of employees promoted to a new position; and at least annually, but not more than twice per work year, with respect to non-probationary employees.
  2. At least five (5) working days prior to an evaluation meeting, the employee's immediate supervisor shall present a draft evaluation to the employee. If the employee wishes, he/she may attach comments to the evaluation at this meeting. The employee shall sign the evaluation to signify his/her review of same.
  3. The Board will continue to use its existing evaluation procedures, criteria, and documents until the completion of revisions to same. In revising said procedures, criteria, and documents, the Board will invite the input of a group that is representative of both staff and management. If any such revisions are developed, the Board will inform and provide copies of same to the Union.
- B. If the employee's performance is indicated as unsatisfactory, a program shall be mutually developed to correct deficiencies. A follow-up evaluation/observation shall occur within two (2) working months of such meeting.

If an employee should fail to participate in the development of the plan of correction, the Employer may develop a plan unilaterally.

### **311 DISCIPLINARY ACTION**

- A. Progressive discipline will be followed by this Agency and its agents. No member shall be disciplined except for just cause. Each member of the bargaining unit shall be afforded a disciplinary conference by her/his Supervisor(s) or designee prior to any disciplinary action being taken against the member. Prior to any such conference, the member shall be told that the conference could result in disciplinary action being taken against the member. The member shall be afforded a fifteen (15) minute conference to confer with the WEA I representative prior to the disciplinary conference.

No member shall be required to participate in a disciplinary conference with her/his Supervisor(s) or designee without a representative of the WEA I or its affiliate present. In the event a WEA I representative is not immediately available, then she/he will be granted twenty-four (24) hours to secure a representative from WEA I or its affiliate organization to accompany her/him during such conference.

When it is evident that the health and safety of persons served or other employees may be jeopardized by lack of immediate disciplinary action, the twenty-four (24) hour period as defined above shall be considered waived by the member; however, the WEA I President or her/his designee shall be relieved of assigned duties to attend the conference.

Discipline shall be issued in a speedy manner and generally no longer than twenty (20) work days after completion of the investigation, unless there are extenuating circumstances.

### **312 STAFF LOUNGE**

Appropriate facilities shall be provided at each and every site for the staff covered within this Agreement, with a lounge that shall meet the following requirements:

- A. It shall be used exclusively as a Staff Lounge for employees.
- B. It shall be closed to students.
- C. It shall be provided with comfortable surroundings.
- D. Staff members shall have a telephone available for outgoing/incoming calls. (The telephone may or may not be located in the Staff Lounge.)
- E. A smoking area for staff shall be established in designated areas outside of Board owned/leased facilities.

### **313 STAFF RATIOS/CLASS SIZE**

- A. The parties agree that the grouping of persons served is the responsibility of the Board. The Board agrees that the determination of class size should be consistent with a review of changes in teaching strategies, student population and shifts, health and safety, financial resources, persons served, and other relevant educational factors, and pursuant to state and federal regulations as they apply.
- B. In the event of any changes in Board policy in regard to staffing, the WEA I President shall be notified as soon as possible prior to each change, and shall have the opportunity to provide input regarding such change.
- C. Each classroom shall have an Assistant assigned for each Instructor.

### **314 CLASSROOM PLANNING TIME**

Planning time shall be allotted to Child Care Specialists, Preschool Instructors, and Early Intervention Specialists assigned to a Calico classroom for the purpose of planning/paperwork. One hundred twenty (120) minutes per week will be allotted for said purpose. Time allotments will be mutually scheduled to facilitate the programmatic needs of the individual students.

### **315 BOARD POLICY AND PROCEDURE MANUAL**

- A. A current and updated manual shall be provided by the Administration to the Association President.
- B. The Association President will be informed by the Administration of any additions, revisions, or deletions of policies and procedures.
- C. No disciplinary action shall be taken against a member for violating policies and procedures that were not provided to the union.

### **316 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. The parties will continue to participate on the Local Professional Development Committee (LPDC) in compliance with Ohio Department of Education LPDC requirements. The committee will be comprised of three (3) representatives for the teachers and two (2) representatives for the Board.
- B. The duties and responsibilities of the committee as previously established by the committee shall continue unless otherwise agreed to by the parties.
- C. The committee members understand it may be necessary to perform their committee duties both during and after the length of their instructional day.

### **317 MAINTENANCE OF CREDENTIALS**

Each employee shall obtain training as required by the State and maintain all credentials, including, without limitation, evidence of registration, certificates or licenses, required as a condition precedent to holding his/her position with the Board.

## **ARTICLE IV - ASSOCIATION RIGHTS**

### **401 UNION DUES**

Each bargaining unit employee shall be free to join or not to join the Union. The Board and the Union agree not to discriminate or take reprisals against any employee in any respect by reason of that employee's:

- A. Membership or non-membership in the Union;
- B. Participation or non-participation in any Union activities; collective negotiations for the Union; and/or any grievance.

### **402 PAYROLL DEDUCTIONS**

- A. The Board will deduct regular monthly dues bi-weekly in the amount certified in writing to the Board by the Secretary/Treasurer of WEA I from the pay of any member who timely executes the Union's Authorization Form.
- B. Payroll deductions shall be made bi-weekly during which an employee is in active pay status. In order to commence checkoff, the authorization card must be submitted to the payroll department by the tenth (10th) day of a month in order to commence deductions for the following month.
- C. Members who complete Dues Deduction Authorization Cards will have their dues deducted. By August 10 of each calendar year, the Union Treasurer shall certify to payroll the status of each bargaining unit member (i.e., Union Member or Fair Share Fee Payer). That status shall remain in full force and effect until the following August 10. Throughout each year, the Union will periodically inform payroll of the status of newly hired bargaining unit members.

- D. The Union agrees that it will indemnify and hold the Board harmless from any and all actions or claims arising out of any action taken or not taken by the Board for the purpose of complying with paragraph 1. above, and assumes full responsibility for the disposition of the dues to be deducted once they have been turned over to the Union.
- E. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement or elects to become a member during the term of this Agreement shall remain a member in good standing, subject to the right of each member to revoke his/her membership at the same time as specified in paragraph 3, above.
- F. On or before September 1<sup>st</sup> of each year the Secretary/Treasurer of WEA I will provide the Payroll Department with a list of all employees paying Union dues through payroll deduction with the amount for each.

**403 FAIR SHARE FEE**

- A. As of the effective date of this Contract or sixty (60) days after being hired, whichever occurs later, any employee covered by this Contract who chooses not to become a Union member shall be obligated to pay the Union a Fair Share Fee in accordance with applicable law. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the union's work in the realm of collective bargaining.
- B. The Fair Share Fee referred to above shall not exceed the amount of regular Union dues.
- C. In accordance with applicable law, the Union has established a written, internal Fair Share Procedure. The union represents to the Board that an Internal Rebate Procedure has been established in accordance with Ohio Revised Code 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the union, and that such procedure and notice shall be in compliance with all applicable State and Federal laws.
- D. The Union retains the right to modify the Fair Share Procedure. All such modifications shall be consistent with applicable law.
- E. Fair Share Fees as described in this provision shall be deducted by the Auditor from the payroll checks of non-member employees and forwarded to the Union Treasurer in the same way that Union dues are forwarded to the Union Treasurer, except that individual written orders for such deductions shall not be required for non-member employees.

- F. Any employee covered by this Contract who has been declared by the State Employment Relations Board (SERB) to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code 4117.09(C) shall not be required to join or financially support the Union as a condition of employment. Any such employees shall be required to pay, in lieu of a Fair Share Fee, an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to the Union written receipts evidencing monthly payments of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or the Fair Share Fee hereunder.
- G. The Union shall indemnify and hold the Board harmless as to any and all claims, demands, costs, suits, or other form of liability which may arise out of any action taken by the Board for the purpose of complying with the provisions of this Contract section.
- H. The Board and the Union will cooperate fully in order to ensure the effective implementation of the Union Fair Share Fee Procedure. The Board shall provide the Union with the name, home address and work location for any employee who is hired by the Board and would fall within the Union's bargaining unit. Such notice shall be provided within one (1) month of hire.

#### **404 NEW STAFF**

The Association President will be notified of all new employees prior to the beginning of the work year and throughout the year.

A WEA I representative will be afforded an opportunity to address new staff during the Orientation Day. This opportunity includes a general meeting and distribution of Association materials.

#### **405 STAFF MEMBERS' STATUS**

Upon request, the WEA I President will be provided with a complete list of staff members in the bargaining unit. Said list will contain names, addresses, telephone numbers, job classifications, and site assignments of each staff member.

An updated listing will be provided throughout the year, upon request. The Association will assume copying costs for any additional copies, thereafter, at the rate of five cents (\$.05) a copy.

Any change in bargaining unit staff members' status will be made available to the WEA I by the Human Resources Department two (2) weeks following Board action, i.e., resignation, termination, transfer, promotion, leave of absence, retirement, or suspension.

#### **406 USE OF SCHOOL FACILITIES**

WEA I officers shall be authorized to use individual school equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment, when such equipment is not otherwise in use.

WEA I use of school buildings shall be authorized provided that:

- A. Request is made and use arranged for in advance, in writing, except in emergency situations.
- B. All equipment will be checked as to condition by the building manager or his/her designee, and the WEA I President prior to its use so that, in the event of damage or breakage, the WEA I will be responsible to repair or replace, at prorated market value.
- C. Supplies in connection with such equipment used will be furnished or paid for by the WEA I.

**407 ANNOUNCEMENTS**

The Association will have the opportunity to make announcements at general staff meetings, helping teacher meetings, and to use the public address system to make announcements before 8:45 a.m. and after 3:00 p.m.

**408 BULLETIN BOARDS**

Authorized representatives of the WEA I shall have the use of a bulletin board in the lounge area at Weaver School and all work sites where members work, where possible.

**409 TELEPHONE**

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

**410 MAILBOXES**

Other than the Board, the Association will be the only authorized unit to place material in staff mailboxes.

**411 INTEROFFICE MAIL**

Association officers and building representatives shall have the reasonable use of the interoffice mail system for distribution of Association material.

**412 PRINTING AND DISTRIBUTION OF CONTRACT**

Within thirty (30) days after this contract is signed, copies shall be printed and distributed to each member of the Association. The expense of printing and distributing two hundred (200) copies of the contract shall be borne equally by the Association and the Board.

**413 COPYING COSTS**

Copies of all documents to which the Association has a legal right, or a right as provided under the terms of this contract, shall be supplied to the Association by the Board unless provided otherwise in this Agreement.

**414 BOARD MEETINGS**

The Association President will receive a copy of all Board meeting minutes and any and all documents and materials related to them at no cost.

**415 ASSOCIATION LEAVE**

The Board shall authorize up to a maximum of ten (10) days per year (September 1 - August 31) to members of the bargaining unit elected to represent the WEA I or chosen to serve on programs or in an official representative capacity at meetings, conferences, or conventions of WEA I or its affiliates. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. To be valid, a request for use of this leave must be submitted by WEA I President to the appropriate Program Supervisor two (2) weeks prior to the requested absence, except in emergency situations where two (2) weeks notification was not possible. Representatives on such leave will incur no loss of salary.

**416 BUDGETS**

Prior to the development of the Board's annual budget, input will be sought by the Immediate Supervisor from program staff.

**417 JOINT LIAISON COMMITTEE**

The Association and the Agency will meet monthly or when otherwise mutually agreeable at a mutually agreed upon time, place and date. The purpose of the meeting(s) shall be to discuss items of interest to the Board, the Association and its membership which are not in process under this Agreement's grievance procedure. No more than five (5) representatives of the Board or the Association shall participate in any one joint labor management committee meeting. By mutual agreement, both parties may periodically have resource person(s) in attendance at any given scheduled meeting.

**ARTICLE V - POSITIONS AND ASSIGNMENTS**

**501 JOB DESCRIPTIONS**

Job descriptions will be developed by the Board, on an annual basis and shall be issued to each member of the bargaining unit if changed by July 1 of each year. If there is no new job description issued by July 1, then the prior year's job description shall apply. The Association shall have the opportunity to provide input, in writing, to new job descriptions and shall be offered the opportunity to meet and confer with the Employer prior to any mid-year (between July 1 and June 30) changes being implemented by the Employer. Members shall not be responsible for duties inconsistent with issued job descriptions on what is proper for their area of certification and/or classification.

If the employee's job description is in conflict with this Agreement, the Agreement shall prevail.

The WEA I President shall be given a copy of all job descriptions for all members of the WEA I bargaining unit.

Upon written request from WEA I, the Board will negotiate the effects of changes in job descriptions.

**502 VACANCY/POSTING/SENIORITY**

- A. An encumbered vacancy is a job opening held by a member on any approved leave of absence to which the incumbent is expected to return.
- B. An unencumbered vacancy is a job opening to which the incumbent is not expected to return because of resignation, retirement, dismissal, disability leave, or because it is a new position.

**503 VACANCY/POSTING/SENIORITY (ENCUMBERED)**

All encumbered vacancies of up to twelve (12) months duration shall be filled by Board assignment.

**504 VACANCY/POSTING/SENIORITY (UNENCUMBERED)**

- A. Unencumbered vacancies shall be filled by a job posting procedure. When the Board determines it needs to fill such a vacancy, the Board shall post the opening in the teachers' lounge and at all satellites within five (5) days of the vacancy which the Board intends to fill.
- B. The posting shall list the position's title, program level, location (school, workshop, community, multiple), hours, minimum qualifications and salary. It shall be posted on the bulletin board in each facility for seven (7) full working days following the day it was posted.
- C. Vacancies shall be filled on the basis on MR/DD experience, education, license, certification, and seniority as defined in Section 507:
  - 1. Bidding into Unencumbered Vacancies Within Classification: The employee who applies for and meets the qualifications for the vacancy and is the most senior of like applicants shall receive the position as a transfer.
  - 2. Bidding into Unencumbered Vacancy Within Classification which was initially filled by assignment: In the event a position within a classification is initially filled by assignment as an encumbered vacancy and the position subsequently becomes an unencumbered vacancy, the employer may retain the employee who was initially assigned to the encumbered vacancy to preserve continuity; provided, the vacancy was filled initially by an employee from within WEA I or WEA II. Otherwise, the vacancy must be posted in accordance with 504.C.4.
  - 3. Bidding into Unencumbered Vacancies Outside of Classification:
    - a. In the event no bargaining unit member from within the same classification as that posted applies, then other non-substitute bargaining unit members and substitute bargaining unit members hired prior to August 1, 2008 who apply and meet the qualifications for the position will be considered. Such bargaining unit members will be ranked by bargaining unit seniority and shall be offered the position in that order.

- b. A bargaining unit member who accepts an offer to move laterally or downward (to a lower-rated job) to an unencumbered vacancy shall receive the position for a trial period of no less than thirty (30) work days and no more than sixty (60) work days. After the 30th work day in the position, the employee may be disqualified from the position upon the supervisor's recommendation. If an employee is disqualified, the next highest ranked eligible bargaining unit applicant shall be offered the position, and so on, following the above procedure. The disqualified employee shall return to a position in his/her former classification. If such classification no longer exists, the employee shall be given a position in a similar classification for which she/he is qualified. Disqualification shall not be appealable through either the grievance procedure or the State Personnel board of Review. During a trial period, the Board may fill the vacancy created by the move in accordance with Section 503 above.
4. Hiring From Outside the Bargaining Unit: In the event there is no bargaining unit member who is awarded the position under paragraphs 1, 2, and 3 above, the position may be filled by a substitute employee or an outside candidate. The Employer shall hire an applicant who meets the qualifications and who is determined to be most qualified by the Employer.
5. Employees laid off in accordance with Section VI, 611 of this contract, are not eligible to apply for positions under 504(C) 3 and 4 above.
- D. An employee shall be eligible to fill no more than one (1) unencumbered Vacancy in any twelve (12) month period, unless the Board, in its sole discretion, determines that it is the Board's best interest to waive this restriction.
- E. The Board shall furnish the Association President with a copy of all postings. In the event the Board decides not to fill a vacancy, the Association President shall be so notified.
- F. Bargaining Unit Seniority shall be defined as the date an employee began working in the bargaining unit (except those that were hired prior to the signing of this contract).

## **505 SUPPLEMENTAL CONTRACTS**

All extracurricular positions will be posted, along with a general description of the responsibilities associated with the position.

All members accepting positions for extracurricular activities shall be given a written contract which shall be signed by the member and the Board prior to any services being rendered.

The written contract shall stipulate the following:

- A. Position contracted.
- B. Total compensation to be paid.
- C. Members accepting an assignment for the full school year shall receive payment on a pro-rated basis.
- D. Members accepting seasonal assignments shall receive payment upon completion of contract.
- E. Starting and completion dates of duties.
- F. Upon completion of the contract, members shall submit to their program supervisor verifiable documentation that the contract is completed and that she/he will no longer be performing those specific duties in that school year.

**506 SUBSTITUTES**

- A. When members are absent from their job assignments, a substitute may be assigned to fill the positions during the member's absence, whenever possible.
- B. Substitute vacancies shall be treated as encumbered vacancies and filled by Board appointment.
- C. A substitute list shall be constructed to include any and/or all qualified personnel of CSBMR/DD who wish to substitute at Weaver School and/or satellites.
- D. The Board will make a concerted effort to secure substitutes.
  - 1. The Board may temporarily fill or use substitutes to fill vacancies in the classifications Calico Assistant and Before / After Care Program Assistant based on the operational needs of the Board with individuals outside of WEA I bargaining unit who meet the qualifications of the positions.
  - 2. Individuals working in the positions in (D)(1) above shall be compensated in accordance with the rate of pay under the parties' contract.
  - 3. Individuals working in the positions in (D)(1) above will not become members of the WEA I bargaining unit, will not be required to pay union dues to WEA I, and WEA I will not have any obligation to represent them.

**507 SENIORITY**

Seniority shall be defined as continuous year, months, and days of service as an employee of the County of Summit Board of Mental Retardation and Developmental Disabilities, including time spent on approved leave of absence.

**508 TEMPORARY ASSIGNMENTS OUTSIDE THE BARGAINING UNIT**

An employee may accept a temporary assignment with the Board outside the bargaining unit without suffering any loss of seniority, provided the employee returns to the bargaining unit within one (1) year of accepting said assignment.

**ARTICLE VI – LEAVES/LAYOFFS/REINSTATEMENT RIGHTS**

**601 SICK LEAVE**

- A. Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. For members who are paid semi-monthly, sick leave shall be credited at intervals corresponding to the pay period, at a rate equivalent to four and six-tenths (4.6) hours for eighty (80) hours of service.

- B. If illness or disability continues past the time covered by earned sick leave, the member shall be granted a leave of absence, subject to Board approval. If a leave is granted and illness or disability continues past expiration of the leave, a disability leave shall then be granted.
- C. Sick leave shall be granted to a member only, upon approval of the Board, for the following reasons:
1. Illness or injury of the member or a member of her/his immediate family. (In case of a member of the immediate family not living in the same household, the Board may credit sick leave when it believes it is justified, but such cases should be carefully investigated.)
  2. Death of a member of her/his immediate family (sick leave usage limited to five [5] working days).
  3. Medical, dental, or optical examination or treatment of member or a member of her/his immediate family.
  4. If a member of the immediate family is afflicted with a contagious disease, or requires the care/attendance of a member; or when, through exposure to a contagious disease, the presence of the member at her/his job would jeopardize the health of others.
  5. Pregnancy and/or childbirth and other conditions related thereto, including adoption.

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 other person who stands in place of a parent (loco parents).

- D. The current and updated sick leave accumulation for each member of the bargaining unit shall be accurately noted on the member's paycheck stub at the end of each pay period. When available from the County Auditor.
- E. Abuse of Sick Leave: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit and that the employer should attempt to stop any abuse by use of the discipline procedures.
1. Application for sick leave with the intent to defraud, and/or absence without notice, shall be grounds for disciplinary action which may include dismissal.
  2. In the event than an employee develops a pattern of sick leave usage that causes the Employer to believe that there has been abuse of sick leave, the following shall apply. Instances which constitute a pattern use of sick leave are set forth below, but do not include the following: bereavement leave, approved leaves of absence pursuant to this Article, Family and Medical Leave (FMLA) or workers' compensation leave.

- a) Abuse shall be defined as five (5) or more occurrences of any of the reasons or combination of any of the reasons listed below (1) – (6) within a rolling year:
- (1) Calling off before and/or after a scheduled day off (scheduled days off do not include an employee's non-workdays);
  - (2) Calling off before and/or after a holiday as defined in the contract;
  - (3) Calling off immediately after overtime worked;
  - (4) Calling off on an inservice day;
  - (5) Calling off late; and
  - (6) Calling off on days when vacation or other forms of discretionary leave was denied.

b) Abuse shall also be defined as:

- (1) Five (5) or more occurrences of calling off or leaving early without having scheduled it in advance on one specific day of the week within a rolling year;
- (2) Use of unauthorized vacation, personal leave or leave without pay in lieu of sick leave. (This does not include vacation, personal leave or leave without pay that is approved through the normal approval process.)

3. If an employee is determined to have abused sick leave either by accumulating five (5) or more occurrences as listed in 2.a.(1) – (6) or by committing the offense listed in 2.b.(1) – (2), the employee shall be subject to discipline in the following progressive order:

Verbal reprimand  
Written reprimand  
Suspension(s) of progressive length(s)  
Termination

Each subsequent offense (or 5 offenses of 2.a.(1) – (6)) within a rolling year shall subject the employee to further progressive discipline.

The progression of discipline in Article III shall not apply to sick leave abuse.

F. Any employee who has perfect attendance each quarter (quarters are defined as: January through March; April through June; July through September; October through December) shall receive two hours extra pay. Employees who have perfect attendance all year shall receive a total of 10 hours extra pay including the eight hours they earned for perfect attendance during each quarter. The extra pay earned through perfect attendance shall be paid in February of the year following when it is earned.

On an annual basis, employees may convert accumulated but unused sick leave to cash. Each hour of sick leave may be converted to cash at the rate of fifty percent of its then current value. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year. Payment will be made to each employee in the last paycheck which reflects payment for that calendar year. There is no limit to the amount of accrued but unused sick leave which may be converted.

## **602 BEREAVEMENT**

Bereavement Leave shall be granted up to two (2) days with pay not to be deducted from Sick Leave for a member of the immediate family as defined in 601-Sick Leave Definition. If additional days are needed, a member may use up to five (5) additional days under 601. In addition, leave up to two (2) additional days shall be allowed as Leave of Absence Without Pay with Superintendent/Designee approval.

## **603 DISABILITY LEAVE**

- A. When a member of the bargaining unit becomes physically incapacitated for performance of her/his position, the Board shall, at the request of such member, transfer her/him to a vacant position or lower grade which she/he has the ability to fill.
- B. When the member becomes physically incapacitated for the performance of the duties of her/his position and does not request transfer to a position of lower grade, or is physically incapacitated for the performance of the duties of any position, she/he shall receive a "Personal Leave", provided her/his disability continues beyond her/his accumulated sick leave rights, and provided the procedures established in this rule are followed. Personal leave under this rule shall continue for a period of up to six (6) months, but may be granted only upon the presentation of evidence as to probable date on which the member will return to the same or similar position. When a member's incapacitation exceeds six (6) months, she/he shall receive a "Disability Leave", provided her/his disability continued beyond her/his accumulated sick leave rights and any personal leave to which the member is entitled, and provided the procedure established in this rule is followed. This provision does not preclude the granting of disability leave if a date for return to work cannot be stated by the member.
- C. If the Board desires to give a disability leave, an examination shall be conducted by a licensed physician mutually agreed between the Association and the Board. The cost of such examination shall be paid by the Board. If the member is hospitalized or institutionalized upon expiration of accumulated sick leave rights-and any personal leave which has been granted, the disability leave may be given without examination.
- D. A member who has been given a disability leave shall have the right to be reinstated to the same or similar position as she/he held at the time of her/his disability leave within thirty (30) days after written application for reinstatement and after passing an examination made by a licensed physician mutually agreed between the Association and the Board showing that she/he has recovered from such disability. Such application for reinstatement shall be filed within three (3) years from the date of such disability leave. Cost of such examination shall be paid by the member. If the member has been granted disability retirement, the examination shall be conducted by a licensed physician designated by the Public Employees Retirement Board.

- E. Any member who has been given a disability leave shall retain health, dental, prescription, and life insurance benefits for the first three (3) month period during which the Board will continue to make its usual contribution toward these benefits.
- F. The Board and the Association agree that they will meet to discuss any requests for reasonable accommodation by disabled employees, and any other obligations, pursuant to the Americans with Disabilities Act.

#### **604 OCCUPATIONAL INJURY**

Each bargaining unit employee is eligible. All full-time and regular part-time employees must be physically incapacitated by an attack physically initiated by a person served by the Board during such time as the employee is lawfully carrying out the assigned duties of her/his position. Employees must be physically unable to work and the injury verified by the employee submitting an incident report. The employee must also secure a physician's statement which verifies the date of occurrence of the injury and the probable date of return to work. Such employee shall be paid her/his regular rate of pay while securing necessary medical treatment and, if necessary, during the period she/he is disabled as a result of such injury, but in no case to exceed four (4) working days. Payment according to this section shall not be charged to the employee's accumulation of sick leave credit.

#### **605 MATERNITY/PATERNITY/ADOPTION LEAVE**

- A. An employee who is a biological mother or father may request and may be entitled to a leave without pay for child care reasons for up to six (6) months to begin within six (6) months of the date of birth of his/her biological offspring.
- B. An employee who is adopting a child may request and may be entitled to a leave of absence without pay for child care reasons for up to six (6) months to begin within six (6) months of the receipt of custody.
- C. Paternity/adoption/child care leave must be submitted in advance in writing to the Superintendent or his/her designee for approval.

#### **606 UNPAID LEAVE**

Upon written request approved by his/her supervisor and the Superintendent/Designee, a member of the bargaining unit may be granted up to six (6) months unpaid leave of absence for personal reasons of the member. Upon the expiration of the leave, the employee shall be returned to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.

#### **607 EDUCATIONAL LEAVE**

Upon written application, Educational Leave may be granted to staff members who are pursuing higher educational studies which are related only to programs for the mentally retarded and/or other Board-related programs.

Bargaining unit members who have five (5) or more continuous years of service may be considered more favorably upon application. Educational Leave may be granted for a maximum of two (2) years, if such leave would result in benefit to the Agency.

A transcript of satisfactory completion of coursework must be submitted to the Human Resources Department after each quarter or semester.

Any leave denied by the Agency will be subject to a written response as to the reason for the denial.

#### **608 PROFESSIONAL LEAVE**

The Board recognizes the importance of on-going professional growth and development activities. A group that is representative of both staff and management will be designated to establish an annual professional growth and development plan; a six-thousand-dollar (\$6,000.00) fund will be established for use by WEA I bargaining unit members to support in full or part the implementation of this plan. The fund allocation may be used to: arrange for consultants, sponsor individuals to attend relevant conferences, support inservice materials/supplies, etc.

1. Personal requests for professional development leave must be submitted at least four (4) weeks prior to the leave. (The Professional Development Committee may recommend that this requirement be waived.) The request shall specify the meeting, training, visitation, etc. and the benefit to be obtained by such activity and the estimated costs.
2. In addition to committee approval, requests for professional development leave which may or may not require the use of substitutes, must be pre-approved by the Superintendent/Designee.
3. Upon return from or completion of the professional development activity, the staff member shall file a report with the Professional Development Committee.
4. All expenses (except cost of substitutes) shall be paid from the Professional Development fund. Reimbursement of expenses shall be according to Board Policy and Procedures.

#### **609 CERTIFICATION LEAVE**

The Board will schedule at least three (3) days of inservice and staff development annually. Training hours will be requested for all staff either through the State Department of Education Continuing Education Unit (CEU) credits or approved Ohio Department of Mental Retardation/Developmental Disabilities credits.

#### **610 LAYOFF AND SENIORITY**

- A. If the Board deems it necessary to reduce the number of employees in classifications covered by this agreement, prior to instituting layoff procedure, the Superintendent shall notify the union of the potential layoff(s). The parties shall meet in an effort to agree upon an alternate job classification within the bargaining unit for which the affected individual(s) are qualified.
- B. In the event layoff(s) become necessary due to lack of work, lack of funds, job abolishment or reasons specified by State Authority, the employee with the least amount of seniority in the bargaining unit within such classification will be laid off first.
- C. Bumping shall be allowed as set forth in this section.

1. Upon receipt of a layoff notice, a bargaining unit member shall have ten (10) days to notify the Director of Human Resources in writing of her/his intent to bump.
  2. A bargaining unit member with greater bargaining unit seniority may bump a less senior bargaining unit member who is the least senior bargaining unit member in an equal paying classification for which she/he meets the qualifications. If there is no position in an equal paying classification for which she/he is qualified, she/he may bump the least senior bargaining unit member in a lesser paying classification.
  3. If the bargaining unit member has difficulty in performing the job duties in the new position, the parties shall meet in an effort to agree upon an alternative job classification within the bargaining unit for which the affected individual is qualified.
  4. A bargaining unit member may choose voluntary lay-off over bumping without jeopardizing her/his lay-off and/or recall rights.
- D. In recalling employees to a classification, the Superintendent will first recall the employee with the most seniority in the bargaining unit in the classification.
  - E. If two (2) or more employees had the same seniority date, relative seniority shall be determined by lot.
  - F. The member(s) on layoff shall have the right of recall for thirty-six (36) months from the date of layoff. Laid off employees may refuse to accept a lower rated position, part time or temporary employment without jeopardizing his/her recall status.
  - G. The Superintendent shall make a best effort to fill all vacancies from the layoff list before hiring from outside the bargaining unit.

## **611 COURT LEAVE**

- A. The Board shall grant court leave at the regular rate of pay to any employee who (a) is summoned for jury duty by a court of competent jurisdiction; or (b) is subpoenaed to appear for the employer for any reason, before any court, commission, board or other official proceedings.
- B. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours, shall be remitted by an employee to the payroll officer for transmittal to the County Auditor.
- C. Any employee who is appearing before a court or other legally constituted body in a matter in which she/he is a party may be granted leave of choice (vacation, personal, or request leave without pay with the approval of the Superintendent/Designee). Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

## **612 MILITARY LEAVE**

- A. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.
- B. Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.
- C. Employees must apply for military leave in advance by completing an Application for Leave form and submitting it with a copy of their orders for approval.
- D. An employee who is called to perform service in the uniformed services because of an executive order is entitled, during the period designated in the order, to a leave of absence and to be paid, during each monthly pay period of said leave of absence, the lesser of the following:
  - a. The difference between the employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month;
  - b. Five hundred dollars (\$500.00)
- E. An employee receiving payment pursuant to paragraph three above shall continue to accrue sick leave credit and vacation leave credit at the rate he/she was accruing as an employee for the duration of the executive order.
- F. Upon expiration of the military leave, the employee shall be returned to his/her former classification and pay status or a similar classification if his/her former classification no longer exists.

## **613 REINSTATEMENT RIGHTS**

Upon returning from an approved leave of absence the affected employee shall be reinstated to his or her classification held prior to the leave.

If such classification no longer exists, the member shall be given a similar classification for which she/he is qualified.

## **614 PAID PERSONAL LEAVE**

- A. The Board agrees to grant full-time employees three (3) days of personal leave each contract year. These days are not cumulative and cannot be carried beyond the end of the allotted period.

- B. Employees hired during the contract year shall have personal leave prorated to the nearest whole hour. This will be done by dividing the number of work days remaining in the year by 260 and multiplying the quotient by the number of hours of personal leave the employee would receive for the whole year. The product is then rounded to the nearest whole hour.
- C. Personal leave must be used in not less than one-quarter (1/4) hour increments.
- D. For employees in classifications that require substitute coverage, requests for personal leave must be made forty-eight (48) hours in advance except for emergencies. Requests will be made via the current leave application procedure.
- E. Personal leave requests must be made to the immediate supervisor. If operational needs require the limitation of the number of bargaining unit members who can be off, the member with the most seniority will be given first choice. The Board reserves the right to limit the number of members permitted to be on personal leave at any one time where the efficiency and operational needs of the program will be disrupted.
- F. An employee member who is absent due to illness or injury and who has exhausted her/his sick leave must use any accumulated paid personal leave time before she/he may be granted leave without pay.

**615 COORDINATION WITH THE FAMILY AND MEDICAL LEAVE ACT**

The Board shall provide eligible employees up to twelve (12) weeks of paid or unpaid leave during a rolling twelve (12) month period for specific qualifying events in compliance with the Family and Medical Leave Act of 1993.

**ARTICLE VII – SALARY/FRINGE BENEFITS**

**701 PLACEMENT ON SALARY SCHEDULE**

Upon being hired for any full-time permanent position, staff members shall be given service credit on the salary schedule as follows:

- A. Newly hired employees will be given full credit for each year of comparable experience working with MR/DD to a maximum of five (5) steps credit (Step 6).
- B. Newly hired certified instructors and specialists will be given one-half (1/2) credit for each year of experience as an instructor assistant working for the Board, to a maximum of two (2) steps credit (Step 3).
- C. Newly hired instructor assistants will be given full credit for each year of experience working as a direct services provider with MR/DD persons, to a maximum of five (5) steps credit (Step 6). Transportation employees shall receive one-half (1/2) credit on the salary schedule for each year of experience as a bus driver or attendant.
- D. Newly rehired members who are hired into the same classifications shall receive their prior year's service with the Board without limit or credit in accordance with A, B, or C above, whichever is greater.

- E. Employees who are hired from WEA I into WEA II or from WEA II into WEA I shall move step-for-step to the new salary schedule. Employees who are hired from WWSA into WEA I or WEA II, or from WEA I or WEA II into WWSA, shall not move step-for-step to the new schedule but shall suffer no loss of pay if the employee's new position requires the same level of education as the former position. The maximum hourly increase an employee may receive under this section is 10%. There shall be no retroactive application of this section.

## **702 EDUCATION REQUIRED**

Bargaining unit members shall be paid on the salary range appropriate for the level of education required for their classification. Members paid on an MA range and employed as of November 20, 2008, shall remain on an MA range so long as they remain in the same classification. Members employed as of November 20, 2008 who are paid on a BA range shall be eligible for movement to an MA range provided they provide evidence of enrollment in an appropriate master's program no later than December 12, 2012.

## **703 PAYCHECKS**

- A. All members of the bargaining unit shall be paid on a twenty-six (26) equal pay period or bi-weekly basis effective January 1 of each contract year.
- B. All employees shall be paid by direct deposit.
- C. In the event an employee's check contains an error due to a payroll mistake, the employee shall contact the Payroll Department by 11:00 a.m. in order to get a corrected check on the same day, only if the error exceeds \$50.00, otherwise the correction will be made in the following paycheck.

## **704 SALARY SCHEDULE**

See attached Index and Salary Schedules.

- A. 2008: All bargaining unit members (except substitutes) receive a lump sum payment equal to 3% of their 2007 salary, to be paid on February 6, 2009.
- B. Effective January 1 of 2009, 2010, 2011, and 2012, base increase of 0.75%.
- C. Effective January 1 of 2009, 2010, 2011, and 2012, each employee who is eligible shall advance one step on the index.
- D. Salary cap on the Assistant schedule: Effective January 1 of 2009, 2010, 2011, and 2012, bargaining unit members at the top step of the Assistant salary schedule shall receive a 2% bonus on his/her salary in lieu of a pay increase. As the index rises, it shall absorb those employees who are capped. In the year the employee is absorbed, he/she shall receive the lesser of a 2% bonus, or the raise necessary to increase their pay to the top step.

Employee bonuses shall be payable as follows:

- 50% paid in a lump sum in the first pay of July in the year due; and
- 50% paid in a lump sum in the first pay of January of the following year.

- E. Effective January 1 of 2009, 2010, 2011, and 2012, each employee who was at the top step of the Associate Degree, BA, BA+C, MA, or MA+C schedule the year prior shall receive a total increase of 3.25%, in lieu of a base increase and step movement. Each such employee shall then receive a 3.25% total increase each year thereafter for the duration of this Agreement.

**705 EXTRA DUTIES FOR EXTRA PAY**

The following standard salaries have been determined for the following positions:

Local Professional Development Committee (LPDC)	2009	\$1606.80
	2010	\$1655.00
	2011	\$1704.65
	2012	\$1755.79

**706 SUBSTITUTE PAY**

The daily rate of pay for substitutes shall be as follows:

Effective January 15, 2009:	Instructors: \$87.55,	Assistants: \$66.95
1/1/2010	\$90.18	\$68.96
1/1/2011	\$92.88	\$71.03
1/1/2012	\$95.67	\$73.16

**707 AVAILABILITY OF SUBSTITUTES**

- A. Substitutes are to work at least seventy-five percent (75%) of the times called for work. Response rate will be reviewed quarterly each contract year. Substitutes who have failed to work seventy-five percent (75%) of the times called in any quarter will be removed from the Board's employ.
- B. Section 311 does not apply to a removal under this section of the contract.

**708 OVERTIME/COMPENSATORY TIME/FLEX TIME**

- A. Overtime will be administered in compliance with the Fair Labor Standards Act. Non-exempt employees shall be paid at the rate of time and one-half or shall be granted compensatory time at the rate of time and one-half for all time worked in excess of forty (40) hours per week. Compensatory time must be used within one hundred twenty (120) days of accrual or payment will be made for such compensatory time automatically at the next regularly scheduled pay. The maximum amount of compensatory time which may be accrued shall be forty (40) hours. Any hours in excess of forty (40) hours shall be paid at the next regularly scheduled paycheck. Approval must be obtained before compensatory time may be used. Compensatory time must be used in increments of one-quarter (1/4) hour.
- B. Overtime-exempt employees who work a flexible work schedule may accumulate flex time on an hour-for-hour basis for hours worked in excess of seventy-five (75) hours in any bi-weekly pay period. All such time must be reported in the bi-weekly payroll in which it was worked and the Payroll Department shall maintain a flex time record for each eligible employee. Leave forms must be submitted to use flex time.
  - 1. Seventy-five (75) hours is the maximum amount of flex time that can be accumulated by an eligible employee in any calendar year.

2. Flex time must be used within the calendar year. Any unused amount will be forfeited at the end of the calendar year or upon termination of employment. Flex time accrued during the month of December shall be carried to the next calendar month and must be used by January 31 of that year. Any remaining unused time will be forfeited at the end of the calendar year or upon termination of employment.
  3. Flex time cannot be converted into a cash payment.
  4. Supervisory approval must be obtained before a work schedule may be flexed and flex time used, except for emergencies which must be reported within forty-eight (48) hours.
  5. Flex time must be used in increments of one-quarter (1/4) hour.
- C. An employee shall not be required to first use flex time in lieu of other paid time off for which the employee would otherwise be eligible.

**709 MILEAGE REIMBURSEMENT**

The rate of reimbursement per mile for staff members of the County of Summit Board of Mental Retardation and Developmental Disabilities shall be no less than the per mile rate established by the Internal Revenue Service (IRS).

**710 DAMAGED PERSONAL PROPERTY**

If any bargaining unit member's personal property is damaged beyond repair or destroyed by persons served, the Board will, upon proper documentation, pay up to a maximum replacement value as set forth below:

a.	Shirts or blouses	\$35.00
b.	Pants, trousers, skirts	\$45.00
c.	dress	\$90.00
d.	coat	\$110.00
e.	eyeglasses, frames, lenses	cost
f.	sweater	\$60.00
g.	accessories (hat, gloves, scarf)	\$35.00
h.	shoes	\$75.00
i.	repair of jewelry	\$70.00
j.	items or equipment used to provide services (e.g. calculator, toys, hearing aid repair, tools, etc.) as approved by the Superintendent.	cost

## **711 PERS/STRS DEDUCTION**

The Agency approves the concept of PERS/STRS deduction prior to the withholding of state and federal taxes, if the County Payroll Department has the capability of providing this service.

## **712 RETIREMENT/SEVERANCE PAY**

- A. Any employee, at the time of separation, shall be eligible to receive a cash payment equal to the value of fifty percent (50%) of her/his accumulated but unused sick leave credit.
- B. The calculation of sick leave shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of separation. Excluded from such calculations shall be shift differentials, all premium payments, regularly scheduled overtime, and all other forms of additional or supplemental compensation.
- C. Sick leave pay shall be given only to those members who have given the Employer written notice, on such forms as may be prescribed, sixty (60) days prior to the date of separation.
- D. The receipt of sick leave pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the member at the time of separation. The payment of sick leave pay shall be made only once to any employee.

## **713 LIFE INSURANCE**

- A. The Employer shall provide term life insurance in the amount of forty thousand dollars (\$40,000) to each employee who works 25 hours or more each week at the Employer's expense.
- B. Employees who work 25 hours or more each week shall have the option to purchase at their own expense, up to an additional one hundred thousand dollars (\$100,000.00) at the group rate. Payment for purchased life insurance shall be through individual payment or payroll deduction. Authorization for payroll deduction must be made by December 1<sup>st</sup> of each year.

## **714 HEALTH BENEFITS**

The Board shall provide group hospitalization, medical and dental benefits for all full-time employees. For the calendar year 2004 the Employer will continue to provide the benefits in effect at the cost in effect on January 1, 2004. By September of 2004, the Committee will recommend a schedule of insurance benefits for 2005. In years 2005 and 2006 the Committee described below shall recommend the package of insurance benefits for years 2006 and 2007, respectively.



## 715 VACATION

- A. Vacation leave shall be granted to full-time employees after six (6) months of service in this bargaining unit as follows:
- Two (2) weeks paid vacation will be accrued each year by all employees with less than five (5) years' service; three (3) weeks vacation will be accrued each year for more than five (5) years, but less than ten (10) years' service; four (4) weeks vacation will be accrued each year for more than ten (10) years, but less than fifteen (15) years' service; and five (5) weeks vacation will be accrued each year for fifteen (15) or more years' service.
- B. Vacations will be scheduled at such time as shall be mutually agreeable to the employee and her/his supervisor. The Board, however, reserves the right to limit the number of employees that will be on vacation at any one time because of operational requirements.
- C. If and when operational needs require the limitation of the number of full-time employees on vacation, the employee with the most seniority will be given first choice.
- D. An employee member who is absent due to illness or injury and who has exhausted her/his sick leave must use any accumulated vacation time before she/he may be granted leave without pay.
- E. Vacation credit is accumulated to a maximum of that earned in three (3) years of service, at the accrued vacation rate for which the employee is eligible. Credit in excess of this maximum will be eliminated from the employee's vacation leave balance.
- F. Part-time, substitute, and temporary service is counted for the purpose of determining length of service, but an employee must be working on a full-time basis for a period of six (6) months or thirteen (13) bi-weekly pay periods to actually use vacation.
- G. Upon separation of service, an employee is entitled to compensation for any earned but unused vacation credit past the time of separation. However, no payment will be made to employees having less than one (1) year of service. Vacation payment made in such event will be at the hourly rate of pay in effect at the date of termination.
- H. Years of service for purposes of determining vacation credit shall be calculated by adding the number of days worked by an employee and dividing that number by 260. The quotient shall represent years of service for which vacation leave is granted in accordance with paragraph A above.
- I. On an annual basis, employees may convert accumulated but unused sick leave to vacation. Each hour of sick leave may be converted to vacation at the rate of 25%. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year. This sick leave conversion may result in no more than five (5) days of vacation to be used in the next calendar year. Such vacation will be posted in January of the following year.

## **716 HOLIDAYS**

A. The following will constitute paid holidays for the full-time employees in this unit:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

Effective upon ratification of this Agreement, there shall be a winter holiday break consisting of five (5) consecutive work days off, exclusive of Christmas Day and New Year's Day. This break is intended to extend the Christmas holiday.

- B. Holidays falling on a Sunday shall be observed on the following Monday; in the event that any of the aforesaid fall on Saturday, the Friday immediately preceding shall be observed as the holiday.
- C. Holidays will be observed on the days set forth in Paragraph A and B above unless otherwise changed by mutual agreement.

## **717 CALAMITY DAYS**

Status of closing shall be designated as follows:

1. If the Agency is closed due to weather or other calamity, bargaining unit members shall not be required to report to work.
2. Closed days shall take precedence over other previously scheduled paid time off.

# **ARTICLE VIII – DRIVER POLICY AND CRIMINAL BACKGROUND CHECKS**

## **801 DRIVER POLICY**

1. Employees who are required to travel in the community in either their own or a Board-owned vehicle for work-related purposes must either maintain a valid driver's license or arrange for transportation. The Board may verify annually (for those individuals who drive) that these individuals hold a valid driver's license and maintain liability insurance in accordance with 4509.01 of the ORC.

2. Should an employee lose his/her driver's license, the Board shall not be required to provide any light duty accommodation. Any employee who loses his/her license or becomes uninsurable shall either arrange for transportation or be subjected to an unpaid involuntary leave of absence for cause for up to six (6) months or until such time that the employee obtains a valid driver's license and becomes insurable, if that is sooner.
3. CSBMRDD employees who are required to operate a Board or personal vehicle for work-related purposes as defined in section (1) are required to use the vehicle's occupant restraint system.
4. Employees shall not be required to transport clients.

## **802 CRIMINAL BACKGROUND CHECKS**

The Board agrees to follow ORC 5126.28.

## **ARTICLE IX – CAMERAS**

The primary purpose of cameras in the workplace is to ensure the safety of clients, employees, visitors, and property. Cameras will not be used to monitor employees on a regular basis. Data gathered by cameras shall not serve as the sole basis for disciplinary action. Any data gathered by a camera and used in a disciplinary matter may be used by either party to the extent allowed under applicable law.

## **ARTICLE X – CELL PHONES**

The Employer shall pay each employee required to carry a cell phone for business purposes and who are required to be available by cell phone during negotiated work hours a reimbursement stipend in the amount of \$55 per month.

## **ARTICLE XI – NEGOTIATION PROCEDURE**

### **1101 DEFINITIONS**

1. Issues of bargaining shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Contract.
2. "Days" -- For purposes of this Article XI, the term "days" shall mean calendar days unless otherwise indicated.
3. "Good Faith" -- All discussions shall be in "good faith", meaning both parties pledge that they shall consider all issues submitted to the discussion procedure with intent to reach agreement on a total package.

4. "Negotiations" means conferring and exchanging thoughts and ideas by the Board through its designated representatives and the WEA I through its designated representatives for the purpose of reaching an agreement.
5. "Tentative Agreement" means that as subjects of negotiations between the negotiating teams are agreed to, said agreement shall be reduced to writing and initialed by the designated representative of each team. Such initialing shall not be construed as a final agreement between the representatives until all items have been so initialed.
6. "Caucus" -- Either negotiating team, upon giving notice to the other team, may go into caucus at any time during the negotiating sessions.

## **1102 PROCEDURE**

1. Negotiations for a successor Contract may be initiated by a Notice to Negotiate from one party to the other of intent to negotiate a successor Contract. Such notice shall be given no sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Contract. A copy of the Notice to Negotiate shall be filed by the initiating party with the State Employment Relations Board (SERB).
2. Upon receipt of the Notice to Negotiate, the receiving party will respond within five (5) calendar days, will acknowledge the receipt of the Notice to Negotiate, and will name the representative to contact concerning arrangements for establishing the initial negotiating session.
3. The first negotiating session will be held within thirty (30) days of the Notice to Negotiate. During the negotiating period, either party may offer modifications or amendments to the Contract, regardless of whether that party served the Notice to Negotiate under this Article.
4. Conducting Negotiations
  - a. The Association and the Board shall each select its own negotiating team. The Association team will include not more than six (4) individuals who are employed by the Board and one (1) non-employee representative of the Association or five (5) individuals who are employed by the Board. The negotiating team for the Board will include not more than six (5) members. The Association and the Board will exchange in writing the names of their authorized negotiating team representatives. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.
  - b. In the event that either the Board or the Association plans to bring any additional resource people to a negotiating session, at least twenty-four (24) hours notice of such intention shall be made known to the other party. In no event will either party be entitled to have more than seven (6) persons, inclusive of resource persons, at any negotiating session.
  - c. Negotiation sessions will be conducted as frequently as the parties determine necessary. The time, place and date for negotiating sessions will be established by mutual agreement. If either party is unable to attend the scheduled session, at least twenty-four (24) hours notice of said intention shall be given to the other party except in emergency situations.

- d. In the event the parties agree to a starting time for any session commencing prior to the end of the work day, it is agreed that the Board will compensate up to four (4) Association negotiating employees by providing them time off their regularly scheduled work to participate in the contract negotiations at the bargaining table without loss of pay. However, in such event, the Association team will include not more than four (4) employee members and one (1) non-employee representative. In no event shall either party be entitled to have more than six (6) persons, inclusive of resource persons, at the negotiating table.
- e. Each side is responsible for taking its own notes during negotiations. No mechanical records of the session will be permitted.
- f. All negotiating sessions shall be in Executive Session, meaning: only members of the negotiating teams, resource persons as provided for in this procedure, and others as mutually agreed to between the negotiating teams shall be in the room in which the negotiating session is being held.
- g. The Board and the Association agree to provide the other, upon request, with pertinent information in areas that may be discussed during the negotiating period.

5. Agreement

- a. Within thirty (30) days (unless both teams agree to an extension) after tentative agreement has been reached on the entire Contract, said Contract shall be reduced to writing and submitted to the Association for ratification. If ratified by the Association, within thirty (30) days (unless both teams agree to an extension), the proposed contract shall be submitted to the Board for its adoption at the next regularly scheduled Board meeting or special Board meeting.
- b. Once the Contract has been ratified by both parties, it shall be signed by the Board Chairperson and the Association President. A properly executed copy shall be sent by the Association to SERB within thirty (30) days.

6. Disagreement

- a. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session.
- b. The parties may submit, at any time prior to the expiration date of this Contract, all unsettled issues in dispute to mediation. The parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and SERB that the issues in dispute are being submitted to mediation and request a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS shall be the sole dispute resolution procedure of these parties.
- c. In the event the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Contract, the exclusive representatives shall have the right to proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code. During this ten (10) day period after the expiration of the Contract, either party may request continuation of mediation and negotiations.

**1103 MISCELLANEOUS**

1. At the conclusion of each session, both teams shall agree to a time, place and date for the following session(s).
2. All proposals for negotiations shall be submitted by the parties at the first meeting. No new issues shall be submitted thereafter except by mutual agreement. All proposals and counter proposals shall be submitted in writing.
3. Any amendment or agreement supplemental herein shall not be binding upon either party unless executed in writing and ratified by both parties hereto. The terms and conditions of this written Contract shall supersede any prior agreements, whether written or oral. Neither party shall be bound to any past practice that is not reduced to writing and made a part of this Contract.

**ARTICLE XII – EFFECTS OF CONTRACT**

**1201 CONFORMANCE**

The County of Summit, Board of Mental Retardation/Developmental Disabilities shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practices, then the terms of this contract shall prevail.

**1202 LENGTH OF CONTRACT**

This contract shall be in effect for five (5) years beginning at 12:01 a.m. January 1, 2008 and shall remain in full force and effect until 12:00 midnight, December 31, 2012.

**1203 CONSISTENCY WITH LAW**

If any provision of this contract shall be found to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

When it can be documented by either party that any provision of the contract is so contrary to law, negotiations shall be reopened within ten (10) days for purposes of devising language to put the agreement into proper compliance.

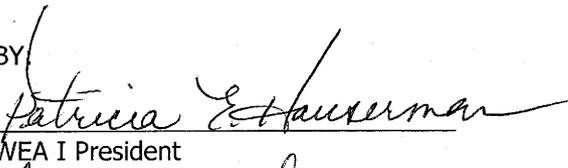
**1204 AGREEMENT**

This agreement is entered into on the 15<sup>th</sup> day of April, 2009, between representatives of the Weaver Education Association I (WEA I) and the County of Summit Board of Mental Retardation and Developmental Disabilities (CSBMR/DD). All previous sections not changed or revised will remain in full force and effect for the duration of this contract.

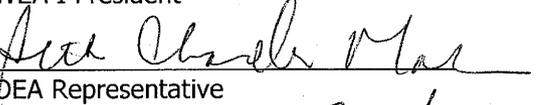
COUNTY OF SUMMIT BOARD OF MENTAL  
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DISABILITIES

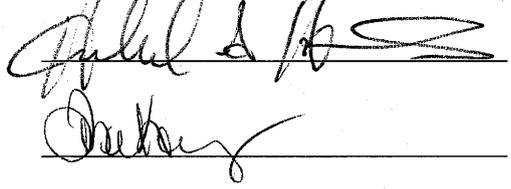
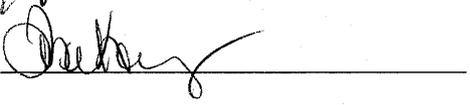
WEAVER EDUCATION ASSOCIATION I (WEA I),  
OEA/NEA

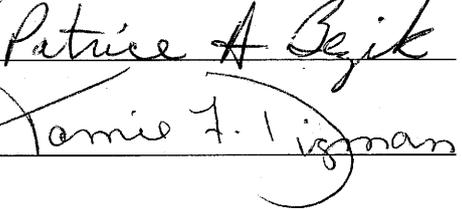
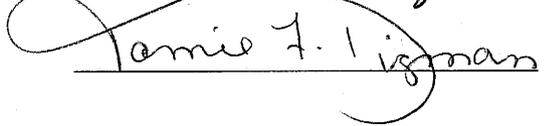
BY:   
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Board President

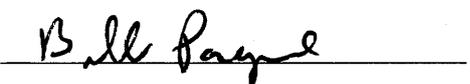
BY:   
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WEA I President

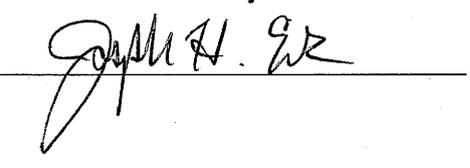
  
\_\_\_\_\_  
Superintendent

  
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OEA Representative

  
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Base  
\$35,483.2

Step	Associate				Associate				Step	Associate				
	Assist.	Degree	BA	BA+C	MA	MA+C	MA	MA+C		Assist.	Degree	BA	BA+C	MA
0									0					
1	0.74	0.777	1	1.0403	1.07	1.1			1	\$26,257.57	\$27,570.45	\$35,483.20	\$36,913.17	\$37,967.02
2	0.76625	0.8046	1.0358	1.0783	1.1103	1.1425			2	\$27,189.00	\$28,549.78	\$36,753.50	\$38,261.89	\$39,395.93
3	0.7925	0.832	1.0716	1.1163	1.1505	1.185			3	\$28,120.44	\$29,522.02	\$38,023.80	\$39,610.61	\$40,824.84
4	0.81875	0.8597	1.1074	1.1543	1.1908	1.2275			4	\$29,051.87	\$30,504.91	\$39,294.10	\$40,959.32	\$42,253.75
5	0.845	0.8873	1.1432	1.1923	1.2311	1.27			5	\$29,983.30	\$31,484.24	\$40,564.39	\$42,308.04	\$43,682.66
6	0.87125	0.915	1.179	1.2304	1.2714	1.3125			6	\$30,914.74	\$32,467.13	\$41,834.69	\$43,656.76	\$45,111.57
7	0.8975	0.941	1.2148	1.2684	1.3116	1.355			7	\$31,846.17	\$33,389.69	\$43,104.99	\$45,005.47	\$46,540.47
8	0.92375	0.97	1.2506	1.3064	1.3519	1.3975			8	\$32,777.61	\$34,418.70	\$44,375.29	\$46,354.19	\$47,969.38
9	0.95	0.9975	1.2864	1.3444	1.3922	1.44			9	\$33,709.04	\$35,394.49	\$45,645.59	\$47,702.90	\$49,398.29
10	0.97625	1.0251	1.3222	1.3824	1.4324	1.4825			10	\$34,640.47	\$36,373.83	\$46,915.89	\$49,051.62	\$50,827.20
11	1.0025	1.0526	1.358	1.4204	1.4727	1.525			11	\$35,571.91	\$37,349.62	\$48,186.19	\$50,400.34	\$52,256.11
12	1.02875	1.0965	1.3938	1.4584	1.513	1.5675			12	\$36,503.34	\$38,907.33	\$49,456.48	\$51,749.05	\$53,685.02
13	1.055	1.1165	1.4296	1.4964	1.5532	1.61			13	\$37,434.78	\$39,616.99	\$50,726.78	\$53,097.77	\$55,113.93
14	1.08125	1.1365	1.4654	1.5344	1.5935	1.6525			14	\$38,366.21	\$40,326.66	\$51,997.08	\$54,446.49	\$56,542.83
15	1.1075	1.1565	1.5012	1.5724	1.6338	1.695			15	\$39,297.64	\$41,036.32	\$53,267.38	\$55,795.20	\$57,971.74
16	1.13375	1.1765	1.537	1.6105	1.6741	1.7375			16	\$40,229.08	\$41,745.98	\$54,537.68	\$57,143.92	\$59,400.65
17	1.16	1.1965	1.5728	1.6485	1.7143	1.78			17	\$41,160.51	\$42,455.65	\$55,807.98	\$58,492.64	\$60,829.56
18	1.18625	1.2165	1.6086	1.6865	1.7546	1.8225			18	\$42,091.95	\$43,165.31	\$57,078.28	\$59,841.35	\$62,258.47
19	1.2125	1.2365	1.6444	1.7245	1.7949	1.865			19	\$43,023.38	\$43,874.98	\$58,348.57	\$61,190.07	\$63,687.38
20	1.23875	1.2565	1.6802	1.7625	1.8351	1.9075			20	\$43,954.81	\$44,584.64	\$59,618.87	\$62,538.79	\$65,116.28
21	1.265	1.2765	1.716	1.8005	1.8754	1.95			21	\$44,886.25	\$45,294.30	\$60,889.17	\$63,887.50	\$66,545.19
22			1.7518	1.8363	1.9112	1.9858			22			\$62,159.47	\$65,157.80	\$67,815.49
23			1.7876	1.8721	1.947	2.0216			23			\$63,429.77	\$66,428.10	\$69,085.79
24			1.8234	1.9079	1.9828	2.0574			24			\$64,700.07	\$67,698.40	\$70,356.09

Base  
\$35,749.3

Step	Associate				Associate				Step	Associate				Step	Associate					
	Assist.	Degree	BA	BA+C	MA	MA+C	MA	MA+C		Assist.	Degree	BA	BA+C		MA	MA+C	Assist.	Degree	BA	BA+C
0									0											
1	0.74	0.777	1	1.0403	1.07	1.1			1	\$26,454.50	\$27,777.22	\$35,749.32	\$37,190.02	\$38,251.77	\$39,324.25					
2	0.76625	0.8046	1.0358	1.0783	1.1103	1.1425			2	\$27,392.92	\$28,763.90	\$37,029.15	\$38,548.85	\$39,691.40	\$40,843.60					
3	0.7925	0.832	1.0716	1.1163	1.1505	1.185			3	\$28,331.34	\$29,743.43	\$38,308.97	\$39,907.68	\$41,131.02	\$42,362.94					
4	0.81875	0.8597	1.1074	1.1543	1.1908	1.2275			4	\$29,269.76	\$30,733.69	\$39,588.80	\$41,266.51	\$42,570.65	\$43,882.29					
5	0.845	0.8873	1.1432	1.1923	1.2311	1.27			5	\$30,208.18	\$31,720.37	\$40,868.62	\$42,625.34	\$44,010.27	\$45,401.64					
6	0.87125	0.915	1.179	1.2304	1.2714	1.3125			6	\$31,146.60	\$32,710.63	\$42,148.45	\$43,984.18	\$45,449.90	\$46,920.98					
7	0.8975	0.941	1.2148	1.2684	1.3116	1.355			7	\$32,085.01	\$33,640.11	\$43,428.27	\$45,343.01	\$46,889.52	\$48,440.33					
8	0.92375	0.97	1.2506	1.3064	1.3519	1.3975			8	\$33,023.43	\$34,676.84	\$44,708.10	\$46,701.84	\$48,329.15	\$49,959.67					
9	0.95	0.9975	1.2864	1.3444	1.3922	1.44			9	\$33,961.85	\$35,659.95	\$45,987.93	\$48,060.67	\$49,768.77	\$51,479.02					
10	0.97625	1.0251	1.3222	1.3824	1.4324	1.4825			10	\$34,900.27	\$36,646.63	\$47,267.75	\$49,419.50	\$51,208.40	\$52,998.37					
11	1.0025	1.0526	1.358	1.4204	1.4727	1.525			11	\$35,838.69	\$37,629.73	\$48,547.58	\$50,778.33	\$52,648.02	\$54,517.71					
12	1.02875	1.0965	1.3938	1.4584	1.513	1.5675			12	\$36,777.11	\$39,199.13	\$49,827.40	\$52,137.17	\$54,087.65	\$56,037.06					
13	1.055	1.1165	1.4296	1.4964	1.5532	1.61			13	\$37,715.53	\$39,914.12	\$51,107.23	\$53,496.00	\$55,527.27	\$57,556.41					
14	1.08125	1.1365	1.4654	1.5344	1.5935	1.6525			14	\$38,653.95	\$40,629.10	\$52,387.05	\$54,854.83	\$56,966.90	\$59,075.75					
15	1.1075	1.1565	1.5012	1.5724	1.6338	1.695			15	\$39,592.37	\$41,344.09	\$53,666.88	\$56,213.66	\$58,406.52	\$60,595.10					
16	1.13375	1.1765	1.537	1.6105	1.6741	1.7375			16	\$40,530.79	\$42,059.07	\$54,946.70	\$57,572.49	\$59,846.15	\$62,114.44					
17	1.16	1.1965	1.5728	1.6485	1.7143	1.78			17	\$41,469.21	\$42,774.06	\$56,226.53	\$58,931.32	\$61,285.77	\$63,633.79					
18	1.18625	1.2165	1.6086	1.6865	1.7546	1.8225			18	\$42,407.63	\$43,489.05	\$57,506.36	\$60,290.16	\$62,725.40	\$65,153.14					
19	1.2125	1.2365	1.6444	1.7245	1.7949	1.865			19	\$43,346.05	\$44,204.03	\$58,786.18	\$61,648.99	\$64,165.02	\$66,672.48					
20	1.23875	1.2565	1.6802	1.7625	1.8351	1.9075			20	\$44,284.47	\$44,919.02	\$60,066.01	\$63,007.82	\$65,604.65	\$68,191.83					
21	1.265	1.2765	1.716	1.8005	1.8754	1.95			21	\$45,222.89	\$45,634.01	\$61,345.83	\$64,366.65	\$67,044.27	\$69,711.17					
22			1.7518	1.8363	1.9112	1.9858			22			\$62,625.66	\$65,646.48	\$68,324.10	\$70,991.00					
23			1.7876	1.8721	1.947	2.0216			23			\$63,905.48	\$66,926.30	\$69,603.93	\$72,270.83					
24			1.8234	1.9079	1.9828	2.0574			24			\$65,185.31	\$68,206.13	\$70,883.75	\$73,550.65					

2010

Step	Associate				Step	Associate				Step	Associate					
	Assist.	Degree	BA	BA+C		MA	MA+C	MA	MA+C		Assist.	Degree	BA	BA+C	MA	MA+C
0					0					0						
1	0.74	0.777	1	1.0403	1.07	1.1				1	\$26,652.91	\$27,985.55	\$36,017.44	\$37,468.94	\$38,538.66	\$39,619.18
2	0.76625	0.8046	1.0358	1.0783	1.1103	1.1425				2	\$27,598.36	\$28,979.63	\$37,306.86	\$38,837.97	\$39,989.08	\$41,149.93
3	0.7925	0.832	1.0716	1.1163	1.1505	1.185				3	\$28,543.82	\$29,966.51	\$38,596.29	\$40,206.99	\$41,439.51	\$42,680.67
4	0.81875	0.8597	1.1074	1.1543	1.1908	1.2275				4	\$29,489.28	\$30,964.19	\$39,885.71	\$41,576.01	\$42,889.93	\$44,211.41
5	0.845	0.8873	1.1432	1.1923	1.2311	1.27				5	\$30,434.74	\$31,958.27	\$41,175.14	\$42,945.03	\$44,340.35	\$45,742.15
6	0.87125	0.915	1.179	1.2304	1.2714	1.3125				6	\$31,380.19	\$32,955.96	\$42,464.56	\$44,314.06	\$45,790.77	\$47,272.89
7	0.8975	0.941	1.2148	1.2684	1.3116	1.355				7	\$32,325.65	\$33,892.41	\$43,753.99	\$45,683.08	\$47,241.19	\$48,803.63
8	0.92375	0.97	1.2506	1.3064	1.3519	1.3975				8	\$33,271.11	\$34,936.92	\$45,043.41	\$47,052.10	\$48,691.62	\$50,334.37
9	0.95	0.9975	1.2864	1.3444	1.3922	1.44				9	\$34,216.57	\$35,927.40	\$46,332.83	\$48,421.13	\$50,142.04	\$51,865.11
10	0.97625	1.0251	1.3222	1.3824	1.4324	1.4825				10	\$35,162.03	\$36,921.48	\$47,622.26	\$49,790.15	\$51,592.46	\$53,395.85
11	1.0025	1.0526	1.358	1.4204	1.4727	1.525				11	\$36,107.48	\$37,911.96	\$48,911.68	\$51,159.17	\$53,042.88	\$54,926.60
12	1.02875	1.0965	1.3938	1.4584	1.513	1.5675				12	\$37,052.94	\$39,493.12	\$50,201.11	\$52,528.19	\$54,493.31	\$56,457.34
13	1.055	1.1165	1.4296	1.4964	1.5532	1.61				13	\$37,998.40	\$40,213.47	\$51,490.53	\$53,897.22	\$55,943.73	\$57,988.08
14	1.08125	1.1365	1.4654	1.5344	1.5935	1.6525				14	\$38,943.86	\$40,933.82	\$52,779.96	\$55,266.24	\$57,394.15	\$59,518.82
15	1.1075	1.1565	1.5012	1.5724	1.6338	1.695				15	\$39,889.31	\$41,654.17	\$54,069.38	\$56,635.26	\$58,844.57	\$61,049.56
16	1.13375	1.1765	1.537	1.6105	1.6741	1.7375				16	\$40,834.77	\$42,374.52	\$55,358.81	\$58,004.29	\$60,295.00	\$62,580.30
17	1.16	1.1965	1.5728	1.6485	1.7143	1.78				17	\$41,780.23	\$43,094.87	\$56,648.23	\$59,373.31	\$61,745.42	\$64,111.04
18	1.18625	1.2165	1.6086	1.6865	1.7546	1.8225				18	\$42,725.69	\$43,815.22	\$57,937.65	\$60,742.33	\$63,195.84	\$65,641.78
19	1.2125	1.2365	1.6444	1.7245	1.7949	1.865				19	\$43,671.15	\$44,535.56	\$59,227.08	\$62,111.35	\$64,646.26	\$67,172.53
20	1.23875	1.2565	1.6802	1.7625	1.8351	1.9075				20	\$44,616.60	\$45,255.91	\$60,516.50	\$63,480.38	\$66,096.68	\$68,703.27
21	1.265	1.2765	1.716	1.8005	1.8754	1.95				21	\$45,562.06	\$45,976.26	\$61,805.93	\$64,849.40	\$67,547.11	\$70,234.01
22			1.7518	1.8363	1.9112	1.9858				22			\$63,095.35	\$66,138.83	\$68,836.53	\$71,523.43
23			1.7876	1.8721	1.947	2.0216				23			\$64,384.78	\$67,428.25	\$70,125.96	\$72,812.86
24			1.8234	1.9079	1.9828	2.0574				24			\$65,674.20	\$68,717.67	\$71,415.38	\$74,102.28

Step	Associate				Step	Associate				Step	Associate					
	Assist.	Degree	BA	BA+C		MA	MA+C	MA	MA+C		Assist.	Degree	BA	BA+C	MA	MA+C
0					0					0						
1	0.74	0.777	1	1.0403	1.07	1.1				1	\$26,852.80	\$28,195.44	\$36,287.57	\$37,749.96	\$38,827.70	\$39,916.33
2	0.76625	0.8046	1.0358	1.0783	1.1103	1.1425				2	\$27,805.35	\$29,196.98	\$37,586.67	\$39,129.25	\$40,289.00	\$41,458.55
3	0.7925	0.832	1.0716	1.1163	1.1505	1.185				3	\$28,757.90	\$30,191.26	\$38,885.76	\$40,508.54	\$41,750.30	\$43,000.77
4	0.81875	0.8597	1.1074	1.1543	1.1908	1.2275				4	\$29,710.45	\$31,196.42	\$40,184.86	\$41,887.83	\$43,211.60	\$44,542.99
5	0.845	0.8873	1.1432	1.1923	1.2311	1.27				5	\$30,663.00	\$32,197.96	\$41,483.95	\$43,267.12	\$44,672.90	\$46,085.21
6	0.87125	0.915	1.179	1.2304	1.2714	1.3125				6	\$31,615.55	\$33,203.13	\$42,783.05	\$44,646.41	\$46,134.20	\$47,627.44
7	0.8975	0.941	1.2148	1.2684	1.3116	1.355				7	\$32,568.09	\$34,146.60	\$44,082.14	\$46,025.70	\$47,595.50	\$49,169.66
8	0.92375	0.97	1.2506	1.3064	1.3519	1.3975				8	\$33,520.64	\$35,198.94	\$45,381.24	\$47,404.99	\$49,056.80	\$50,711.88
9	0.95	0.9975	1.2864	1.3444	1.3922	1.44				9	\$34,473.19	\$36,196.85	\$46,680.33	\$48,784.28	\$50,518.10	\$52,254.10
10	0.97625	1.0251	1.3222	1.3824	1.4324	1.4825				10	\$35,425.74	\$37,198.39	\$47,979.43	\$50,163.57	\$51,979.40	\$53,796.32
11	1.0025	1.0526	1.358	1.4204	1.4727	1.525				11	\$36,378.29	\$38,196.30	\$49,278.52	\$51,542.86	\$53,440.70	\$55,338.54
12	1.02875	1.0965	1.3938	1.4584	1.513	1.5675				12	\$37,330.84	\$39,789.32	\$50,577.62	\$52,922.15	\$54,902.00	\$56,880.77
13	1.055	1.1165	1.4296	1.4964	1.5532	1.61				13	\$38,283.39	\$40,515.07	\$51,876.71	\$54,301.45	\$56,363.31	\$58,422.99
14	1.08125	1.1365	1.4654	1.5344	1.5935	1.6525				14	\$39,235.94	\$41,240.82	\$53,175.81	\$55,680.74	\$57,824.61	\$59,965.21
15	1.1075	1.1565	1.5012	1.5724	1.6338	1.695				15	\$40,188.48	\$41,966.57	\$54,474.90	\$57,060.03	\$59,285.91	\$61,507.43
16	1.13375	1.1765	1.537	1.6105	1.6741	1.7375				16	\$41,141.03	\$42,692.33	\$55,774.00	\$58,439.32	\$60,747.21	\$63,049.65
17	1.16	1.1965	1.5728	1.6485	1.7143	1.78				17	\$42,093.58	\$43,418.08	\$57,073.09	\$59,818.61	\$62,208.51	\$64,591.87
18	1.18625	1.2165	1.6086	1.6865	1.7546	1.8225				18	\$43,046.13	\$44,143.83	\$58,372.19	\$61,197.90	\$63,669.81	\$66,134.10
19	1.2125	1.2365	1.6444	1.7245	1.7949	1.865				19	\$43,998.68	\$44,869.58	\$59,671.28	\$62,577.19	\$65,131.11	\$67,676.32
20	1.23875	1.2565	1.6802	1.7625	1.8351	1.9075				20	\$44,951.23	\$45,595.33	\$60,970.38	\$63,956.48	\$66,592.41	\$69,218.54
21	1.265	1.2765	1.716	1.8005	1.8754	1.95				21	\$45,903.78	\$46,321.08	\$62,269.47	\$65,335.77	\$68,053.71	\$70,760.76
22			1.7518	1.8363	1.9112	1.9858				22			\$63,568.57	\$66,634.86	\$69,352.80	\$72,059.86
23			1.7876	1.8721	1.947	2.0216				23			\$64,867.66	\$67,933.96	\$70,651.90	\$73,358.95
24			1.8234	1.9079	1.9828	2.0574				24			\$66,166.76	\$69,233.05	\$71,950.99	\$74,658.05

Base  
\$36,287.6

2012

Step	Associate				Step	Associate				Step	Associate					
	Assist.	Degree	BA	BA+C		MA	MA+C	MA	MA+C		Assist.	Degree	BA	BA+C	MA	MA+C
0					0					0						
1	0.74	0.777	1	1.0403	1.07	1.1				1	\$27,054.20	\$28,406.91	\$36,559.73	\$38,033.09	\$39,118.91	\$40,215.70
2	0.76625	0.8046	1.0358	1.0783	1.1103	1.1425				2	\$28,013.89	\$29,415.96	\$37,868.57	\$39,422.72	\$40,591.17	\$41,769.49
3	0.7925	0.832	1.0716	1.1163	1.1505	1.185				3	\$28,973.59	\$30,417.70	\$39,177.41	\$40,812.36	\$42,063.43	\$43,323.28
4	0.81875	0.8597	1.1074	1.1543	1.1908	1.2275				4	\$29,933.28	\$31,430.40	\$40,486.25	\$42,201.99	\$43,535.69	\$44,877.07
5	0.845	0.8873	1.1432	1.1923	1.2311	1.27				5	\$30,892.97	\$32,439.45	\$41,795.08	\$43,591.63	\$45,007.95	\$46,430.86
6	0.87125	0.915	1.179	1.2304	1.2714	1.3125				6	\$31,852.66	\$33,452.15	\$43,103.92	\$44,981.26	\$46,480.21	\$47,984.65
7	0.8975	0.941	1.2148	1.2684	1.3116	1.355				7	\$32,812.36	\$34,402.71	\$44,412.76	\$46,370.90	\$47,952.47	\$49,538.43
8	0.92375	0.97	1.2506	1.3064	1.3519	1.3975				8	\$33,772.05	\$35,462.94	\$45,721.60	\$47,760.53	\$49,424.73	\$51,092.22
9	0.95	0.9975	1.2864	1.3444	1.3922	1.44				9	\$34,731.74	\$36,468.33	\$47,030.44	\$49,150.17	\$50,896.99	\$52,646.01
10	0.97625	1.0251	1.3222	1.3824	1.4324	1.4825				10	\$35,691.44	\$37,477.38	\$48,339.28	\$50,539.81	\$52,369.25	\$54,199.80
11	1.0025	1.0526	1.358	1.4204	1.4727	1.525				11	\$36,651.13	\$38,482.77	\$49,648.11	\$51,929.44	\$53,841.51	\$55,753.59
12	1.02875	1.0965	1.3938	1.4584	1.513	1.5675				12	\$37,610.82	\$40,087.74	\$50,956.95	\$53,319.08	\$55,313.77	\$57,307.38
13	1.055	1.1165	1.4296	1.4964	1.5532	1.61				13	\$38,570.52	\$40,818.94	\$52,265.79	\$54,708.71	\$56,786.04	\$58,861.17
14	1.08125	1.1365	1.4654	1.5344	1.5935	1.6525				14	\$39,530.21	\$41,550.13	\$53,574.63	\$56,098.35	\$58,258.30	\$60,414.95
15	1.1075	1.1565	1.5012	1.5724	1.6338	1.695				15	\$40,489.90	\$42,281.33	\$54,883.47	\$57,487.98	\$59,730.56	\$61,968.74
16	1.13375	1.1765	1.537	1.6105	1.6741	1.7375				16	\$41,449.59	\$43,012.52	\$56,192.31	\$58,877.62	\$61,202.82	\$63,522.53
17	1.16	1.1965	1.5728	1.6485	1.7143	1.78				17	\$42,409.29	\$43,743.72	\$57,501.14	\$60,267.25	\$62,675.08	\$65,076.32
18	1.18625	1.2165	1.6086	1.6865	1.7546	1.8225				18	\$43,368.98	\$44,474.91	\$58,809.98	\$61,656.89	\$64,147.34	\$66,630.11
19	1.2125	1.2365	1.6444	1.7245	1.7949	1.865				19	\$44,328.67	\$45,206.11	\$60,118.82	\$63,046.52	\$65,619.60	\$68,183.90
20	1.23875	1.2565	1.6802	1.7625	1.8351	1.9075				20	\$45,288.37	\$45,937.30	\$61,427.66	\$64,436.16	\$67,091.86	\$69,737.68
21	1.265	1.2765	1.716	1.8005	1.8754	1.95				21	\$46,248.06	\$46,668.50	\$62,736.50	\$65,825.79	\$68,564.12	\$71,291.47
22			1.7518	1.8363	1.9112	1.9858				22			\$64,045.34	\$67,134.63	\$69,872.96	\$72,600.31
23			1.7876	1.8721	1.947	2.0216				23			\$65,354.17	\$68,443.47	\$71,181.79	\$73,909.15
24			1.8234	1.9079	1.9828	2.0574				24			\$66,663.01	\$69,752.31	\$72,490.63	\$75,217.99

