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**COLLECTIVE BARGAINING CONTRACT**

Between the

**STARK COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

And the

**STARK COUNTY EDUCATORS  
AND PROFESSIONAL TRAINERS  
ASSOCIATION**

**Effective  
June 1, 2011  
Through  
May 31, 2014**

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STATE EMPLOYMENT  
RELATIONS BOARD



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## PREAMBLE

The following agreement entered into between the Stark County Board of Developmental Disabilities, hereafter referred to as the employer or the "Board," and the Stark County Educators' and Professional Trainers Association/OEA/NEA, hereinafter referred to as the "Association," is recorded in written form to meet the requirements set forth in Chapter 4117 of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached.

## ARTICLE I - RECOGNITION

### Section 1.

The Board recognizes the Association as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time, part-time, and temporarily (interim) in excess of thirty (30) days by the employer in the classifications hereinafter listed:

- Intervention Specialist
- Intervention Specialist Assistant
- Language Development Specialist
- Motor Development Specialist (Physical Education or Physical Development Instructor or Consultant or Adaptive Physical Education Specialist)
- Certified Occupational Therapy Assistant (COTA)
- Program Development Specialist
- Licensed Physical Therapy Assistant (LPTA)
- Music Specialist
- Physical Therapist
- Occupational Therapist
- Workshop Specialist I
- Workshop Specialist II
- Vocational Specialist (Job Placement Specialist)
- Adult Activity Instructor
- Adult Activity Aide (Activity Therapist Aide)
- Home Trainer (except Home Trainer who handles intake procedures and home school liaison)
- Rehabilitation Counselor
- Vocational Trainer
- Work Evaluator
- Contract Procurement Specialist
- Nurses (BSN/RN)
- Behavior Support Specialist
- Behavior Trainer

### Section 2.

All existing positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit except as otherwise determined by SERB in accordance with the applicable provisions of 4117 ORC.

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Section 3.

Notwithstanding the provisions of this Article, any employee holding a position as defined in Section 4117.01(C) (1) through (14) shall be excluded from the unit. It is the intent of the Board that employees shall be employees of the DD Board.

Section 4.

Temporary (interim) employees are those employees hired to fill a vacancy created as a result of a full or part time employee taking a leave of absence as provided for in Article XVIII Section 3(A)(5). Vacancies created as a result of full or part time employees taking a leave of absence as provided for in Article XVIII Section 3(A)(5) shall be posted and the most senior qualified employee shall be awarded the position. In the event no full or part time qualified employee applies for the position, the position may be filled by a temporary (interim) employee.

It is understood that temporary (interim) employees are not entitled to all the same benefits that permanent employees received under this contract. Specifically, the only benefits to which temporary (interim) employees are entitled are salary (zero step), sick leave and applicable holidays for interim employees holding 12 month positions. When the temporary (interim) position exceeds twelve (12) months, the temporary (interim) employee becomes eligible for all benefits of the permanent position.

Temporary (interim) employees shall not be granted prior service credit or any other form of seniority rights for time served in the temporary position, but will be considered to have internal work experience when applying for a posted vacancy pursuant to Article XI.

Temporary (interim) employee's employment shall either be terminated or shall be converted to a casual substitute employee status at the end of the specified period of assignment. The temporary employee has no removal or lay off rights under this Agreement if his/her employment is terminated or converted to casual substitute status.

**ARTICLE II - NEGOTIATIONS PROCEDURE**

Section 1. Purpose

The purpose of this Article is to provide a procedure by which the employer and the Association can bargain collectively pursuant to Chapter 4117 O.R.C.

Section 2. Definitions

A. Collective Bargaining

"To bargain collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

B. Day

"Day" means calendar day unless specifically specified otherwise herein.

C. Tentative Agreement

"Tentative Agreement" shall mean agreement reached by the representatives of the Association and employer subject to ratification by the parties.

Section 3. Relevant Data

Upon written request, the Board shall provide the Association with such information concerning matters being discussed which it has and which is considered public record. This information shall include, but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures, budgets for the past three (3) years which indicate the amount budgeted and actual amount expended for each year and the tentative budget for the next school year at the time which the Board receives it. Upon written request, the Association shall provide the Board with available information concerning matters being discussed.

Section 4. Caucus

Either discussion team, upon giving notice to the other discussion team may go into caucus at any time during the negotiation session. For caucusing, a separate private room will be provided.

Section 5. Procedure

By mutual agreement, the parties may amend the procedures in this section.

A. Beginning Negotiations

Either party may initiate negotiations by submitting a written request to open discussions, by certified mail, upon the other party between January 1st and February 1st of the year in which the contract expires.

Such a request by the Association shall be submitted to the Superintendent, such a request by the employer shall be submitted to the Association President. It is the intent of the parties that discussions commence within two (2) weeks of the receipt of a written request by either party. However, such discussion shall commence not later than the last day in February of the applicable year.

B. Conducting Negotiations

I. Teams

Each team will consist of no more than six (6) participants. The Association shall select its members and the employer shall select its team members; and neither party shall select a member of the other party as a member of its team.

Either party, by mutual agreement, may request that additional individuals appear at a session for the purpose of providing information that may aid the parties in their negotiations. Such additional persons will only be permitted to attend on a limited basis.

2. Sessions

Sessions will be scheduled by the mutual agreement of the parties.

At the first meeting, the parties will attempt to establish dates and times for weekly sessions for the duration of the negotiation period.

Otherwise, sessions will be scheduled by mutual agreement on an as-needed basis. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

3. Agenda

Once the items to be discussed are established, no additional items shall be added except by the mutual consent of the parties.

4. Written Proposal/Material

All written proposal or material shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

5. Meeting Notes

No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

6. News Media

Neither party may make a release to the news media during discussions.

C. Agreement

1. When appropriate, sections of articles agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative agreement on that section pending tentative agreement on the complete article.
2. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as the total agreement is reached on the entire agreement.
3. After final tentative agreement is reached on all articles, the Association Bargaining Committee will present such tentative agreement to the membership of the Association for ratification. The Association shall notify the employer of the outcome of the ratification meeting.
4. Upon notification of ratification by the Association, the contract shall be submitted for approval as per 4117.10(B) and shall be acted upon within fifteen (15) days.

5. Upon ratification and acceptance by both parties, the Bargaining Committees will meet within seven (7) days to execute the agreement by affixing the signatures of the parties.
6. Should either party reject such tentative agreement, they shall notify the other party.
7. Once ratified by both parties the contract shall be binding to all.
8. When a tentative agreement is reached, members of both teams must recommend and urge approval.

D. Disagreement

1. The parties agree to discuss all issues in good faith in an effort to resolve them within forty-five (45) days of the onset of the first session, unless extended by mutual agreement. In the event agreement on all items is not reached, or either party rejects a tentative agreement, either or both parties may declare impasse.
2. If the parties are unable to reach agreement, either party may request the services of the Federal Mediation and Conciliation Services (FMCS) to mediate the dispute.
3. In the event an agreement is not reached using FMCS, a one-day fact finding hearing will occur using Rob Stein as the fact-finder. The fact-finder will deliver his report within 30 days of the hearing. The report is advisory only and not binding on either party.
4. The parties agree that this procedure constitutes a mutually agreed to dispute resolution procedure under 4117 ORC and that SERB has no jurisdiction to impose any other procedure on the parties. If SERB attempts to intervene, the parties shall jointly challenge such intervention in the court having jurisdiction.

### ARTICLE III - LABOR MANAGEMENT MEETINGS

Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the labor/management committee shall meet. The Association President and the Superintendent shall be members of the committee. The Association President and the Superintendent shall appoint four (4) other members from each side. Additional representatives may attend by mutual agreement. Training shall be provided in a mutually acceptable manner.

Section 2.

An agenda will be furnished and/or exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Association and the employer will supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Association of changes made by the employer which affect bargaining members of the Association.
3. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve efficiency.
6. Give the Association representatives the opportunity to share the views of their members on topics of interest to both parties.
7. To consider and discuss health and safety matters relating to employees.

#### Section 3.

If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

#### Section 4.

A written summary of the issues discussed and appropriate follow-up to those issues presented will be exchanged by parties within thirty (30) days.

#### Section 5.

Labor/Management Meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

#### Section 6.

At each site, meetings will be held between the facility manager and a building representative at that site to discuss areas of concern. These meetings will be held at mutually agreed upon times.

#### Section 7.

A Joint committee shall be established to respond to changes in the delivery of services to students/clients. That committee shall report directly to the Labor/Management Committee.

### **ARTICLE IV - ASSOCIATION RIGHTS**

#### Section 1. Payroll Deduction

Association members shall be permitted to authorize payroll deduction of Association dues. The member must submit a written authorization or revocation by the first of the month in which he/she wants deductions to begin or terminate. Dues shall be deducted in equal monthly amounts, starting with the month following authorization. Said payroll deducted dues shall be submitted monthly to the treasurer of the Association.

Section 2. Bulletin Boards

The Association shall be permitted to use a bulletin board at each site to post its newsletters and notices.

Section 3. Mailboxes

The Association shall be permitted to use members' mailboxes for distribution of Association announcements and newsletters provided that no such distribution shall be made without prior notification of the facility manager.

Section 4. Copies of the Board's Minutes and Agendas

The Association President will be mailed complete copies of the agenda, including attachments and official minutes of each board meeting. A corrected complete and up-to-date agenda shall be available to the Association representative attending the Board meeting the night of the meeting. Agendas not picked up by the Association will be forwarded to the Association President the day following the board meeting.

Section 5. Printing of Contract

Upon completion of this Agreement, it shall be printed by the Board in pocket size at the joint expense of the Association and Board and copies distributed by the Association and the facility manager when the contract is available. Employees will be required to sign a roster acknowledging receipt of their personal copy of the completed contract. The original roster will remain on file in the Superintendent's office. The Association President and the Superintendent will jointly decide the number of contracts to be printed. However, both the Association and the Board are entitled to receive a reasonable number of contracts for their use.

Section 6. Board Policy Manual

A complete up-to-date copy of the Board Policy Manual shall be made available to Association members at each work site upon reasonable request. A copy of same also shall be issued to the Association President. Such copies shall be updated whenever the Board changes/amends its policies.

Section 7. Use of Facilities

The Association shall be permitted to use Board facilities for its meetings in accordance with Board policy dealing with use of its facilities by groups and organizations. Such meetings cannot be conducted during regular work hours.

Section 8. Release Time

The investigation and writing of grievances shall be on non-duty time except that the Union President may perform these functions from 2:30 p.m. until 3:30 pm. on Monday, Wednesday and Friday. The aggrieved employee and the Association representative will not suffer any loss of pay while attending grievance hearings - scheduled during their regular work time.

Section 9. Representation

No employee will be required to attend a pre-disciplinary or disciplinary conference which could result in disciplinary action being taken against the employee without a representative of SCEPTA present. If an employee is questioned concerning an MUI investigation related to their own conduct, they will be offered a SCEPTA representative if the responses to the questioning may be used in any disciplinary proceeding.

Section 10. Roster

The Association shall provide to the employer an official roster at least annually of its officers and representatives which is to be kept current at all times.

Section 11. Seniority/Reduction in Force

- A. Seniority shall be determined by continuous length of service as a full-time or part-time employee. Leaves of absence shall not break seniority time but shall not be added to seniority time. A layoff shall not break seniority time, but shall not be added to seniority time provided the employee is rehired within 2 years. Injury leave shall not break seniority time and all time on injury leave shall be counted for the purpose of seniority. Such hire date shall be the original hire date of the employee. If an employee resigns and is rehired by the Board, seniority shall be counted from the date of rehire following resignation. If two (2) or more employees hold the same seniority date, the tie shall be broken by the date of official board action taken with respect to employment and then by the number of days actually worked.
- B. All employees will be placed on a seniority list in the employee's current and former classification. A seniority list shall be given to the Association president not later than December 1 of each year. If the list is incorrect the Association shall notify the Board within 30 days. The Board, in turn, shall have 30 days to investigate and correct the list and resubmit to the Association. The list shall also be available for inspection by any employee upon reasonable request. A list of those staff members being considered for layoff shall be given to the Association president at least thirty (30) days prior to any action to layoff employees. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted method.
- C. If it becomes necessary to layoff a member of the bargaining unit because of a reduction in client/student enrollment or financial and economic reasons, the following procedures shall be followed:
  - 1. Reductions shall be first accomplished through "attrition" if possible.
  - 2. For purposes of lay-off the bargaining unit shall be divided into the following separate classifications:
    - Intervention Specialist
    - Intervention Specialist Assistant
    - Language Development Specialist
    - Motor Development Specialist (Physical Ed. or Physical Dev. Instructor or Consultant or Adaptive Physical Ed. Specialist)
    - Certified Occupational Therapy Assistant (COTA)

Program Development Specialist  
Licensed Physical Therapy Assistant (LPTA)  
Music Specialist  
Physical Therapist  
Occupational Therapist  
Workshop Specialist I  
Workshop Specialist II  
Vocational Specialist (Job Placement Specialist)  
Adult Activity Instructor  
Adult Activity Aide (Activity Therapist Aide)  
Home Trainer  
Rehabilitation Counselor  
Vocational Trainer  
Work Evaluator  
Contract Procurement Specialist  
Behavior Trainer  
BSN Nurses  
RN Nurses

3. All layoffs shall be according to job classification and seniority. Employees who have been affected by a layoff/elimination of position shall have the right to assume a position in their current or prior classification(s) which is held by the least senior employee in the classification.
4. If there is a vacancy in another job classification for which the employee on lay-offs is certified/ registered/licensed, the employee with the most seniority on lay-off shall have the right to the position and will be placed on the same salary step. If the new position is at a higher hourly rate, the employee shall be placed on the same step up to a maximum of five years.

The Board shall not hire anyone for a bargaining unit position as long as there is an employee on the recall list eligible to fill the bargaining unit position. If all eligible employees on the recall list refuse a position, the Board shall fill the position in compliance with Article XI.

5. Those employees laid off shall constitute the recall list for purposes of returning to the bargaining unit in the same classification as the lay-off. The recall list shall be maintained for a maximum of two (2) years from the date of the layoff. Employees shall be notified by certified mail of recall to a position and will have ten (10) days from the date of receipt of the notice to accept or reject the recall notice. If recall is rejected, the employee is no longer on the recall list.
6. Lay-off shall be made in the following order and according to seniority:
  - (a) Probationary employees in affected classification(s);
  - (b) Part-time employees in affected classification(s);
  - (c) Permanent full-time employees in affected classification(s).

7. Within the above areas A through C, reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended.

8. If there is any indication, inquiry or move in the direction to implement managed care, the Association shall be notified. The administrative staff will assist in providing references in obtaining new positions for laid off employees.

Section 12. Client Ratio Interpretation

Each workshop employee, upon request to their immediate supervisor, shall be provided with a copy of the State DD rules.

Section 13. Association Release Time

The Association will be granted six (6) days leave per program year (July 1 through June 30). The President will notify the Superintendent of the member who will use the leave and the date the leave will be taken.

In the event an Association officer is elected to a State or National OEA position, such release time from their regular work schedule shall be granted up to twenty (20) days per year so long as the OEA reimburses the Board any costs related to providing a substitute for any of the twenty (20) days utilized. The Association officer must give written notice to the Board of intent to use these days at least forty eight (48) hours in advance. These twenty (20) days shall not be considered part of the six (6) days leave per program year set forth above.

**ARTICLE V - BOARD RIGHTS**

Section 1.

The Association recognizes and accepts the right and authority of the employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve employer's operations;
- E. To determine the employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the employer's operation;
- H. To determine the overall methods, process, personnel by which the employer's operation conducted;

- I. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Board as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the employer as a governmental unit.

Section 2.

The Association recognizes and accepts that all rights and responsibilities of the employer not specifically modified or limited by this agreement or ensuing agreements shall remain the exclusive function of the employer.

**ARTICLE VI - NO STRIKE CLAUSE/NO LOCKOUT**

Section 1.

In accordance with Chapter 4117 of the Ohio Revised Code, the Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action, nor shall there be any lockout by the Board, for the term of the agreement.

**ARTICLE VII - SEVERABILITY**

Section 1.

This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 2.

Should any part of this Agreement or any provisions contained herein be declared invalid by SERB or a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**ARTICLE VIII - EQUAL EMPLOYMENT OPPORTUNITY**

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment opportunity laws. Any violation may be enforced through the appropriate administrative agency and/or the courts and not through the grievance procedure.

## ARTICLE IX - WORK YEAR

### Section 1. Program/School Calendar

The program/school calendar shall be established annually by the Board. At least three weeks prior to Board action, the Superintendent will send to the Association President the calendar he/she plans to submit to the Board. The Association shall have the opportunity to review the proposed calendar and make its recommendation(s) to the Board prior to the adoption of the calendar by the Board.

### Section 2. Probationary Period

- A. The probationary period for new hires and/or newly promoted employees will be defined as 170 days worked.
- B. If a newly promoted employee fails to successfully complete his/her promotional probationary period, said employee shall be returned to his/her former classification.
- C. Time worked as a Temporary (interim) shall not count towards completion of a probationary period unless the Temporary employee is converted to a full time employee by reason of his/her performing duties in the same assignment for twelve (12) months as provided in Article I.

### Section 3. Contract Year

#### A. Nine (9) Month Employees

Nine (9) month employees shall work 184 days per year. These 184 days shall include four (4) preparation days to be apportioned as follows:

- 1. One day for organization of classrooms prior to the arrival of students.
- 2. Two days for an in-service orientation, training programs, and/or parent conferences.
- 3. One day after the last day of scheduled student attendance.

#### B. Twelve Month Employees

Twelve (12) month employees shall work Thursday through Wednesday, 52 weeks per year, except where vacation leave is earned and granted or where other provisions of this contract apply. This provision is for payroll purposes only.

### Section 4. Holidays/Recess

- A. Only 12 month full time employees and Temporary (interim) employees in the 12 month positions of the Board are eligible for holiday pay as follows. A full time employee is defined as twelve (12) month contract and days are as per normal hours per day.

Part-time employees who work a minimum of 5 hours per day and twenty five (25) per week shall be paid for the number of hours that they would normally have been

scheduled to work - at their straight time hourly rate - for each of the holidays listed in Section 4B. below, when no work is performed on such holiday.

- B. Eligible employees covered by this Article shall be entitled to only the following paid holidays which fall during their annual work schedule. For eligible employees to receive holiday pay, the employee must work his/her scheduled day preceding the holiday and his/her scheduled day succeeding the holiday, except during an excused absence.

New Years Day  
Martin Luther King Day  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Any other holiday enacted by the Board

- C. In addition, the Board will close all programs and offices:

At noon on New Years Eve Day. Any employees scheduled to work this day shall be scheduled for four (4) hours. Any work required by their immediate supervisor that exceeds the four (4) hours shall be paid at the overtime rate consistent with the provisions of Article IX, Section 4F.

Full day off, program closed: Christmas Eve Day.

- D. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. If the holiday falls on an employee's regular day off, the work day immediately before or after shall be observed as the holiday. If the employee is required to work instead of taking the holiday, the employee shall be paid at time and one-half in addition to the holiday pay.

- E. Eligible employees shall be paid for at their straight time hourly rate - for each of the holidays listed in Section B and C above, when no work is performed on such holiday.

- F. Any work performed by a full-time employee on any one of the days listed in Section B and C shall be paid at the rate of one and one-half times the straight time hourly rate, in addition to the holiday pay.

- G. Any work performed by a part-time employee on any one of the days listed in Section B and C shall be paid at the employee's straight time hourly rate, in addition to the holiday pay.

- H. Recess

Nine (9) and ten (10) month employees will not be required to work holidays and shall be granted an unpaid Christmas recess.

Section 5. Vacation

- A. Every full-time and part-time (30 hours or more per week) twelve (12) month employee is entitled to receive vacation with pay as follows:
1. An employee is entitled to five (5) working days of paid vacation per year upon the completion of his/her first year of employment.
  2. Upon completion of the 2nd year, the employee is entitled to ten (10) days and the same for three (3), four (4), and (5).
  3. Upon completion of six (6) years, the employee shall be entitled to fifteen (15) days and the same for completion of years seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), and fourteen (14).
  4. Upon completion of fifteen (15) years, the employee shall be entitled to twenty (20) vacation days and the same for completion of sixteen (16), seventeen (17), eighteen (18), nineteen (19), and twenty (20) years.
  5. Upon the completion of twenty-one (21) years, the employee shall be entitled to one additional vacation day for each year completed thereafter.
  6. Vacation schedules shall be determined by the Superintendent or his/her designee. Twelve (12) month employees may submit written requests designating the period they wish to take their vacation. Reasonable employee requests for vacation scheduling shall be granted. Reasonable requests shall be presumed to be twenty four (24) hours in advance when substitutes are required except in extenuating circumstances. Employees must have sufficient accumulated vacation time on the books at the time of request in order to schedule a vacation except in circumstances approved by the Superintendent or his designee.
  7. Employees with six (6) or less years of seniority must use four (4) days of accrued vacation during the July and/or December program shutdown. Any employee using vacation in full day increments during the July and/or December program shutdowns shall have their vacation balance charged one (1) hour less per day than utilizing vacation during any other time of the year. This requirement shall not apply to employees in the classification of Licensed Nurse (BSN/RN).
  8. Accrual of vacation benefits shall be permitted up to two (2) years.
  9. A twelve (12) month employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year and his/her credit at time of separation. If a twelve (12) month employee transfers to a nine (9) month position, he/she shall be afforded the opportunity to use accrued vacation prior to the start of the nine (9) month position. In the event the employee is unable to take the accrued vacation time off, he/she shall be paid for the remaining unused time at the twelve (12) month rate of pay prior to the start of the nine (9) month position.

10. Unpaid Leaves of Absence time shall not be counted towards vacation accrual except for employees receiving workers compensation benefits. The vacation anniversary date of said employee will also be adjusted to reflect the length of the Leave of Absence (L.O.A.). Unpaid leaves of less than 4 weeks will not affect anniversary date of employment for the purpose of vacation accrual.
11. The Board will attempt to employ sufficient substitutes to cover vacation requests.
12. Bargaining unit members in the school program who apply as substitutes (non-bargaining unit position) in the adult service program may be hired by the Board.
13. Bargaining unit members may change scheduled vacation time to sick time (provided the employee has accrued sick time available) up to the start of business on the scheduled vacation day(s). A request received by the appropriate manager after the start of business will be charged as vacation time for that day. However, any following day(s) of scheduled vacation time may be converted to sick time. All such requests shall be supported by a doctor's slip detailing the nature of the injury or illness and the anticipated date of return to work.
14. Employees may not schedule vacation during program wide in-service days.
15. Employees in the classification of Intervention Specialist shall be required to provide the Board a notification of their intent to return to work for the succeeding school year prior to April 30<sup>th</sup> of each year.
16. Twelve (12) month twenty (20) – twenty nine (29) hour per week employees are entitled to five (5) days of paid vacation per year upon the completion of his/her first year of employment. This vacation time may not be carried over into another anniversary year.

#### Section 6.

School Employees who are assigned to work in classrooms in other School Districts shall follow the school calendar, holiday schedules, and calamity days scheduled by the other School District.

### **ARTICLE X - WORK DAY/WORK WEEK**

#### Section 1. Standard Work Week

- A. The work week for employees and for purposes of payroll shall be from Thursday at 12:01 a.m. to Wednesday at 12:00 p.m. The work day shall be seven and one-half (7 ½) hours, shall be regularly scheduled on Monday through Friday and shall extend as follows:
  1. The starting time for Intervention Specialists, Intervention Specialist Assistants A.L.P. unit members, nine-month resource and support personnel and adult service personnel shall be no earlier than 7:00 a.m. and no later than 9:30 a.m.
  2. Effective September 1, 2001, only five of the nine employees who are, as of June 1, 2001, electing under this section at West Stark Center may continue to have the uninterrupted lunch period. The five elections may be rotated among the nine in a

manner determined by the supervisor and Association representative. If any of the nine employees withdraw his/her election or leaves the building, the five slots remain for the employees remaining from the nine original employees. This process will continue until the original nine employees have withdrawn his/her election or leaves West Stark Center. The same provisions outlined above shall apply to the one current employee electing at Whipple Dale. Effective September 1 2001, no other employees may elect the non-duty lunch provisions contained herein.

7:45 a.m. to 3:30 p.m. for the above employees electing to take a one-half (1/2) hour uninterrupted lunch period. Those choosing this option must notify their immediate supervisor, in writing, no later than August 1 for 12 month employees, and one week prior to the opening of school for 9 month employees of the applicable year for scheduling.

3. 8:00 a.m. to 4:00 p.m. for home training unit members, work evaluation training unit members, physical and occupational therapists, all of whom shall have a one-half (1/2) hour lunch break.
  4. Community Work Employment Specialists Vocational Trainers, and Just Imagine staff shall work seven and one-half (7-1/2) and eight (8) consecutive hours based upon the job requirements of the enrollees involved in the work program. These employees will be given their work schedule five (5) work days in advance whenever possible.
  5. All full time bargaining unit employees shall work only consecutive hours beginning with the start of their work day until the conclusion of their day.
- B. Out of operational necessity some positions may require occasional adjustments of work hours. Employees required on occasion to work outside the regularly scheduled work hours shall be informed of the adjustment in the schedule at least five (5) days in advance unless timelines are waived by mutual agreement.

Any bargaining unit member required to adjust their work schedule on a permanent basis shall be granted one additional unrestricted personal leave day in that program year.

C. Breaks

1. All employees shall receive: one (1) fifteen (15) minute break during the student/client day except for those opting for A (2) above. A break schedule shall be established by their supervisor for this break by setting out a fifteen (15) minute schedule with notice being provided to the employee, at least five (5) days prior to its implementation and/or modification.
2. Also, employees who work more than seven (7) hours in a day shall receive a second fifteen (15) minute break as scheduled by the immediate supervisor.
3. The parties agree that all employees should receive the contractually provided breaks.

4. Scheduling issues that result in problems concerning breaks will be forwarded to the Labor Management Committee (LMC) for resolution.

5. If an employee has a conflict with his/her schedule, the employee will first attempt to work it out with his/her Supervisor. If the problem remains unresolved, it will be referred to Labor Management Committee (LMC) for resolution.

D. Each employee is required to clock in upon arrival and out upon departure at the site(s) to which he/she reports. Automated punch clocks and time cards shall be placed at each site for this purpose. During periods, if any, when the clocks are inoperative, employees and supervisors will initial the time card indicating arrival and departure times.

E. Employees, including nurses, working in the school program are not required to punch time clocks. In the event that the Board purchases a card swipe system, all employees will be required to utilize the card swipe system for entering and exiting the Board's facilities.

## Section 2. Overtime

A. Upon prior approval of the Superintendent or designee, an employee who is required to work more than forty (40) hours in a work week will be entitled to overtime compensation. Time up to forty (40) hours will be straight time, over forty (40) hours will be one and one half times their regular rate of pay. Stipend positions shall be excluded from this section.

No employee, for any reason, is eligible for overtime without the prior written approval of the Superintendent and/or designee.

B. In the event it is impossible for the employee to submit the signed statement in advance, e.g., I.E.P. meetings which run beyond the scheduled completion time, the employee shall submit the signed statement on the next work day. In such event, the employees shall indicate the reason the statement is being submitted after the work has been completed. The employee's immediate supervisor must verify the necessity of the overtime work to permit overtime compensation to the employee's account.

## **ARTICLE XI - INDIVIDUAL RIGHTS AND RESPONSIBILITIES**

### Section 1. Vacancy/Promotion and Transfer

A. Definitions:

#### Vacancy

A vacancy shall be any position in the bargaining unit resulting from:

1. Employee's leaving employment as a result of a termination, retirement, resignation or death;
2. An employee's transfer or promotion to another position;
3. An employee's assuming a non-bargaining unit position;

4. The creation of a new position that falls within the bargaining unit;
5. Expansion of a part-time position to a full-time position.

#### Transfer

A transfer shall be defined as a lateral change in assignment within the same classification, having the same hours and rate of pay. Going from a part-time position to a full-time position within the same classification shall be considered a transfer.

#### Promotion

A promotion means a change in the classification of the employee to a classification with higher minimum qualifications or a higher regular hourly pay rate.

#### Interim

Interim positions are those positions resulting from leaves of absence as provided for in Article XVIII. The positions may be temporarily filled until the return from leave of the employee. Interim positions are not required to be filled.

### B. Vacancies

1. The Board is not required to post or fill vacated positions.
2. In the event that the Board determines to post a vacancy, the vacancy notices shall be posted at all job sites for a period of seven (7) work days. A copy of the posting shall be sent to the Association president.
3. If the Employer posts a vacancy, the vacancy shall be filled within 120 days in the school program and 90 days in the workshop program following the conclusion of the posting period. Any vacancy not filled within the applicable period shall result in the appointment of a bargaining unit member until the awarding of the position unless such vacancy is filled by a temporary interim employee as defined in Article I Section 4.
4. The employer shall not be obligated to consider applicants who do not meet the qualifications or applications submitted after the seven (7) day period has expired.
5. The vacancy notice shall contain:
  - (a) The job classification title;
  - (b) The minimum and desired qualifications for the job;
  - (c) The rate of pay for the position;
  - (d) The department and/or work unit;
  - (e) A brief description of the duties to be performed; and
  - (f) The job site location; whenever possible.

C. Promotions

Vacancies shall be filled first by qualified bargaining unit members. If there are no interested bargaining unit members that meet the necessary qualifications, the vacancy may be filled by another candidate possessing the qualifications in the posting. Other applicants must meet the same criteria (listed in D below) as bargaining unit member applicants. Employees failing to successfully complete the probationary period for the promotion shall be demoted pursuant to Article IX Section 2.

D. Criteria for qualifications are as follows:

1. Work Experience
  - (a) Internal
  - (b) External
2. Education
  - (a) Related coursework
  - (b) Related training
3. Skills and Abilities –Skills and abilities shall be determined by equally considering pertinent information directly related to the vacancy and the employee's most recent evaluation.
4. Interview of Applicants
5. Attendance

All criteria shall be considered equally important. Each applicant shall be considered by the employer based upon the above criteria to determine which applicant is best qualified to perform the duties of the position. If the applicants are equally qualified, the position shall be awarded based on seniority.
6. It is agreed that the Board will follow the five criteria for filling vacancies.
7. The parties agree that an increase in hours within the same job classification is considered a transfer.
8. It is understood that the responsibility for evaluating employment, promotion and transfer is that of management within the parameters of the negotiated agreement.

E. Internal applicants who do not meet or possess the qualifications for a vacant position shall be so advised, in writing, within ten (10) days of the position being awarded. Applicants who interview and did not get the position will also be notified within ten (10) days of the position being awarded.

F. Transfers

Voluntary Transfer

1. Employees shall have seven (7) days after the initial posting date of a vacancy to apply for a transfer on the appropriate form (See Appendix F).
2. The Board shall choose one (1) employee from the top three (3) most senior employees who request a transfer, and who meets the stated position certification and necessary qualifications.
3. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.
4. No vacancy shall be filled through any other means if an employee meeting the stated qualifications has made a voluntary transfer request.
5. A person who is currently in a probationary period is not eligible to bid or request a transfer, promotion, or change in classification.
6. Individuals outside the probationary period may only be granted one transfer per year. Under extenuating circumstances the Superintendent may grant an exception.

G. Involuntary Transfers

Except in case of emergency, no bargaining unit member shall be involuntarily transferred except for operational needs or for other good reason and only after two (2) days advance notification and a consultation with the employee. Any reassignment will take place only after consultation with the employee. The advance notification and consultation will include a discussion with the employee of the reasons for the involuntary transfer.

Section 2. Corrective Action

- A. No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.
- B.
  1. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the administrative policy of the Board.
  2. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. An employee may be terminated anytime during their probationary period without right of appeal through the grievance procedure. If an employee is being investigated for an alleged wrong doing, the employee shall be informed on a timely basis the progress of the

investigation. When the investigation is completed or dropped, the employee shall be informed on a timely basis. It is understood there are situations beyond the control of the DD Board.

- D. Any complaint made by individuals outside of the Board program must be in writing, signed by the complainant with their home address and telephone number unless the complaint involves allegations that if true, would constitute an allegation involving any type of abuse, neglect or misappropriation involving clients of the Board and/or a criminal charge or civil rights charge of any type. The Board will present the Employee with a copy of the signed complaint in these instances.
- E. The employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.
- F. All appeals will be filed at the third step of the Grievance Procedure within fifteen (15) days of the incident giving rise to the grievance.

Section 3. Facilities and Supplies

All staff shall have available at each site the necessary equipment and supplies to do their assigned job.

Section 4. Mileage

Effective upon the signing of the Agreement, Employees who must travel on a regular basis as a condition of their employment or employees who, after reporting, are directed to go from the original work site to another site shall be reimbursed at the rate established by the IRS and implemented on the effective date of the rate change for the operation of a privately-owned vehicle. The foregoing excludes calamity days and staff meetings referred to herein.

Section 5. Staff Lounge

The Board shall provide an employee lounge at each building for the use of all employees.

Section 6. Office Space

Whenever feasible, every instructor, resource and support specialist and workshop specialist shall be assigned a desk, chair or stool and storage area for personal belongings and program materials.

Section 7. Notice of Salary Assignment, Sick Leave Accrual, and Vacation Accrual

- A. All current staff members shall receive a salary notice for the subsequent program year by August 1. The notice shall include the following data:
  - 1. Annual salary; and
  - 2. Tentative assignment, which may be changed because of shifting needs.
- B. Sick leave and vacation accruals will be shown on the bi-weekly pay statement.

Section 8. Health

A. Tuberculin Tests

New employees shall, prior to their first day of work, present, documented evidence of having a negative tuberculin test or if a positive reactor, have a chest X-ray and any other examinations as may be required pursuant to relevant provisions of the Ohio Administrative Code.

B. Physical Examinations

All employees must submit evidence of a physical examination as required by the State Department of Education or the Department of Developmental Disabilities.

C. Contagious Diseases

1. Employees will be notified if students and/or clients in their care have or is a carrier of serious contagious diseases unless prohibited by law. Where appropriate the regulations for the National Center for Disease Control out of Atlanta, Georgia will be followed.
2. An ongoing committee composed of three (3) Association selected members and three (3) Administrative appointed members, shall meet on a monthly basis when practicable and at least on a quarterly basis to review, study, and make recommendations regarding health issues. A request shall be made to have an individual from the Stark County Board of Health participate on the committee.
3. The Board shall provide Hepatitis "B" immunization at Board paid expense as per OSHA Blood Born Pathogen Rule 29 CFR1910.1030.
4. Any employee experiencing a work related exposure to blood or body fluids shall notify the site nurse and their supervisor immediately. The employee shall be provided with treatment, counseling, and post exposure preventative treatment. Costs not covered by insurance and/or when applicable, Worker's Compensation, will be paid by the Board.
5. If an employee works with or cleans up after a client and/or student who has or is a carrier of Hepatitis "B", AIDS or any other similar communicable disease; and this exposure requires an employee, or a physician requires an employee, to be screened, immunized, any cost not covered by insurance and/or, when applicable, Worker's Compensation, will be borne by the Board. The employee shall consult with the Health Program Coordinator before undergoing screening and/or immunization. If the doctor demands that the employee pay the cost of such screening and/or immunization "up front", then the Board will either pay the "up front" amount or make other arrangements for the screening and/or immunization.

- D. When an employee is not at the regular worksite and a nurse is unavailable, the employee shall follow emergency procedures as per the nurse's training/direction.

- E. Where it is lawfully permissible to do so on a need to know basis, the administration or its designee shall inform the bargaining unit members of enrollees who are known to have been found guilty of, or pled guilty to, an act of violence or sexual assault.
- F. SAFETY. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions, and working methods for agency employees. The employee(s) accepts the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found to ensure that safety rules and safe working methods are followed by his or her employees.
- G. All individuals will be trained on the proper methods and other procedures required for the job by the Administration. In addition, all bargaining unit members shall be given in service training on behavior support as part of their mandatory in service training.

#### Section 9.

All Intervention Specialists shall be allowed thirty (30) consecutive minutes at the start of the day on three (3) days per week for either individual or collaborative planning time during the school year. The days of the week that are designated for planning shall be established by the school administration, and may be subject to change with prior written notice.

All Intervention Specialists will also be provided up to fourteen (14) hours without classrooms responsibilities for the purpose of drafting of IEP's and/or alternative assessments based upon available coverage. These fourteen (14) hours must be utilized in seven and one half hour (7 ½) blocks unless agreed to in writing with the School Principal.

### **ARTICLE XII - EVALUATION PROCEDURE**

#### Section 1.

An employee's job performance shall be evaluated by his/her Supervisor based upon the job duties, responsibilities, and requirements of their specific position classification. Each new employee will be given a copy of his/her job description at the time of hire and each employee shall be supplied with any changes or modifications thereto.

#### Section 2.

Employees may request that one (1) annual formal observation be scheduled in advance with their Supervisor. Such formal observations shall be scheduled at a mutually agreeable time between the Supervisor and the employee.

#### Section 3.

Probationary employees shall be evaluated, in writing, at least two times during their probationary period with at least one (1) visitation (observation) of at least thirty (30) minutes in duration for each evaluation. Employees successfully completing their probationary period shall

also receive one. (1) Annual evaluation, with at least one (1) visitation (observation) of at least thirty (30) minutes in duration.

Section 4.

At least once annually, not later than June 1st, the Supervisors (evaluators) shall submit to the Superintendent, on forms prepared for this purpose, a written appraisal of the performance of each non-probationary employee under his/her supervision. The appraisal shall be prepared by the Supervisor who shall have conducted a personal interview with the employee being evaluated and at least one actual visitation to observe the performance of the employee being evaluated. Employees shall be notified at least twenty-four (24) hours in advance of an evaluation conference. Employees shall be provided a copy of their evaluation at the completion of each evaluation.

Section 5.

Evaluations shall acknowledge both the strengths and deficiencies of the employee(s). When deficiencies are noted, inclusive of movement from one rating score to a lower score, the evaluator will enter comments on the evaluation form suggesting specific techniques/strategies for improvement. The person being evaluated and the evaluator shall meet to jointly develop a mechanism or means for the implementation of such techniques/ strategies. In the event serious deficiencies are noted, the evaluators shall make every effort to schedule a second visitation to observe an employee's performance within thirty (30) days of the first visitation.

Section 6.

The evaluation forms shall be developed and modified cooperatively by a committee composed of the Superintendent, three (3) members appointed by the Board, and three (3) members appointed by the Association. Changes or modifications in the forms shall be completed and submitted to the Board for consideration at its November meeting in any applicable year. New employees shall be familiarized with the evaluation procedure during their orientation, and a copy of the evaluation forms shall be provided upon request. Employees shall be advised, by their Supervisor, of any changes in the evaluation forms.

**ARTICLE XIII - PERSONNEL FILES**

Section 1.

The employer shall maintain an official personnel file for each employee in accordance with applicable laws. All entries shall be signed and dated. The employee shall receive a copy when the entry is made that may have a negative consequence for the employee.

Section 2.

An employee may request an opportunity to review his/her personnel file. Such a review shall be scheduled within a reasonable time period from the time of the request and shall be conducted in the presence of a supervisory or management level employee.

### Section 3.

Upon reviewing the file, an employee may submit a memorandum to clarify his/her position regarding the document(s) in the file. Such memoranda will be incorporated into the employee's file.

### Section 4.

A reasonable request for copies of information contained in an employee's personnel file will be honored by the employer.

### Section 5.

Material placed in the official personnel file of an employee must be identified in such a manner that the author or the origination of the material in said file is designated.

## **ARTICLE XIV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) AND ENTRY YEAR PROGRAM**

### Section 1. Local Professional Development Committee

- A. The Local Professional Development Committee (LPDC) shall be established at the Stark County Board of DD. This committee shall have the responsibility for approving individual professional development plans submitted by certificate/licensed education employees. The LPDC must comply with all state laws. The Board and the Association shall be considered full partners in the establishment of the committee and shall work collaboratively to plan the LPDC structure. Any issues arising out of this committee that impact hours, wages and/or terms and conditions of employment shall be bargained with the Association.

There shall be a seven member Local Professional Development Committee (LPDC) consisting of seven members who are employees of the Stark County Board of Developmental Disabilities (hereinafter referred to as "BOARD"). A majority of the members shall be members of the bargaining unit and shall be elected by the Stark County Educators' and Professional Trainers' Association (hereinafter referred to as "ASSOCIATION"). Initial terms of bargaining unit members shall be three members appointed for terms of three years and two members appointed for terms of two years. Nonbargaining unit members of the LPDC will be appointed by the Superintendent, with one LPDC member appointed for a term of three years and one member appointed for a term of two years. Vacancies shall be filled in the manner of original appointment.

In any vote/decision affecting a license, certification or professional development plan of a nonbargaining unit member, only one of the five bargaining unit members of the LPDC may vote.

- B. Meetings of the LPDC

A quorum of the LPDC consists of no less than three members of the Association and one member appointed by the Superintendent. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a quorum of its membership.

The LPDC shall meet once monthly and at other times as it may determine. Additional meetings may be convened by a quorum of its membership.

Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

C. Duties and Powers of the LPDC

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the BOARD.

D. Limitations

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the BOARD. Permanent certificate holders shall not be required to submit a professional improvement plan unless otherwise required by law.

No action of the LPDC shall bind the BOARD in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy or any law or regulation governing the operation of county boards of DD. No action of the LPDC shall bind the BOARD in any manner that may affect bargainable terms and conditions of employment. No action of the LPDC shall bind the BOARD in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the BOARD.

E. Appeal of a Decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of independent hearing officers to hear and decide such appeals.

F. Compensation

LPDC members may, upon approval of the Superintendent, be released from their responsibilities for meetings during the regular school day.

LPDC members who are members of the bargaining unit will be compensated at a rate of, \$20 per hour up to \$800 per year for service on the LPDC committee and related responsibilities. Such compensation shall be paid for work done on the LPDC after regular working hours. An accurate accounting of hours for compensation must be submitted to the superintendent by the first day of each month.

## Section 2. Entry Year Program

### A. Goals of the Program

1. To promote personal and professional well-being of beginning teachers and personnel.
2. To help first year personnel transfer pedagogic theories into appropriate teaching practices.
3. To increase the retention of beginning teachers and personnel through the development of a support system.
4. To establish a climate that encourages a helping relationship among staff members of a school.
5. To revise the program as needed.
6. To operate in accordance with the Teacher Education and Licensure Standards, Ohio Department of Education's guidelines and applicable rules and laws.

### B. Structure

A joint committee of administrators and teachers, with at least an equal number of teachers as administrators, shall establish and monitor the entry year program. Every new educator shall be assigned a mentor teacher.

### C. Release Time

Mentors shall have opportunities to consult with and assist the assigned entry year teacher on a regular basis. Adequate time within the instructional day shall be allocated for such consultation and assistance. Time shall also be scheduled during the week for the purpose of assisting the mentee. Contact time will be maximized at the beginning of the program year. Release time shall be provided for observation and conferencing during the student day. Mentors may be required to perform some of their responsibilities after the regular work day.

### D. Compensation

Mentors shall receive a stipend of \$1000 to assist entry year teachers in the first year. Mentors for experienced personnel who are new to the Stark County DD will receive a stipend of \$600. This shall include one day prior to the beginning of school, to perform tasks as needed for improvement and support of the mentee. Experienced staff hired during the course of the year will also receive the equivalent of one day's assistance from their mentor prior to beginning to work.

### Confidentiality

The mentor/mentee relationship is strictly confidential to the extent permitted by law. Any notes, comments or any other documentation of anything between the mentor and mentee is confidential and shall not be used in any way to evaluate either the mentee or the mentor. All praxis scores, comments and related information provided to the entry

year teacher shall be confidential and held separate from contractual evaluation and contract renewal provisions.

#### ARTICLE XV - VISITORS

All visitors to Board facilities shall first report to the reception desk or administrative office at the facility they are visiting. All visitors shall be issued a Visitor's Badge that must be worn at all times during the visit. If a person who is not a parent of a client or student or an employee of the Board desires to visit a classroom, facility or person, the visitor shall so notify the principal or workshop manager prior to his/her arrival at the school or workshop. If the visit would interfere with the program planned for the classroom or workshop, the principal or workshop manager shall advise the visitor of the scheduling problem and either make arrangements for accomplishing the purpose of the visit or arrange a definite day of visitation within one (1) week of the person's first communication with the principal or workshop manager. If a person not a parent or employee arrives at a facility without having made advance arrangements as set forth herein, he/she may be permitted to visit the workshop or person solely at the discretion of the principal or workshop manager. Every effort will be made to notify an employee in advance that activities under his/her supervision will be visited and to afford such employee the opportunity to advise the principal or workshop manager when the visit would be appropriate.

#### ARTICLE XVI - CALAMITY DAYS

SECTION 1: Status of closing shall be designated as follows:

- A. Code 1: Stark County DD Adult Programs will be open but there will be no bus services. Code 1 means that clients may be present if transported to the facilities by private individuals. All Adult Program staff will report to work as usual. School staff will not report to work.
- B. Code 2: Stark County DD will be closed. Code 2 means that the entire program will be closed for all clients/students and staff.
- C. Employees in the Adult Programs shall report for work at the regularly scheduled time on a Code 1 calamity day. However, tardiness will be excused if conditions exist which prevent the employee from reporting at said time. The employee must provide reasonable cause for tardiness in this case.
- D. Employees who have received advance approval of personal leave, sick leave, professional leave or vacation will not be charged for such absence on a declared Code 2 calamity day.

SECTION 2. The following shall be paid for a calamity day:

- A. Employees who work on a Code 1 calamity day and those who are scheduled to work on a Code 2 calamity day.
- B. School Employees (Any of the following classifications assigned to Southgate or Eastgate schools: Intervention Specialists, Intervention Specialist Assistant, Language Development Specialists, Motor Development Specialist, Certified Occupational Therapy Assistant, Program Development Specialist, Licensed Physical Therapy Assistant, Music Specialist, Physical Therapist, and Occupational Therapist) shall be paid up to the number of calamity days as set forth by State law for code 1 calamity days during the Board's calendar

year, and any Code 2 calamity day. No additional compensation shall be given to employees for those dates that the State requires the Employer to make up as a result of calamity day use in order to meet the State minimum number of days.

SECTION 3. Adult Program Staff working under a Code 1 will be sent home as soon as the necessary work is completed. The number of employees that will be sent home will be determined by the Employer. Necessary work shall be defined as any production work, any training, any required oversight and/or the completion of documentation. Employees will be sent home based upon seniority on a rotation basis as necessary work is completed.

SECTION 4. Any work performed by Supported Employment Staff on a Code 2 calamity day shall be paid at an overtime rate (time and one-half) for all hours worked.

### ARTICLE XVII - STAFF ABSENCES

#### Section 1. Reporting Off Sick

Each employee shall report off to his/her designated central call off station when unable to report to work as scheduled. An absence should be reported the night before. However if it is not known the night before the employee shall report off at least one (1) hour prior to his/her start except for extreme emergency. Voice mail shall be provided for reporting off work. If the central call off station is not functioning, the employee should notify the Superintendent's office at the Whipple-Dale Center.

The employee should provide the following information when calling off:

1. Name
2. Position
3. Work location
4. Reason for absence
5. Anticipated date of return to work

The employee will be expected to return to work the next day. Any change in the anticipated date of return to work should be reported the work day prior to the anticipated date of return; however, no later than the times specified in section 1 above. When an employee returning to work after a sick day off has not notified the central call station properly and where a substitute has been scheduled, the employee will be sent home by the supervisor and the employee's Personal Leave, Sick Leave or Vacation Leave shall be docked accordingly, unless the central call of system was not operable.

This procedure does not apply to time-off requests requiring prior approval as listed in this agreement. Employees scheduled off with prior approval who have a change in their anticipated date of return to work shall notify the administration the workday prior to the scheduled date of return.

Section 2. Tardiness

- A. After the fifth (5<sup>th</sup>) incident of tardiness within a 12 month period, management will counsel the employee directly and document the session. An incident is defined as each separate occasion of tardiness. After the sixth (6<sup>th</sup>) incident, management will issue a verbal warning. Seven (7) incidents of tardiness within a 12 month period will result in a written warning. Eight (8) incidents of tardiness within a 12 month period will result in a suspension. Any further incidents of absenteeism within a 12 month period will result in additional disciplinary action up to and including termination. The infraction period will be based on a "rolling" calendar year.
- B. If tardiness exceeds the ten (10) minutes, the employee's salary will be docked accordingly.
- C. The employer shall have the discretion to determine if the employee is excused or unexcused. The employee will, however, have the right to explain the situation to his or her immediate supervisor. Excused tardiness shall not be counted as an incident for purposes of Section 2(A) herein.
- D. If any employee who is late for work reports for duty after a substitute has been called to assume his/her duties, the late employee shall be sent home by his/her supervisor and the employee's Personal Leave, Sick Leave or Vacation Leave shall be docked accordingly except if the tardiness is excused as provided in Section 2(B) herein.

**ARTICLE XVIII - LEAVES**

Section 1. Family Medical Leave

- A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
- B. Bargaining Unit members will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the Department of Human Resources what order he or she wishes to utilize the designated leave. If the employee fails to notify the Human Resources office, the accumulated leaves shall be utilized in the following order: sick leave, if applicable, vacation leave, and personal leave. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. Employees are not entitled to accrue employment benefits while on unpaid family medical leave (i.e., sick leave, vacation leave, personal leave, attendance incentive), except seniority.

Section 2. Sick Leave

- A. Each employee shall accrue and may use sick leave in accordance with relevant provision of the Ohio Revised Code and the Ohio Administrative Code.
- B. 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 shall be grounds for disciplinary action which may include dismissal.
2. In the event that an employee uses excessive amounts of sick leave which the employer believes cannot be justified or develops a pattern of sick leave usage that causes the employer to believe that there has been abuse of sick leave, the employee may be subject to appropriate disciplinary action.

In the event that an employee develops a pattern of sick leave usage that causes the employer to believe that there has been abuse of sick leave, the employee may also be subject to appropriate disciplinary action. Instances that may constitute a pattern use of sick leave are set forth below, but do not include the following: funeral leave, approved leaves of absence pursuant to this Article, family medical leave, workers compensation leave or absence documented by a physician or licensed practitioner:

- a. Before and/or after scheduled days off;
- b. Before and/or after holidays;
- c. After pay days;
- d. Any one specific day of the week;
- e. Absence following overtime worked;
- f. Pattern of maintaining 10 hours or less which cannot be justified;
- g. Use of more sick leave than earned;
- h. Pattern of calling off sick late to avoid tardiness; and
- i. Calling off sick on days when vacation or other forms of discretionary leave was denied.

Pattern use shall be defined as 5 occurrences of any of the nine (9) reasons listed above within a program year (July 1<sup>st</sup> through June 30<sup>th</sup>)

3. Nothing prohibits the administration from suggesting counseling to anyone abusing sick leave.

C. Sick leave shall be granted to an employee only upon approval of the Superintendent or his/her designee and for the following reasons:

1. Illness or injury of the employee or a member of 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 will be carefully investigated.)

2. Death of a member of his immediate family (sick leave usage limited to five (5) working days and said days must include the day of the funeral). In the event an employee already has previously scheduled leave, such leave shall be recredited to the employee's account.
  3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family.
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
  5. Pregnancy and/or childbirth and other conditions related thereto.
- D. 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 persons who stands in place of a parent (*loco parentis*).
- E. An employee shall furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, an employee shall furnish a certificate stating the date and time of the appointment with the licensed medical professional to justify the use of sick leave. An Employee absent more than three (3) consecutive calendar days is required to furnish a medical statement and/or a family medical leave certification form from his/her physician or other professional verifying the absence, the Employee's inability to perform his/her required duties, and the Employee's expected date of recovery. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. The physician's statement must be presented upon the employee's return to work, and in no case later than the third day after the employee's return to work.
- F. Based upon demonstrable cause, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include the physical and mental requirements of the Employee's position, duty statements, job classification specifications, and position descriptions. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation consistent with the terms of the collective bargaining agreement. The cost of such examination shall be paid by the Board. The employee may at their own cost provide an opinion by a licensed physician as to their physical or mental capabilities to perform the duties of their position. In the event that this medical opinion differs from the initial opinion, a third medical opinion will be sought from a physician selected by the involved physicians. The cost of the third medical opinion will be borne by the Employer.

### Section 3. Leave Of Absence

#### A. Granting a Leave

1. The Superintendent may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.
2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.
3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Superintendent will decide in each individual case if a leave of absence is to be granted.
4. The granting of any leave of absence is subject to approval of the Superintendent sixty (60) days prior to commencement of the desired leave so that the various functions may proceed properly.
5. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the rein-statement of the employee from leave. The terminated employee will be considered for other vacancies.
6. Failure to return to duty within three (3) days of the expiration or notification of cancellation of leave of absence shall be just cause for removal.

#### B. Adoption Leave

An employee who adopts a child shall be granted a leave of absence in accordance with this Article.

#### C. Cancellation of Leave

If it is found that leave is not actually being used for the purpose for which it was granted, the Superintendent may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Superintendent. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

#### D. Disability Separation

1. When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists

and the approval of such voluntary reduction requests shall be the sole discretion of the Superintendent based upon operational needs and requirements.

2. A physically incapacitated employee, who has exhausted his accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Superintendent with a copy of a physician's statement attached.
3. A disability separation may be granted when an employee has exhausted his accumulated sick leave, and authorized vacation and any leave of absence without pay where applicable, and is:
  - (a) hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,
  - (b) is declared physically incapable of performing the duties of his position by a licensed physician.

If an examination is requested or required by the Board, the Board shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

4. Reinstatement

An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Superintendent for reinstatement and must submit a medical release at the time of such request. A medical examination may also be required by the Board and will be conducted by a physician designated by the Superintendent. The cost of such examination shall be paid by the Board. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized. An employee who does not return from Disability Separation, formally resign, or take Disability Retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

- E. All accrued vacation time and personal days must be used before a non-paid leave of absence will be granted.

#### Section 4. Maternity Leave

An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Board along with a signed physician's statement.

1. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties and shall not exceed six (6) months.
2. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
3. No later than thirty (30) days after delivery, the employee will notify the Board in writing of her desire to return to work and her anticipated date of return. If the employee does not return to work on the previously submitted date or does not request an extension of leave, the Board shall consider this lack of action the resignation. Employees who desire to return to work shall be placed in their original position at the same pay, as the needs of the department dictate.
4. The employee may request that any or all accrued sick leave and vacation time be used beginning with the first day of the period that is covered by the physician's statement and shall continue until any or all sick leave and vacation accrual requested is exhausted.
5. At the expiration of the initial six (6) month period, an additional unpaid leave of up to six (6) months may be granted for child care purposes. The employee may request any or all accrued vacation time be used during child care leave.
6. Additional unpaid leave beyond #5 above shall be approved at the discretion of the Board and based on the workload of the work unit.

#### Section 5. Professional Days

- A. Employees may be authorized up to two (2) professional day with pay annually by the Superintendent or his/her designee to be used for:
1. Visitation of classes or programs inside or outside the system;
  2. College Workshops;
  3. Educational seminars; or
  4. Professional meetings or conventions.

The Superintendent may extend the provisions of this Section. Any extension requests must be submitted directly to the Superintendent.

#### Section 6. Personal Days

- A. Each July 1, full-time employees or part-time employees working thirty (30) or more hours per week shall be granted, annually, two (2) days of paid leave for personal

reasons. New employees hired prior to March 31st shall be granted one (1) personal day per program year.

- B. Unused personal leave may not be carried over year to year.
- C. Except in the event of an emergency, the employee shall give two (2) days advance notification of intent to use personal leave.
- D. If program-wide bargaining unit absences are over 15%, the Superintendent may restrict personal leave usage.
- E. The Superintendent may extend personal leave. Any extension requests must be submitted directly to the Superintendent.
- F. Personal days may not be used during program-wide inservices except with prior approval of the Superintendent.
- G. Personal days may not be taken on days scheduled for in-service training for the employee's classification.
- H. Nine (9) month employees must use personal days during the Board's 9 month calendar.
- I. One (1) personal day must be used in the first half of the program year (July 1<sup>st</sup> – December 31<sup>st</sup>) and one (1) personal day must be used in the second half of the program year (January 1<sup>st</sup> – June 30<sup>th</sup>) except with the permission of the Superintendent based upon justifiable cause.

Section 7. Injury Leave

- A. If an employee is physically injured during the course of Board employment as a direct result of violent physical outburst of a student or client, and if such employee files for temporary total disability compensation under the Workers' Compensation Act of Ohio as a result of such injury, such employee is eligible for up to thirty-five (35) days paid injury leave, less any amounts received by the employee under the Workers' Compensation Act. Any loss of time due to an assault is applicable. The Board may require a physician's statement.
- B. Application for such leave shall be made by filing a form, to be supplied by the Board, which will specify the nature of the injury and the identity of the student/client causing the injury.
- C. When an employee is out of work due to a work related injury or illness covered by the Ohio Worker's Compensation Act, said employee's medical, dental and life insurance programs will be continued for the current month and one additional month at the appropriate premium(s) contributions by the Board and the employee.
- D. An employee who sustains a work-related injury, occupational disease or occupational illness may be eligible to participate in the voluntary Transitional Work Program undertaken by the Board and administered through the Human Resource Director.
- E. For workers compensation claims arising after September 1, 2005: an employee who is on leave of absence because of an injury incurred in the line of duty will upon his/her

return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted.

Section 8. Attendance Incentive

Employees shall receive an attendance incentive under the following schedule which does not include vacation, jury duty, personal leave days, workers comp time off, professional leave or funeral leave in the calculations:

0 days absent: \$400  
1 day absent: \$300  
2 days absent: \$200  
3 days absent: \$100

Such payment shall be included in the payroll that includes August 31. Days shall accumulate at the rate of 7 1/2 or 8 hours depending on the employees contract status. To be eligible, the employee must complete his/her entire contract year. Any employee that qualifies as 0 days absent and who earns \$400 shall also earn one (1) additional personal day to be used by June 30<sup>th</sup> of the succeeding year.

**ARTICLE XIX - SEVERANCE**

Section 1.

An employee at the time of retirement from active service with the Board shall be paid for thirty percent (30%) of the value of his/ her accrued but unused sick leave credit; however, the maximum of such payment shall be fifty (50) days.

Section 2.

Such payment shall only be made for a bona fide retirement; that is, the employee qualifies and actually retires with PERS or STRS.

Section 3.

Such payment shall not be paid simply upon termination or separation.

Section 4.

To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the county, the state or any of its political subdivisions.

Section 5.

Such payment shall be based on the employee's rate of pay at the time of retirement.

Section 6.

Such payment shall eliminate all remaining sick leave credit accrued by the employee.

Section 7.

Such payment shall be made only once to any employee of the county, the state or any of its subdivisions.

Section 8.

An eligible Board employee who is retiring shall complete a "Sick Leave Payment Upon Retirement Form."

Section 9.

All employees shall receive their severance payment within sixty days of their retirement date or official notification of retirement.

Section 10.

If an employee is eligible to retire under PERS or STRS and dies prior to retirement, severance payment shall be paid to the employee's estate, as per Section 1 of this Article.

**ARTICLE XX - INSURANCE**

Section 1.

The Board will pay the following percentage of premiums for medical and dental insurance for full-time employees and part-time employees who work thirty (30) or more hours as follows:

	<u>Board's Share</u>	<u>Employee's Share</u>
Medical	90%	10%
Dental	50%	50%

Upon the expiration of the collective bargaining agreement, the percentages for medical coverage set forth herein shall be adjusted to be in compliance with State law, if any are applicable. In the event that the State law does not provide for the percentages, the Board and Employee's Share provided herein shall remain in effect.

Section 2.     Stark County Schools Council

1. The Stark Board of DD shall provide the health-care benefits and services contained in the Summary Plan Description.
2. Any health-care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County School Council of Governments or any participating member thereof, participating in the Health

Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

3. Amounts required under this collective bargaining agreement to be contributed by the employees for the cost of health insurance shall be determined by the Board of Education as a percentage to the Board's total annual program cost under the agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.
4. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.
5. If agreement is reached by the County C.O.G. and the UniServ Office on common specifications, not already contained in this contract, for the C.O.G. member districts, such specifications will become amendments to this contract upon agreement of the Association President and the Superintendent.
6. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the Stark County's Section 125 Plan.

7. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

8. Early Retirement Incentive

Health insurance benefits shall be provided to employees who participated in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with P STRS/PERS providing the participant pays 100% of the Board cost one (1) month in advance.

Section 3. Life Insurance

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee eligible to participate in the program in the amount of fifty thousand dollars \$50,000 plus an equal amount of accidental death and dismemberment coverage.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

Section 4.

The terms of the dental insurance plan are set forth in Attachment.

Section 5.

In the event the Board is forced to change carriers, from the Health Care Benefit Program of the Stark County Schools Council of Governments, the Board will continue to provide the same comparable hospitalization and medical insurance program in effect on the date of the execution of this agreement.

Prior to any necessary change of coverage to a comparable program with a new insurance carrier, the Board will notify the Association and give it the opportunity for review, questions and comments. The Board will continue to contribute the following maximum amounts under Section 1 for all employees covered under the present plan.

Section 6

**ARTICLE XXI - SALARY PLACEMENT**

Section 1.

For the duration of this Agreement, each employee shall be paid based upon the attached Salary Tables. (See Appendix A, B, C). The parties agree to a step freeze for the term of this contract.

Employees on schedules (A) and (H), steps 0, 1 and 2 shall advance one (1) step on the applicable salary schedule for the 2011-2012 contract year.

A 1% salary increase shall be added to the base of each salary schedule in contract year 2011-2012. June 9, 2011 shall be the effective date of the salary increase.

A .5% salary increase shall be added to the base of each salary schedule in contract year(s) 2012-2013 and 2013-2014. June 7, 2012 and June 6, 2013 shall be the effective date of the salary increase.

Section 2.

Every full-time employee shall receive credit on the appropriate salary table for his/her years of experience as follows:

- A. Newly hired nine (9) and twelve (12) month Intervention Specialists in the School Program with State Department of Education certification and/or MSPR certification shall receive one (1) year of credit for each year of experience. A minimum of up to five (5) years of experience credit will be given to those eligible, and the employer may grant additional credit over five (5) years at its discretion and be placed on the appropriate schedule (See Appendix A, B, and C).

Experience shall be credited as defined herein for service in any of the following areas:

1. Years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Revised Code or in another public school, regardless of training level.
2. Years of teaching service in a chartered school or institution, or a school or institution that subsequently became chartered, or a chartered special education program or a special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Revised Code, regardless of training level.
3. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Revised Code, to a maximum of five years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as a full year.

- B. All other bargaining unit employees shall receive experience credit for his/her years of experience working with MSPR students or clients in Stark County or in any other county board of developmental disabilities program in the state of Ohio or a state institution for the mentally retarded. A minimum of up to five (5) years of experience credit will be given to those eligible, and the employer may grant additional credit over the WM, five (5) years at its discretion. The Superintendent may grant experience for employees who have worked in facilities for dual diagnosed students/clients. This provision is not retroactive.

- C. It is the intent of the Board to fill OT, PT, COTA CPTA and Language Development Specialist positions within the bargaining unit. In order to maintain market competitiveness, the Board may grant OT and PT employees experience credit on Salary Schedule G, Language Development Specialist employees experience credit on salary Schedule I and COTA and CPTA employees experience credit on salary Schedule J & K without regard to Section B of this article.

- D. Nurses shall receive experience credit for his/her experience working as a nurse in any public or private facility. Up to 5 years of experience credit will be provided to those individuals who qualify. This provision applies to those nurses whose first day of actual work is September 1, 2001 or beyond.

- E. Employees who are hired as a Temporary (interim) shall not receive any form of service credit for time served as a Temporary (interim).

Section 3.

To advance one step on the salary schedule, an employee shall have one (1) year of experience as hereunder defined:

"Year of Experience" means at least 120 working days of full-time service in a 9-month position in a program or school year or 180 working days of service in a 12-month position in a program or school year. Time spent on an unpaid leave of absence, other than workers compensation leave shall not be counted. Service in two or more program or school years may not be combined to obtain a "Year of Experience."

Section 4.

Every employee who is eligible to be placed on salary tables VII (H) or XI (I) shall submit an official transcript to the Superintendent on or before August 31 before the beginning of the program school year for which the change in salary table placement is desired. All such changes in salary table placement shall be effective the first pay period of the new salary schedule year commencing after the transcript is received.

Section 5.

Each eligible employee shall advance on the salary schedule during the first pay period of the applicable salary schedule year.

Section 6.

Part-time employees who work thirty (30) hours or more per week shall be placed on the applicable salary schedule and shall advance on said schedule on the basis of years of experience with the employer. "Year of Experience" shall be using the same criteria set forth in sections 2, B. and 3. above.

Section 7.

Part-time employees who work less than (30) hours per week shall be hired at step zero of the applicable salary schedule and shall not advance on the schedule.

Section 8.

The hourly rate of pay for part-time employees shall be computed on the basis of the applicable salary schedule and step at which the employee is placed.

Section 9.

Employees who are hired in as a Temporary (interim) employee shall be hired at step zero of the applicable salary schedule, and shall not advance on the schedule until or unless hired as a full time or part time bargaining unit member.

### Section 3. Leave Of Absence

#### A. Granting a Leave

1. The Superintendent may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.
2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.
3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Superintendent will decide in each individual case if a leave of absence is to be granted.
4. The granting of any leave of absence is subject to approval of the Superintendent sixty (60) days prior to commencement of the desired leave so that the various functions may proceed properly.
5. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the rein-statement of the employee from leave. The terminated employee will be considered for other vacancies.
6. Failure to return to duty within three (3) days of the expiration or notification of cancellation of leave of absence shall be just cause for removal.

#### B. Adoption Leave

An employee who adopts a child shall be granted a leave of absence in accordance with this Article.

#### C. Cancellation of Leave

If it is found that leave is not actually being used for the purpose for which it was granted, the Superintendent may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Superintendent. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

#### D. Disability Separation

1. When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists

and the approval of such voluntary reduction requests shall be the sole discretion of the Superintendent based upon operational needs and requirements.

2. A physically incapacitated employee, who has exhausted his accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Superintendent with a copy of a physician's statement attached.
3. A disability separation may be granted when an employee has exhausted his accumulated sick leave, and authorized vacation and any leave of absence without pay where applicable, and is:
  - (a) hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,
  - (b) is declared physically incapable of performing the duties of his position by a licensed physician.

If an examination is requested or required by the Board, the Board shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

4. Reinstatement

An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Superintendent for reinstatement and must submit a medical release at the time of such request. A medical examination may also be required by the Board and will be conducted by a physician designated by the Superintendent. The cost of such examination shall be paid by the Board. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized. An employee who does not return from Disability Separation, formally resign, or take Disability Retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

- E. All accrued vacation time and personal days must be used before a non-paid leave of absence will be granted.

Section 4. Maternity Leave

An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Board along with a signed physician's statement.

1. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties and shall not exceed six (6) months.
2. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
3. No later than thirty (30) days after delivery, the employee will notify the Board in writing of her desire to return to work and her anticipated date of return. If the employee does not return to work on the previously submitted date or does not request an extension of leave, the Board shall consider this lack of action the resignation. Employees who desire to return to work shall be placed in their original position at the same pay, as the needs of the department dictate.
4. The employee may request that any or all accrued sick leave and vacation time be used beginning with the first day of the period that is covered by the physician's statement and shall continue until any or all sick leave and vacation accrual requested is exhausted.
5. At the expiration of the initial six (6) month period, an additional unpaid leave of up to six (6) months may be granted for child care purposes. The employee may request any or all accrued vacation time be used during child care leave.
6. Additional unpaid leave beyond #5 above shall be approved at the discretion of the Board and based on the workload of the work unit.

Section 5. Professional Days

- A. Employees may be authorized up to two (2) professional day with pay annually by the Superintendent or his/her designee to be used for:
1. Visitation of classes or programs inside or outside the system;
  2. College Workshops;
  3. Educational seminars; or
  4. Professional meetings or conventions.

The Superintendent may extend the provisions of this Section. Any extension requests must be submitted directly to the Superintendent.

Section 6. Personal Days

- A. Each July 1, full-time employees or part-time employees working thirty (30) or more hours per week shall be granted, annually, two (2) days of paid leave for personal

reasons. New employees hired prior to March 31st shall be granted one (1) personal day per program year.

- B. Unused personal leave may not be carried over year to year.
- C. Except in the event of an emergency, the employee shall give two (2) days advance notification of intent to use personal leave.
- D. If program-wide bargaining unit absences are over 15%, the Superintendent may restrict personal leave usage.
- E. The Superintendent may extend personal leave. Any extension requests must be submitted directly to the Superintendent.
- F. Personal days may not be used during program-wide inservices except with prior approval of the Superintendent.
- G. Personal days may not be taken on days scheduled for in-service training for the employee's classification.
- H. Nine (9) month employees must use personal days during the Board's 9 month calendar.
- I. One (1) personal day must be used in the first half of the program year (July 1<sup>st</sup> – December 31<sup>st</sup>) and one (1) personal day must be used in the second half of the program year (January 1<sup>st</sup> – June 30<sup>th</sup>) except with the permission of the Superintendent based upon justifiable cause.

Section 7. Injury Leave

- A. If an employee is physically injured during the course of Board employment as a direct result of violent physical outburst of a student or client, and if such employee files for temporary total disability compensation under the Workers' Compensation Act of Ohio as a result of such injury, such employee is eligible for up to thirty-five (35) days paid injury leave, less any amounts received by the employee under the Workers' Compensation Act. Any loss of time due to an assault is applicable. The Board may require a physician's statement.
- B. Application for such leave shall be made by filing a form, to be supplied by the Board, which will specify the nature of the injury and the identity of the student/client causing the injury.
- C. When an employee is out of work due to a work related injury or illness covered by the Ohio Worker's Compensation Act, said employee's medical, dental and life insurance programs will be continued for the current month and one additional month at the appropriate premium(s) contributions by the Board and the employee.
- D. An employee who sustains a work-related injury, occupational disease or occupational illness may be eligible to participate in the voluntary Transitional Work Program undertaken by the Board and administered through the Human Resource Director.
- E. For workers compensation claims arising after September 1, 2005: an employee who is on leave of absence because of an injury incurred in the line of duty will upon his/her

return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted.

Section 8. Attendance Incentive

Employees shall receive an attendance incentive under the following schedule which does not include vacation, jury duty, personal leave days, workers comp time off, professional leave or funeral leave in the calculations:

0 days absent: \$400  
1 day absent: \$300  
2 days absent: \$200  
3 days absent: \$100

Such payment shall be included in the payroll that includes August 31. Days shall accumulate at the rate of 7 1/2 or 8 hours depending on the employees contract status. To be eligible, the employee must complete his/her entire contract year. Any employee that qualifies as 0 days absent and who earns \$400 shall also earn one (1) additional personal day to be used by June 30<sup>th</sup> of the succeeding year.

**ARTICLE XIX - SEVERANCE**

Section 1.

An employee at the time of retirement from active service with the Board shall be paid for thirty percent (30%) of the value of his/ her accrued but unused sick leave credit; however, the maximum of such payment shall be fifty (50) days.

Section 2.

Such payment shall only be made for a bona fide retirement; that is, the employee qualifies and actually retires with PERS or STRS.

Section 3.

Such payment shall not be paid simply upon termination or separation.

Section 4.

To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the county, the state or any of its political subdivisions.

Section 5.

Such payment shall be based on the employee's rate of pay at the time of retirement.

Section 6.

Such payment shall eliminate all remaining sick leave credit accrued by the employee.

Section 7.

Such payment shall be made only once to any employee of the county, the state or any of its subdivisions.

Section 8.

An eligible Board employee who is retiring shall complete a "Sick Leave Payment Upon Retirement Form."

Section 9.

All employees shall receive their severance payment within sixty days of their retirement date or official notification of retirement.

Section 10.

If an employee is eligible to retire under PERS or STRS and dies prior to retirement, severance payment shall be paid to the employee's estate, as per Section 1 of this Article.

**ARTICLE XX - INSURANCE**

Section 1.

The Board will pay the following percentage of premiums for medical and dental insurance for full-time employees and part-time employees who work thirty (30) or more hours as follows:

	<u>Board's Share</u>	<u>Employee's Share</u>
Medical	90%	10%
Dental	50%	50%

Upon the expiration of the collective bargaining agreement, the percentages for medical coverage set forth herein shall be adjusted to be in compliance with State law, if any are applicable. In the event that the State law does not provide for the percentages, the Board and Employee's Share provided herein shall remain in effect.

Section 2.     Stark County Schools Council

1. The Stark Board of DD shall provide the health-care benefits and services contained in the Summary Plan Description.
2. Any health-care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County School Council of Governments or any participating member thereof, participating in the Health

Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

3. Amounts required under this collective bargaining agreement to be contributed by the employees for the cost of health insurance shall be determined by the Board of Education as a percentage to the Board's total annual program cost under the agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.
4. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.
5. If agreement is reached by the County C.O.G. and the UniServ Office on common specifications, not already contained in this contract, for the C.O.G. member districts, such specifications will become amendments to this contract upon agreement of the Association President and the Superintendent.
6. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the Stark County's Section 125 Plan.

7. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

8. Early Retirement Incentive

Health insurance benefits shall be provided to employees who participated in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with P STRS/PERS providing the participant pays 100% of the Board cost one (1) month in advance.

Section 3. Life Insurance

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee eligible to participate in the program in the amount of fifty thousand dollars \$50,000 plus an equal amount of accidental death and dismemberment coverage.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

Section 4.

The terms of the dental insurance plan are set forth in Attachment.

Section 5.

In the event the Board is forced to change carriers, from the Health Care Benefit Program of the Stark County Schools Council of Governments, the Board will continue to provide the same comparable hospitalization and medical insurance program in effect on the date of the execution of this agreement.

Prior to any necessary change of coverage to a comparable program with a new insurance carrier, the Board will notify the Association and give it the opportunity for review, questions and comments. The Board will continue to contribute the following maximum amounts under Section 1 for all employees covered under the present plan.

Section 6

**ARTICLE XXI - SALARY PLACEMENT**

Section 1.

For the duration of this Agreement, each employee shall be paid based upon the attached Salary Tables. (See Appendix A, B, C). The parties agree to a step freeze for the term of this contract.

Employees on schedules (A) and (H), steps 0, 1 and 2 shall advance one (1) step on the applicable salary schedule for the 2011-2012 contract year.

A 1% salary increase shall be added to the base of each salary schedule in contract year 2011-2012. June 9, 2011 shall be the effective date of the salary increase.

A .5% salary increase shall be added to the base of each salary schedule in contract year(s) 2012-2013 and 2013-2014. June 7, 2012 and June 6, 2013 shall be the effective date of the salary increase.

Section 2.

Every full-time employee shall receive credit on the appropriate salary table for his/her years of experience as follows:

- A. Newly hired nine (9) and twelve (12) month Intervention Specialists in the School Program with State Department of Education certification and/or MSPR certification shall receive one (1) year of credit for each year of experience. A minimum of up to five (5) years of experience credit will be given to those eligible, and the employer may grant additional credit over five (5) years at its discretion and be placed on the appropriate schedule (See Appendix A, B, and C).

Experience shall be credited as defined herein for service in any of the following areas:

1. Years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Revised Code or in another public school, regardless of training level.
  2. Years of teaching service in a chartered school or institution, or a school or institution that subsequently became chartered, or a chartered special education program or a special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Revised Code, regardless of training level.
  3. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Revised Code, to a maximum of five years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as a full year.
- B. All other bargaining unit employees shall receive experience credit for his/her years of experience working with MSPR students or clients in Stark County or in any other county board of developmental disabilities program in the state of Ohio or a state institution for the mentally retarded. A minimum of up to five (5) years of experience credit will be given to those eligible, and the employer may grant additional credit over the WM, five (5) years at its discretion. The Superintendent may grant experience for employees who have worked in facilities for dual diagnosed students/clients. This provision is not retroactive.
- C. It is the intent of the Board to fill OT, PT, COTA CPTA and Language Development Specialist positions within the bargaining unit. In order to maintain market competitiveness, the Board may grant OT and PT employees experience credit on Salary Schedule G, Language Development Specialist employees experience credit on salary Schedule I and COTA and CPTA employees experience credit on salary Schedule J & K without regard to Section B of this article.
- D. Nurses shall receive experience credit for his/her experience working as a nurse in any public or private facility. Up to 5 years of experience credit will be provided to those individuals who qualify. This provision applies to those nurses whose first day of actual work is September 1, 2001 or beyond.
- E. Employees who are hired as a Temporary (interim) shall not receive any form of service credit for time served as a Temporary (interim).

Section 3.

To advance one step on the salary schedule, an employee shall have one (1) year of experience as hereunder defined:

"Year of Experience" means at least 120 working days of full-time service in a 9-month position in a program or school year or 180 working days of service in a 12-month position in a program or school year. Time spent on an unpaid leave of absence, other than workers compensation leave shall not be counted. Service in two or more program or school years may not be combined to obtain a "Year of Experience."

Section 4.

Every employee who is eligible to be placed on salary tables VII (H) or XI (I) shall submit an official transcript to the Superintendent on or before August 31 before the beginning of the program school year for which the change in salary table placement is desired. All such changes in salary table placement shall be effective the first pay period of the new salary schedule year commencing after the transcript is received.

Section 5.

Each eligible employee shall advance on the salary schedule during the first pay period of the applicable salary schedule year.

Section 6.

Part-time employees who work thirty (30) hours or more per week shall be placed on the applicable salary schedule and shall advance on said schedule on the basis of years of experience with the employer. "Year of Experience" shall be using the same criteria set forth in sections 2, B. and 3. above.

Section 7.

Part-time employees who work less than (30) hours per week shall be hired at step zero of the applicable salary schedule and shall not advance on the schedule.

Section 8.

The hourly rate of pay for part-time employees shall be computed on the basis of the applicable salary schedule and step at which the employee is placed.

Section 9.

Employees who are hired in as a Temporary (interim) employee shall be hired at step zero of the applicable salary schedule, and shall not advance on the schedule until or unless hired as a full time or part time bargaining unit member.

## ARTICLE XXII - SALARY

### Section 1.

#### Definition of Salary Schedule Columns:

- I. (C) Nine (9) month Intervention Specialist Assistant in School Program.
- II. (J) Nine (9) month Certified Occupational Therapy Assistant and Certified Physical Therapy Assistant.
- III. (D) Twelve (12) month Intervention Specialist Assistant.
- IV. (F) Twelve (12) month Workshop Specialist I, holding valid current certification.
- V. (K) Twelve (12) month Certified Occupational Therapy Assistant and Certified Physical Therapy Assistant.
- VI. (A) Nine (9) month Intervention Specialists in School Program and Specialists. Required to hold BA Degree plus MSPR or QMRP Certification (Temporary, Provisional or Professional) in Specialty Area, BSN (9 Mos.).
- VII. (H) Nine month Intervention Specialist in School Program and Specialists holding a Master Degree plus MSPR or QMRP or specialty area for certification (Temporary, Provisional, or Professional) and 9 month Language Development Specialists.
- VIII. (E) Twelve (12) month Workshop Specialist II, holding valid, current Certification, RN (12 Mos.).
- IX. (B) Twelve (12) month School Employee required to hold BA Degree plus MSPR or QMRP Certification (Temporary, Provisional or Professional) in Specialty Area and Twelve (12) Month Employees in Evaluation and Training Unit with BA Degree and Certification (Temporary, Provisional or Professional) in Specialty Area and Adult Activity Instructor.
- X. (G) Twelve (12) month Occupational and Physical Therapists, holding Degree and Certification (Temporary, Provisional or Professional) in Specialty Area.
- XI. (I) Twelve month Intervention Specialists in School Program holding a Master Degree plus MSPR or QMRP or Specialty Area for Certification (Temporary, Provisional or Professional).  
  
Twelve month W.E.T. unit employees holding a Masters Degree in their Specialty Area and Certification (Temporary, Provisional or Professional).  
  
12 month Language Development Specialist
- XII. (L) Twelve (12) month Contract Procurement Specialist.
- XIII (M) Registered Nurse (12 month)

XIV (N) Registered Nurse (9 month)

Section 2. Salary Schedules

See Appendix A, B, C

A. Longevity steps will be added to the salary schedule as follows:

22 \$500  
27 \$500  
30 \$500

B. Salary schedule placement for the nurses will be as follows:

BSN (9 Mos.) shall be placed on Salary Schedule A

RN (12 Mos.) shall be placed on Salary Schedule E.

C. Employees on a regular basis who are required to begin work at 12:00 p.m. or later and who work a minimum of four (4) hours shall receive a shift differential of \$.30 per hour.

Section 3. Stipends

A. The following standard salary supplements have been determined for the following positions:

	2011-2012	2012-2013	2013-2014
Workshop Socials	1,320	1,335	1,350
Prom Chaperones	30	30	35
SO Nurse	3,860	3,900	3,940
Basketball	1,870	1,890	1,910
Softball	1,765	1,785	1,800
Track/Field	1,870	1,890	1,910
Bowling	1,870	1,890	1,910
Developmental	1,005	1,015	1,025
Volleyball	1,765	1,785	1,800
Swimming	1,765	1,785	1,800
Basketball HA	1,230	1,245	1,255
Softball HA	1,160	1,175	1,185
Track/Field HA	1,230	1,245	1,255
Bowling HA	1,230	1,245	1,255
Developmental HA	450	455	460
Volleyball HA	1,160	1,175	1,185
Swimming HA	1,160	1,175	1,185
Basketball Asst	835	845	855
Softball Asst	790	800	810
Track/Field Asst	835	845	855
Bowling Asst	835	845	855
Developmental Asst	450	455	460
Volleyball Asst	790	800	810
Swimming Asst	790	800	810

- B. Those holding stipend positions are responsible for the client training, coaching activity, and supervision for a period of time outside their regularly scheduled working hours as a bargaining unit employee.
- C. All extracurricular positions are for a period of one (1) year. These positions shall be posted yearly and subject to the procedure for filling vacancies.
- D. Any additional extracurricular programs shall be negotiated prior to the implementation of the program.
- E. Job descriptions shall be developed for all stipend positions. Those holding stipends shall receive a copy of the job description.
- F. Any significant changes in the duties of the extracurricular positions or length of the season from the previous year shall be renegotiated in regard to salary before the start of the next season/session.
- G.

## ARTICLE XXIII - PERS AND/OR STRS PICK-UP

### Section 1.

The fiscal agent shall contribute to the Public Employees Retirement System (PERS) and/or State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

### Section 2.

The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to 10% of said employee's total annual salary. This amount shall be paid as an employee contribution by said employee and shall be paid by the Board to PERS and/or STRS on behalf of said employee as a "pick-up" of the PERS and/or STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee. Upon the expiration of the collective bargaining agreement, the deferred employee salary shall be adjusted to be in compliance with State law.

### Section 3.

The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its, employer contributions to PERS and/or STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 4.

The Board shall compute and remit its employer contributions to PERS and/or STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary; including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

Section 5.

The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

Section 6.

The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

Section 7.

This provision shall be effective and the "pick-up" shall apply to all payroll payments made after clearance by IRS.

Section 8.

The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

**ARTICLE XXIV - GRIEVANCE PROCEDURE**

Section 1.

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 2.

A grievance, under this procedure, may be brought by any bargaining unit employee or the Association. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance and each employee desiring to be included shall sign the grievance.

Before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops.

### Section 3.

All grievances must be processed at the proper step with the administrator with the authority to resolve the grievance following the line of progression. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by management or not scheduled for meeting within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

### Section 4.

The written grievance shall be submitted on an official grievance form that must be obtained from the Association. The color of the form shall be mutually agreed upon by labor and management.

The information in Appendix D & E shall be provided on the official form as follows:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date of the incident giving rise to the grievance;
5. Date the grievance was first discussed;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific articles and sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance; and
9. The remedy requested to resolve the grievance.

### Section 5.

The time limitations provided for in this Article may be extended by mutual agreement between the Board and Association. Such extensions shall be submitted in writing and signed by both parties. Days, as used in this Article, shall mean calendar days and shall not include Saturdays, Sundays, or holidays as specified in Article IX, section 4. herein.

### Section 6.

Each grievance shall be processed in the following manner:

- A. Appealable directly at Step 3:

1. Salary (specifically money and overtime issues) and insurance must be appealed within thirty (30) days of the date of occurrence of the event giving rise to the grievance.
2. All disciplinary action must be appealed within fifteen (15) days of the date of occurrence of the event giving rise to the grievance.

B. All other grievances will begin at the Informal Step within fifteen (15) days of the incident giving rise to the grievance.

Informal Step: An employee having a grievance will first bring that complaint verbally, within fifteen (15) days of the incident giving rise to the grievance to the attention of the employee's immediate supervisor or the administrator with the authority to resolve the grievance at this level. Resolution of the matter shall occur within five (5) days of the informal discussion or the grievant, if not satisfied, may within five (5) days reduce the grievance to writing and submit the grievance at Step 1.

Step 1 - Immediate Supervisor: The immediate supervisor upon receipt of a written grievance shall schedule a formal meeting within five (5) days between him/herself and the employee filing the grievance. Within five (5) days after the formal meeting, the immediate supervisor shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the immediate supervisor, the employee may within five (5) working days pursue the grievance to Step 2 of the procedure.

Step 2 - Department Head: The Department Head upon receipt of a written grievance, shall schedule a formal meeting within five (5) days between him/herself and the employee filing the grievance. Within five (5) days after the formal meeting, the Department Head shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Department Head, the employee may within five (5) days pursue the grievance to Step 3 of the procedure.

Step 3 - Superintendent: The Superintendent or his designee upon receipt of a written grievance shall schedule a formal meeting within ten (10) days between him/herself and the employee filing the grievance. Within ten (10) working days after the formal meeting, the Superintendent or his designee shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Superintendent, the employee may pursue the grievance to arbitration in accordance with the provisions of Step 4 herein.

Step 4 - Arbitration: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon re-quest of the Association in accordance with this section of this Article. The right of the Association to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken or required to be taken on such grievance under Step 3 in the grievance procedure and any, grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Board.

A. Upon receipt of a notice to arbitrate, the Board and the Association shall attempt to select a neutral person to act as arbitrator. In the event the two (2) designated

spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, either party may submit a request to the Federal Mediation and Conciliation Services (FMCS) to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with its then applicable rules and regulations..

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;
  2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Board under applicable law under its rulemaking powers not contrary or inconsistent with terms of this Agreement;
  3. Concerning the establishment of wage scales;
  4. Granting any right or relief on any alleged grievance occurring at any time other the contract period in which such right originated.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Board, the Association, and the grievant. The decision of the arbitrator shall be final and binding upon all parties.
- D. The cost of the services of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

#### Section 7.

No employee shall file a grievance after the effective date of his/her resignation, except in matters of wages and for fringe benefits.

Section 8.

The Board and the Association will develop jointly a grievance form, which shall provide the information as outlined in section 4. The Association shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 9.

Any employee may choose one (1) other employee to accompany him/her in Step 1 through Step 3 of the grievance procedure. Such employee may be the Association President or Representative.

Section 10.

When an employee covered by this Agreement represents himself in a grievance, the Board will advise the Association of its disposition. No settlement shall be in conflict with any provisions of this Agreement.

Section 11.

The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes concerning this contract between the Board and the bargaining unit employees and the Association.

**ARTICLE XXV - WAIVER IN CASE OF EMERGENCY**

Section 1.

In case of emergency such as a natural disaster (flood, tornado, earthquake, etc.) or a civil disorder - excluding strikes and other similar acts of work stoppage - the following conditions of this Agreement shall be automatically suspended, without recourse from the Association, upon declaration of said emergency in writing by the Board.

1. Time limits for Employer/ Association replies to grievances.
2. All work rules and/or agreements and practices relating to the assignment of employees outside of classification.

Section 2.

At the conclusion of such declaration of emergency, all above suspended requirements shall be reinstated.

**ARTICLE XXVI - DRUG FREE WORKPLACE**

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an individual accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an individual for unlawfully possessing and/or using and/or manufacturing, distributing and/or dispensing any controlled

substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment if the Board so chooses.

## ARTICLE XXVII - DURATION

### Section 1.

The parties agree that this collective bargaining agreement shall have an effective date of June 1, 2011 and an expiration date of May 31, 2014.

### Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Board and Association and all prior agreements, practices and policies, either oral or written, are hereby canceled.

### Section 3.

The Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code) and all previous contracts. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance.

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

**STARK COUNTY BOARD OF DEVELOPMENTAL  
DISABILITIES**

By: *Lucy A. McMillin*  
Board President

*William Sims*  
Superintendent

05-45-11  
Board Resolution

**STARK COUNTY COMMISSIONERS**

By: *[Signature]*

*[Signature]*  
Resolution

**STARK COUNTY EDUCATORS AND PROFESSIONAL  
TRAINERS ASSOCIATION**

By: *Annellee Collins*  
Association President

Uniserv Consultant

# Resolution

Distribution  
Journal  
File  
DD

Stark County Commissioners

Adopted June 15, 2011

Subject

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE STARK COUNTY BOARD OF DEVELOPMENTAL  
DISABILITIES AND THE STARK COUNTY MR/DD  
SUPPORT STAFF ASSOCIATION

Commissioner Bernabei moved the adoption of the following Resolution which was seconded by Commissioner Creighton.

WHEREAS, the DD Board and the Stark County MR/DD Support Staff Association have submitted a three-year agreement.

## NOW, THEREFORE, BE IT RESOLVED:

That the Stark County Board of Commissioners hereby approves the collective bargaining agreement between the DD Board and the Stark County MR/DD Support Staff Association effective June 1, 2011 through May 31, 2014, which agreement is incorporated herein by reference and made a part hereof of the same as though rewritten herein in full.

Upon roll call the vote resulted as follows:

MR. FERGUSON - yes MS CREIGHTON - no MR. BERNABEI - yes

## CERTIFICATE

I, Marsha A. Cimadevilla, Personnel Manager and Assistant Clerk to the Board of the Stark County Commissioners, hereby certify the foregoing to be a true and correct record of the action adopted by the Board.

Marsha A. Cimadevilla

**APPENDIX**

A – Salary Schedule 2011-2012

2011-2012							
Schedule A				Schedule B			
9 Month Instructor w/BA				12 Month School Employees w/BA			
Step	Weekly	Prorated	Actual	Step	Weekly	Prorated	Actual
0	27,812.00	1069.69	14.2625	0	36,002.00	1384.69	18.4626
1	31,399.00	1207.65	16.1020	1	40,649.00	1563.42	20.8456
2	32,500.00	1250.00	16.6667	2	42,072.00	1618.15	21.5754
3	33,637.00	1293.73	17.2497	3	43,542.00	1674.69	22.3292
4	34,811.00	1338.88	17.8517	4	45,068.00	1733.38	23.1118
5	36,029.00	1385.73	18.4764	5	46,640.00	1793.85	23.9179
6	37,290.00	1434.23	19.1231	6	48,275.00	1856.73	24.7564
7	38,962.00	1498.54	19.9605	7	50,444.00	1940.15	25.8687
8	40,723.00	1566.27	20.8836	8	52,716.00	2027.54	27.0338
9	42,555.00	1636.73	21.8231	9	55,084.00	2118.62	27.2482
10	44,462.00	1710.08	22.8011	10	57,566.00	2214.08	29.5210
11	46,464.00	1787.08	23.8277	11	60,156.00	2313.69	30.8492
12	48,555.00	1867.50	24.9000	12	62,858.00	2417.62	32.2349
13	50,495.00	1942.12	25.8949	13	65,371.00	2514.27	33.5236
14	52,515.00	2019.81	26.9308	14	67,987.00	2614.88	34.8651
15	52,515.00	2019.81	26.9308	15	67,987.00	2614.88	34.8651
16	52,515.00	2019.81	26.9308	16	67,987.00	2614.88	34.8651
17	53,041.00	2040.04	27.2005	17	68,667.00	2641.04	35.2138
18	53,041.00	2040.04	27.2005	18	68,667.00	2641.04	35.2138
19	53,041.00	2040.04	27.2005	19	68,667.00	2641.04	35.2138
20	53,572.00	2060.46	27.4728	20	69,355.00	2667.50	35.5667
22	54,072.00	2079.69	27.7292	22	69,855.00	2686.73	35.8231
27	54,072.00	2098.92	27.9856	27	70,355.00	2705.96	36.0795
30	55,072.00	2118.15	28.2420	30	70,855.00	2725.19	36.3359

Schedule C  
9 Month Instructor Assistant

Step	Weekly	Prorated	Actual
0	17,215.00	662.12	8.8283
1	19,709.00	758.04	10.1072
2	20,634.00	793.62	10.5816
3	21,554.00	829.00	11.0533
4	22,482.00	864.69	11.5292
5	23,409.00	900.35	12.0047
6	24,333.00	935.88	12.4784
7	25,255.00	971.35	12.9513
8	26,179.00	1006.88	13.4251
9	27,104.00	1042.46	13.8995
10	28,029.00	1078.04	14.3739
11	28,957.00	1113.73	14.8497
12	29,882.00	1149.31	15.3241
13	30,802.00	1184.69	15.7959
14	31,730.00	1220.38	16.2717
15	31,730.00	1220.38	16.2717
16	31,730.00	1220.38	16.2717
17	32,047.00	1232.58	16.4344
18	32,047.00	1232.58	16.4344
19	32,047.00	1232.58	16.4344
20	32,368.00	1244.92	16.5989
22	32,868.00	1264.15	16.8553
27	33,368.00	1283.38	17.1117
30	33,868.00	1302.62	17.3683

Schedule C  
9 Month Instructor Assistant (60 Hrs.)

Step	Weekly	Prorated	Actual
0	14,128.00	543.38	9.0563
1	16,174.00	622.08	10.3680
2	16,934.00	651.31	10.8552
3	17,689.00	680.35	11.3392
4	18,450.00	709.62	11.8270
5	19,210.00	738.85	12.3142
6	19,969.00	768.04	12.8007
7	20,725.00	797.12	13.2853
8	21,484.00	826.31	13.7718
9	22,243.00	855.50	14.2583
10	23,002.00	884.69	14.7448
11	23,763.00	913.96	15.2327
12	24,523.00	949.19	15.7198
13	25,277.00	972.19	16.2032
14	26,040.00	1001.54	16.6923
15	26,040.00	1001.54	16.2923
16	26,040.00	1001.54	16.2923
17	26,299.00	1011.50	16.8583
18	26,299.00	1011.50	16.8583
19	26,299.00	1011.50	16.8583
20	26,563.00	1021.65	17.0275
22	26,978.00	1037.62	17.2937
27	27,392.00	1036.54	17.5590
30	27,806.00	1069.46	17.8243

Schedule D  
12 Month Instructor Assistant

Step	Bi-		
	Weekly	Actual	
0	22,314.00	858.23	11.4431
1	25,123.00	965.27	12.8836
2	25,924.00	997.08	13.2944
3	26,756.00	1,029.08	13.7211
4	27,614.00	1,062.08	14.1611
5	28,492.00	1,095.85	14.6113
6	29,405.00	1,130.96	15.0795
7	30,348.00	1,167.23	15.5631
8	31,320.00	1,204.62	16.0616
9	32,318.00	1,243.00	16.5733
10	33,356.00	1,282.92	17.1056
11	34,421.00	1,323.88	17.6517
12	35,524.00	1,366.31	18.2175
13	36,660.00	1,410.00	18.8000
14	37,836.00	1,455.23	19.4031
15	37,836.00	1,455.23	19.4031
16	37,836.00	1,455.23	19.4031
17	38,214.00	1,469.77	19.5969
18	38,214.00	1,469.77	19.5969
19	38,214.00	1,469.77	19.5969
20	38,597.00	1,484.50	19.7933
22	39,097.00	1,503.73	20.0497
27	39,597.00	1,522.96	20.3061
30	40,097.00	1,542.19	20.5625

Schedule E  
12 Month Workshop Specialist II

Step	Bi-		
	Weekly	Actual	
0	28,943.00	1,113.19	14.8425
1	32,668.00	1,256.46	16.7528
2	33,823.00	1,300.88	17.3451
3	35,005.00	1,346.35	17.9513
4	36,229.00	1,393.42	18.5789
5	37,500.00	1,442.31	19.2308
6	38,811.00	1,492.73	19.9031
7	40,555.00	1,559.81	20.7975
8	42,370.00	1,629.62	21.7283
9	44,293.00	1,703.58	22.7144
10	26,283.00	1,780.12	23.7349
11	48,361.00	1,860.04	24.8005
12	50,538.00	1,943.77	25.9169
13	52,559.00	2,021.50	26.9533
14	54,662.00	2,102.38	28.0317
15	54,662.00	2,102.38	28.0317
16	54,662.00	2,102.35	28.0317
17	55,210.00	2,123.46	28.3128
18	55,210.00	2,123.46	28.3128
19	55,210.00	2,123.46	28.3128
20	55,761.00	2,144.65	28.5953
22	56,261.00	2,163.88	28.8517
27	56,761.00	2,183.12	29.1083
30	57,261.00	2,202.35	29.3647

Schedule F  
12 Month Workshop Specialist I

Step		Bi- Weekly	Actual
0	22,588.00	868.77	11.5836
1	25,630.00	985.77	13.1436
2	26,648.00	1,024.92	13.6656
3	27,716.00	1,066.00	14.2133
4	28,827.00	1,108.73	14.7831
5	29,977.00	1,152.96	15.3728
6	31,181.00	1,199.27	15.9903
7	32,427.00	1,247.19	16.6292
8	33,726.00	1,297.15	17.2953
9	35,072.00	1,348.92	17.9856
10	36,476.00	1,402.92	18.7056
11	37,930.00	1,458.85	19.4513
12	39,451.00	1,517.35	20.2313
13	41,029.00	1,578.04	21.0405
14	42,671.00	1,641.19	21.8825
15	42,671.00	1,641.19	21.8825
16	42,671.00	1,641.19	21.8825
17	43,096.00	1,657.54	22.1005
18	43,096.00	1,657.54	21.0005
19	43,096.00	1,657.54	21.0005
20	43,530.00	1,674.23	22.3231
22	44,030.00	1,693.46	22.5795
27	44,530.00	1,712.69	22.8359
30	45,030.00	1,731.92	23.0923

Schedule F  
12 Month Workshop Specialist I (60Hrs.)

Step		Bi- Weekly	Actual
0	18,071.00	695.02	11.5836
1	20,504.00	788.62	13.1436
2	21,318.00	819.94	13.6656
3	22,173.00	852.80	14.2133
4	23,062.00	886.99	14.7831
5	23,982.00	922.37	15.3728
6	24,945.00	959.42	15.9903
7	25,942.00	997.75	16.6292
8	26,981.00	1,037.72	17.2953
9	28,058.00	1,079.14	17.9856
10	29,181.00	1,122.34	18.7056
11	30,344.00	1,167.08	19.4513
12	31,561.00	1,213.88	20.2313
13	32,823.00	1,262.43	21.0405
14	34,137.00	1,312.95	21.8825
15	34,137.00	1,312.95	21.8825
16	34,137.00	1,312.95	21.8825
17	34,477.00	1,326.03	22.1005
18	34,477.00	1,326.03	22.1005
19	34,477.00	1,326.03	22.1005
20	34,824.00	1,339.39	22.3231
22	35,324.00	1,358.62	22.6437
27	35,824.00	1,377.85	22.9642
30	36,324.00	1,397.08	23.2847

Schedule G  
12 Mo. Occup. & Phys. Therap. w/Degree  
Bi-

Step		Weekly	Actual
0	39,596.00	1,522.92	20.3056
1	43,961.00	1,690.81	22.5441
2	45,499.00	1,749.96	23.3328
3	47,091.00	1,811.19	24.1492
4	48,738.00	1,874.54	24.9939
5	50,438.00	1,939.92	25.8656
6	52,207.00	2,007.96	26.7728
7	54,553.00	2,098.19	27.9759
8	57,008.00	2,192.62	29.2349
9	59,576.00	2,291.38	30.5517
10	62,253.00	2,394.35	31.9247
11	65,051.00	2,501.96	33.3595
12	67,981.00	2,614.65	34.8620
13	70,965.00	2,719.04	36.2539
14	73,521.00	2,827.73	37.7031
15	73,521.00	2,827.73	37.7031
16	73,521.00	2,827.73	37.7031
17	74,258.00	2,856.08	38.0811
18	74,258.00	2,856.08	38.0811
19	74,258.00	2,856.08	38.0811
20	75,000.00	2,884.62	38.4616
22	75,500.00	2,903.85	38.7180
27	76,000.00	2,923.08	38.9744
30	76,500.00	2,942.31	39.2308

Schedule G  
9 Mo. Occup. & Phys. Therap. w/Degree  
Bi-

Step		Weekly	Prorated	Actual
0	28,022.00	1,077.77	14.3703	20.3056
1	31,111.00	1,196.58	15.9544	22.5441
2	32,199.00	1,238.42	16.5123	23.3328
3	33,326.00	1,281.77	17.0903	24.1492
4	34,492.00	1,326.62	17.6883	24.9939
5	35,695.00	1,372.88	18.3051	25.8656
6	36,946.00	1,421.00	18.9467	26.7728
7	38,607.00	1,484.88	19.7984	27.9759
8	40,344.00	1,551.69	20.6892	29.2349
9	42,161.00	1,621.58	21.6211	30.5517
10	44,056.00	1,694.46	22.5928	31.9247
11	46,036.00	1,770.62	23.6083	33.3595
12	48,110.00	1,850.38	24.6717	34.8620
13	50,030.00	1,924.23	25.6564	36.2539
14	52,030.00	2,001.15	26.6820	37.7031
15	52,030.00	2,001.15	26.6820	37.7031
16	52,030.00	2,001.15	26.6820	37.7031
17	52,552.00	2,021.23	26.9497	38.0811
18	52,552.00	2,021.23	26.9497	38.0811
19	52,552.00	2,021.23	26.9497	38.0811
20	53,077.00	2,041.42	27.2189	38.4616
22	53,577.00	2,060.65	27.4753	38.8239
27	54,077.00	2,079.88	27.7317	39.1862
30	54,577.00	2,099.12	27.9883	39.5485

Schedule H  
9 Month Instructor & Specialist w/M.A.

Step	Bi-Weekly	Prorated	Actual
0	29,245.00	1,124.81	14.9975
1	33,475.00	1,287.50	17.1667
2	35,049.00	1,348.04	17.9739
3	36,626.00	1,408.69	18.7825
4	38,199.00	1,469.19	19.5892
5	39,777.00	1,529.88	20.3984
6	41,428.00	1,593.38	21.2451
7	43,080.00	1,656.92	22.0923
8	44,733.00	1,720.50	22.9400
9	46,383.00	1,783.96	23.7861
10	48,038.00	1,847.62	24.6349
11	49,691.00	1,911.19	25.4825
12	51,448.00	1,978.77	26.3836
13	53,209.00	2,046.50	27.2867
14	54,962.00	2,113.92	28.1856
15	54,962.00	2,113.92	28.1856
16	54,962.00	2,113.92	28.1856
17	55,514.00	2,135.15	28.4687
18	55,514.00	2,135.15	28.4687
19	55,514.00	2,135.15	28.4687
20	56,066.00	2,156.38	28.7517
22	56,566.00	2,175.62	29.0083
27	57,066.00	2,194.85	29.2647
30	57,566.00	2,214.08	29.5211

Schedule I  
12 Month Instructor & W.E.T. w/M.A.

Step	Bi-Weekly	Actual
0	36,822.00	1,416.23
1	42,159.00	1,621.50
2	44,155.00	1,698.27
3	46,151.00	1,775.04
4	48,150.00	1,851.92
5	50,138.00	1,928.38
6	52,341.00	2,013.12
7	54,542.00	2,097.77
8	56,744.00	2,182.46
9	58,939.00	2,268.88
10	61,143.00	2,351.65
11	63,342.00	2,436.23
12	65,820.00	2,531.54
13	68,292.00	2,626.62
14	70,773.00	2,722.04
15	70,773.00	2,722.04
16	70,773.00	2,722.04
17	71,480.00	2,749.23
18	71,480.00	2,749.23
19	71,480.00	2,749.23
20	72,194.00	2,776.69
22	72,694.00	2,795.92
27	73,194.00	2,815.15
30	73,694.00	2,834.38

Schedule J  
9 Month C.O.T.A. & C.P.T.A.

Step	Bi-			
	Weekly	Prorated	Actual	
0	20,346.00	782.54	10.4339	14.7436
1	22,938.00	882.23	11.7631	16.6216
2	23,904.00	919.38	12.2584	17.3216
3	24,699.00	949.96	12.6661	17.8975
4	25,519.00	981.50	13.0867	18.4917
5	26,371.00	1,014.27	13.5236	19.1092
6	27,255.00	1,048.27	13.9769	19.7497
7	28,265.00	1,087.12	14.4949	20.4820
8	29,211.00	1,123.50	14.9800	21.1677
9	30,187.00	1,161.04	15.4805	21.8744
10	31,201.00	1,200.04	16.0005	22.6092
11	32,249.00	1,240.35	16.5380	23.3687
12	33,331.00	1,281.96	17.0928	24.1528
13	34,454.00	1,325.15	17.6687	24.9667
14	35,614.00	1,369.77	18.2636	25.8072
15	35,614.00	1,369.77	18.2636	25.8072
16	35,614.00	1,369.77	18.2636	25.8072
17	35,971.00	1,383.50	18.4467	26.0661
18	35,971.00	1,383.50	18.4467	26.0661
19	35,971.00	1,383.50	18.4467	26.0661
20	36,331.00	1,397.35	18.6313	26.3267
22	36,831.00	1,416.58	18.8877	26.6891
27	37,331.00	1,435.81	19.1441	27.0514
30	37,831.00	1,455.04	19.4005	27.4138

Schedule K  
12 Month C.O.T.A. & C.P.T.A.

Step	Bi-		
	Weekly	Prorated	Actual
0	28,750.00	1,105.77	14.7436
1	32,412.00	1,246.62	16.6216
2	33,777.00	1,299.12	17.3216
3	34,900.00	1,342.31	17.8975
4	36,059.00	1,386.88	18.4917
5	37,263.00	1,433.19	19.1092
6	38,512.00	1,481.23	19.7497
7	39,940.00	1,536.15	20.4820
8	41,277.00	1,587.58	21.1677
9	42,655.00	1,640.58	21.8744
10	44,088.00	1,695.69	22.6092
11	45,569.00	1,752.65	23.3687
12	47,098.00	1,811.46	24.1528
13	48,685.00	1,872.50	24.9667
14	50,324.00	1,935.54	25.8072
15	50,324.00	1,935.54	25.8072
16	50,324.00	1,935.54	25.8072
17	50,829.00	1,954.96	26.0661
18	50,829.00	1,954.96	26.0661
19	50,829.00	1,954.96	26.0661
20	51,337.00	1,974.50	26.3267
22	51,837.00	1,993.73	26.5831
27	52,337.00	2,012.96	26.8395
30	52,837.00	2,032.19	27.0959

Schedule L  
 12 Month Contract Procurement Specialist

<b>Step</b>		<b>Bi- Weekly</b>	<b>Actual</b>
0	32,473.00	1,248.96	15.6120
1	36,666.00	1,410.23	17.6279
2	37,951.00	1,459.65	18.2456
3	39,270.00	1,510.38	18.8798
4	40,649.00	1,563.42	19.5428
5	42,071.00	1,618.12	20.2265
6	43,542.00	1,674.69	209336
7	45,501.00	1,750.04	21.8755
8	47,551.00	1,828.88	22.8610
9	49,688.00	1,911.08	23.8885
10	51,924.00	1,997.08	24.9635
11	54,252.00	2,087.00	26.0875
12	56,700.00	2,180.77	27.2596
13	58,968.00	2,268.00	28.3500
14	61,324.00	2,358.62	29.4828
15	61,324.00	2,358.62	29.4828
16	61,324.00	2,358.62	29.4828
17	61,937.00	2,382.19	29.7774
18	61,937.00	2,382.19	29.7774
19	61,937.00	2,382.19	297774
20	62,555.00	2,405.96	30.0745
22	63,055.00	2,425.19	30.3149
27	63,555.00	2,444.42	30.5553
30	64,055.00	2,463.65	30.7956

APPENDIX

B – Salary Schedule 2012-2013

2012-2013

Schedule A

9 Month Instructor w/BA

Bi-

Schedule B

12 Month School Employees w/BA

Bi-

Step	Weekly	Prorated	Actual	Step	Weekly	Prorated	Actual		
0	27,951.00	1,075.04	14.3339	20.2543	0	36,182.00	1,391.62	18.5549	18.5549
1	31,556.00	1,213.69	16.1825	22.8667	1	40,852.00	1,571.23	20.9497	20.9497
2	32,663.00	1,256.27	16.7503	23.6688	2	42,282.00	1,626.23	21.6831	21.6831
3	33,805.00	1,300.19	17.3359	24.4964	3	43,760.00	1,683.08	22.4410	22.4410
4	34,985.00	1,345.58	17.9411	25.3514	4	45,293.00	1,742.04	23.2272	23.2272
5	36,209.00	1,392.65	18.5687	26.2384	5	46,873.00	1,802.81	24.0374	24.0374
6	34,476.00	1,441.38	19.2184	27.1565	6	48,516.00	1,866.00	24.8800	24.8800
7	39,157.00	1,508.04	20.0805	28.3746	7	50,696.00	1,949.85	25.9979	25.9979
8	40,927.00	1,574.12	20.9883	29.6572	8	52,980.00	2,037.69	27.1692	27.1692
9	42,768.00	1,644.92	21.9323	30.9913	9	55,359.00	2,129.19	28.3892	28.3892
10	44,684.00	1,718.62	22.9149	32.3797	10	57,854.00	2,225.15	29.6687	29.6687
11	46,696.00	1,796.00	23.9467	33.8377	11	60,457.00	2,325.27	31.0036	31.0036
12	48,798.00	1,876.65	25.0247	35.3609	12	63,172.00	2,429.69	32.3959	32.3959
13	50,747.00	1,951.81	26.0241	36.7732	13	65,698.00	2,526.85	33.6913	33.6913
14	52,778.00	2,029.92	27.0656	38.2449	14	68,327.00	2,627.96	35.0395	35.0395
15	52,778.00	2,029.92	27.0656	38.2449	15	68,327.00	2,627.96	35.0395	35.0395
16	52,778.00	2,029.92	27.0656	38.2449	16	68,327.00	2,627.96	35.0395	35.0395
17	53,306.00	2,050.23	27.3364	38.6275	17	69,010.00	2,654.23	35.3897	35.3897
18	53,306.00	2,050.23	27.3364	38.6275	18	69,010.00	2,654.23	35.3897	35.3897
19	53,306.00	2,050.23	27.3364	38.6275	19	69,010.00	2,654.23	35.3897	35.3897
20	53,840.00	2,070.77	27.6103	39.0145	20	69,702.00	2,680.85	35.7446	35.7446
22	54,340.00	2,090.00	27.8667	39.3768	22	70,202.00	2,700.08	36.0010	36.0010
27	54,840.00	2,109.23	28.1231	39.7391	27	70,702.00	2,719.31	36.2574	36.2574
30	55,340.00	2,128.46	28.3795	40.1014	30	71,202.00	2,738.54	36.5138	36.5138

Schedule C  
9 Month Instructor Assistant

Step		Bi- Weekly	Prorated	Actual
0	17,301.00	665.42	8.8723	12.5370
1	19,808.00	761.85	10.1580	14.3536
2	20,737.00	797.58	10.6344	15.0268
3	21,662.00	833.15	11.1087	15.6971
4	22,594.00	869.00	11.5867	16.3725
5	23,526.00	904.85	12.0647	17.0478
6	24,455.00	940.58	12.5411	17.7210
7	25,381.00	976.19	13.0159	18.3920
8	26,310.00	1,011.92	13.4923	19.0652
9	27,240.00	1,047.69	13.9692	19.7391
10	28,169.00	1,083.42	14.4456	20.4123
11	29,102.00	1,119.31	14.9241	21.0884
12	30,031.00	1,155.04	15.4005	21.7616
13	30,956.00	1,190.62	15.8749	22.4319
14	31,889.00	1,226.50	16.3533	23.1080
15	31,889.00	1,226.50	16.3533	23.1080
16	31,889.00	1,226.50	16.3533	23.1080
17	32,207.00	1,238.73	16.5164	23.3384
18	32,207.00	1,238.73	16.5164	23.3384
19	32,207.00	1,238.73	16.5164	23.3384
20	32,530.00	1,251.15	16.6820	23.5725
22	33,030.00	1,270.38	16.9384	23.9348
27	33,530.00	1,289.52	17.1949	24.2971
30	34,030.00	1,308.85	17.4513	24.6594

Schedule C  
9 Month Instructor Assistant (60 Hrs.)

Step		Bi- Weekly	Prorated	Actual
0	14,199.00	546.12	9.1020	12.5377
1	16,255.00	625.19	10.4198	14.3532
2	17,019.00	654.58	10.9097	15.0278
3	17,777.00	683.73	11.3955	15.6971
4	18,542.00	713.15	11.8858	16.3726
5	19,306.00	742.54	12.3757	17.0472
6	20,069.00	771.88	12.8647	17.7210
7	20,829.00	801.12	13.3520	18.3921
8	21,591.00	830.42	13.8403	19.0649
9	22,354.00	859.77	14.3295	19.7386
10	23,117.00	889.12	14.8187	20.4124
11	23,882.00	918.54	15.3090	21.0879
12	24,646.00	947.92	15.7987	21.7625
13	25,403.00	977.04	16.2840	22.4309
14	26,170.00	1,006.54	16.7757	23.1082
15	26,170.00	1,006.54	16.7757	23.1082
16	26,170.00	1,006.54	16.7757	23.1082
17	26,430.00	1,016.54	16.9423	23.3377
18	26,430.00	1,016.54	16.9423	23.3377
19	26,430.00	1,016.54	16.9423	23.3377
20	26,696.00	1,026.77	17.1128	23.5726
22	27,113.00	1,042.81	17.3802	23.9408
27	27,529.00	1,058.81	17.6468	24.3082
30	27,945.00	1,074.81	17.9135	24.6755

Schedule D  
12 Month Instructor Assistant  
Bi-

Step		Weekly	Actual
0	22,426.00	862.54	11.5005
1	25,249.00	971.12	12.9483
2	26,054.00	1,002.08	13.3611
3	26,890.00	1,034.23	13.7897
4	27,752.00	1,067.38	14.2317
5	28,634.00	1,101.31	14.6841
6	29,552.00	1,136.62	15.1549
7	30,500.00	1,173.08	15.6411
8	31,477.00	1,210.65	16.1420
9	32,480.00	1,249.23	16.6564
10	33,523.00	1,289.35	17.1913
11	34,593.00	1,330.50	17.7400
12	35,702.00	1,373.15	18.3087
13	36,843.00	1,417.04	18.8939
14	38,025.00	1,462.50	19.5000
15	38,025.00	1,462.50	19.5000
16	38,025.00	1,462.50	19.5000
17	38,405.00	1,477.12	19.6949
18	38,405.00	1,477.12	19.6949
19	38,405.00	1,477.12	19.6949
20	38,790.00	1,491.92	19.8923
22	39,290.00	1,511.15	20.1487
27	39,790.00	1,530.38	20.4051
30	40,290.00	1,549.62	20.6616

Schedule E  
12 Month Workshop Specialist II.  
Bi-

Step		Weekly	Actual
0	29,088.00	1,118.77	14.9169
1	32,831.00	1,262.73	16.8364
2	33,992.00	1,307.38	17.4317
3	35,180.00	1,353.08	18.0411
4	36,410.00	1,400.38	18.6716
5	37,688.00	1,449.54	19.3272
6	39,005.00	1,500.19	20.0025
7	40,758.00	1,567.62	20.9016
8	42,582.00	1,637.77	21.8369
9	44,514.00	1,712.08	22.8277
10	46,514.00	1,789.00	23.8533
11	48,603.00	1,869.35	24.9247
12	50,791.00	1,953.50	26.0467
13	52,822.00	2,031.62	27.0883
14	54,935.00	2,112.88	28.1717
15	54,935.00	2,112.88	28.1717
16	54,935.00	2,112.88	28.1717
17	55,486.00	2,134.08	28.4544
18	55,486.00	2,134.08	28.4544
19	55,486.00	2,134.08	28.4544
20	56,040.00	2,155.38	28.7384
22	56,540.00	2,174.62	28.9949
27	57,040.00	2,193.85	29.2513
30	57,540.00	2,213.08	29.5077

Schedule F  
12 Month Workshop Specialist I

Step		Bi- Weekly	Actual
0	22,701.00	873.12	11.6416
1	25,758.00	990.69	13.2092
2	26,781.00	1,030.04	13.7339
3	27,855.00	1,071.35	14.2847
4	28,971.00	1,114.27	14.8569
5	30,127.00	1,158.73	15.4497
6	31,337.00	1,205.27	16.0703
7	32,589.00	1,253.42	16.7123
8	33,895.00	1,303.65	17.3820
9	35,247.00	1,355.65	18.0753
10	36,658.00	1,409.92	18.7989
11	38,120.00	1,466.15	19.5487
12	39,648.00	1,524.92	20.3323
13	41,234.00	1,585.92	21.1456
14	42,884.00	1,649.38	21.9917
15	42,884.00	1,649.38	21.9917
16	42,884.00	1,649.38	21.9917
17	43,311.00	1,665.81	22.2108
18	43,311.00	1,665.81	22.2108
19	43,311.00	1,665.81	22.2108
20	43,748.00	1,682.62	22.4349
22	44,248.00	1,701.85	22.6913
27	44,748.00	1,721.08	22.9477
30	45,248.00	1,740.31	23.2041

Schedule F  
12 Month Workshop Specialist I (60Hrs.)

Step		Bi- Weekly	Actual
0	18,161.00	698.50	11.6416
1	20,606.00	792.55	13.2092
2	21,425.00	824.03	13.7339
3	22,284.00	857.08	14.2847
4	23,177.00	891.41	14.8569
5	24,101.00	926.98	15.4497
6	25,070.00	964.22	16.0703
7	26,071.00	1,002.74	16.7123
8	27,116.00	1,042.92	17.3820
9	28,198.00	1,084.52	18.0753
10	29,326.00	1,127.93	18.7989
11	30,496.00	1,172.92	19.5487
12	31,718.00	1,219.94	20.3323
13	32,987.00	1,268.74	21.1456
14	34,307.00	1,319.50	21.9917
15	34,307.00	1,319.50	21.9917
16	34,307.00	1,319.50	21.9917
17	34,649.00	1,332.65	22.2108
18	34,649.00	1,332.65	22.2108
19	34,649.00	1,332.65	22.2108
20	34,998.00	1,346.09	22.4349
22	35,498.00	1,365.31	22.7552
27	35,998.00	1,384.54	23.0757
30	36,498.00	1,403.77	23.3962

Schedule G  
12 Mo. Occup. & Phys. Therap. w/Degree  
Bi-

Step		Weekly	Actual
0	39,794.00	1,530.54	20.4072
1	44,181.00	1,699.27	22.6569
2	45,726.00	1,758.69	23.4492
3	47,326.00	1,820.23	24.2697
4	48,982.00	1,883.92	25.1189
5	50,690.00	1,949.62	25.9949
6	52,468.00	2,016.00	26.9067
7	54,266.00	2,108.69	28.1159
8	57,293.00	2,203.58	29.3811
9	59,874.00	2,302.85	30.7047
10	62,564.00	2,406.31	32.0841
11	65,376.00	2,514.46	33.5261
12	68,321.00	2,627.73	35.0364
13	71,048.00	2,732.62	36.4349
14	73,889.00	2,841.88	37.8917
15	73,889.00	2,841.88	37.8917
16	73,889.00	2,841.88	37.8917
17	74,629.00	2,870.35	38.2713
18	74,629.00	2,870.35	38.2713
19	74,629.00	2,870.35	38.2713
20	75,375.00	2,899.04	38.6539
22	75,875.00	2,918.27	38.9103
27	76,375.00	2,937.50	39.1667
30	76,875.00	2,956.73	39.4231

Schedule G  
9 Mo. Occup. & Phys. Therap. w/Degree  
Bi-

Step		Weekly	Prorated	Actual
0	28,162.00	1,083.15	14.4420	20.4072
1	31,267.00	1,202.58	16.0344	22.6569
2	32,360.00	1,244.62	16.5949	23.4492
3	33,492.00	1,288.15	17.1753	24.2697
4	34,664.00	1,333.23	17.7764	25.1189
5	35,873.00	1,379.73	18.3964	25.9949
6	37,131.00	1,428.12	19.0416	26.9067
7	38,800.00	1,492.31	19.8975	28.1159
8	40,546.00	1,559.46	20.7928	29.3811
9	42,372.00	1,629.69	21.7292	30.7047
10	44,276.00	1,702.92	22.7056	32.0841
11	46,266.00	1,779.46	23.7261	33.5261
12	48,350.00	1,859.62	24.7949	35.0364
13	50,280.00	1,933.85	25.7847	36.4349
14	52,291.00	2,011.19	26.8159	37.8917
15	52,291.00	2,011.19	26.8159	37.8917
16	52,291.00	2,011.19	26.8159	37.8917
17	52,814.00	2,031.31	27.0841	38.2713
18	52,814.00	2,031.31	27.0841	38.2713
19	52,814.00	2,031.31	27.0841	38.2713
20	53,342.00	2,051.62	27.3549	38.6539
22	53,842.00	2,070.85	27.6113	39.0159
27	54,342.00	2,090.08	27.8677	39.3783
30	54,842.00	2,109.31	28.1241	39.7406

Schedule H  
9 Month Instructor & Specialist w/M.A.  
Bi-

Step	Weekly	Prorated	Actual
0	29,391.00	1,130.42	15.0723 21.2978
1	33,642.00	1,293.92	17.2523 24.3783
2	35,224.00	1,354.77	18.0636 25.5246
3	36,809.00	1,415.73	18.8764 26.6732
4	38,390.00	1,476.54	19.6872 27.8188
5	39,976.00	1,537.54	20.5005 28.9681
6	41,635.00	1,601.35	21.3513 30.1703
7	43,295.00	1,665.19	22.2026 31.3732
8	44,957.00	1,729.12	23.0549 32.5775
9	46,615.00	1,792.88	23.9051 33.7790
10	48,278.00	1,856.85	24.7580 34.9841
11	49,939.00	1,920.73	25.6097 36.1877
12	51,705.00	1,988.65	26.5153 37.4674
13	53,475.00	2,056.73	27.4231 38.7500
14	55,237.00	2,124.50	28.3267 40.0268
15	55,237.00	2,124.50	28.3267 40.0268
16	55,237.00	2,124.50	28.3267 40.0268
17	55,792.00	2,145.85	28.6113 40.4290
18	55,792.00	2,145.85	28.6113 40.4290
19	55,792.00	2,145.85	28.6113 40.4290
20	56,346.00	2,167.15	28.8953 40.8304
22	56,846.00	2,186.38	29.1517 41.1928
27	57,346.00	2,205.62	29.4083 41.5551
30	57,846.00	2,224.85	29.6647 41.9174

Schedule I  
12 Month Instructor & W.E.T. w/M.A.  
Bi-

Step	Weekly	Actual
0	37,006.00	1,423.31 18.9775
1	42,370.00	1,629.62 21.7283
2	44,376.00	1,706.77 22.7569
3	46,382.00	1,783.92 23.7856
4	48,391.00	1,861.19 24.8159
5	50,389.00	1,938.04 25.8405
6	52,603.00	2,023.19 26.9759
7	54,815.00	2,108.27 28.1103
8	57,028.00	2,193.38 29.2451
9	59,234.00	2,278.23 30.3764
10	61,449.00	2,363.42 31.5123
11	63,659.00	2,448.42 32.6456
12	66,149.00	2,544.19 33.9225
13	68,633.00	2,639.73 35.1964
14	71,127.00	2,735.65 36.4753
15	71,127.00	2,735.65 36.4753
16	71,127.00	2,735.65 36.4753
17	71,837.00	2,762.96 36.8395
18	71,837.00	2,762.96 36.8395
19	71,837.00	2,762.96 36.8395
20	72,555.00	2,790.58 37.2077
22	73,055.00	2,809.81 37.4641
27	73,555.00	2,829.04 37.7205
30	74,055.00	2,848.27 37.9769

Schedule J  
9 Month C.O.T.A. & C.P.T.A.

Step		BI-		
		Weekly	Prorated	Actual
0	20,448.00	786.46	10.4861	14.8175
1	23,052.00	886.62	11.8216	16.7047
2	24,023.00	923.96	12.3195	17.4083
3	24,822.00	954.69	12.7292	17.9872
4	25,646.00	986.38	13.1517	18.5841
5	26,502.00	1,019.31	13.5908	19.2047
6	27,391.00	1,053.50	14.0467	19.8487
7	28,407.00	1,092.58	14.5677	20.5847
8	29,357.00	1,129.12	15.0549	21.2733
9	30,337.00	1,166.81	15.5575	21.9836
10	31,356.00	1,206.00	16.0800	22.7220
11	32,410.00	1,246.54	16.6205	23.4856
12	33,497.00	1,288.35	17.1780	24.2733
13	34,626.00	1,331.77	17.7569	25.0913
14	35,792.00	1,376.62	18.3549	25.9364
15	35,792.00	1,376.62	18.3549	25.9364
16	35,792.00	1,376.62	18.3549	25.9364
17	36,151.00	1,390.42	18.5389	26.1964
18	36,151.00	1,390.42	18.5389	26.1964
19	36,151.00	1,390.42	18.5389	26.1964
20	36,513.00	1,404.35	18.7247	26.4584
22	37,013.00	1,423.58	18.9811	26.8210
27	37,513.00	1,442.81	19.2375	27.1833
30	38,013.00	1,462.04	19.4939	27.5457

Schedule K  
12 Month C.O.T.A. & C.P.T.A.

Step		BI-		
		Weekly	Prorated	Actual
0	28,894.00	1,111.31		14.8175
1	32,574.00	1,252.85		16.7047
2	33,946.00	1,305.62		17.4083
3	35,075.00	1,349.04		17.9872
4	36,239.00	1,393.81		18.5641
5	37,449.00	1,440.35		19.2047
6	38,705.00	1,488.65		19.8487
7	40,140.00	1,543.85		20.5847
8	41,483.00	1,595.50		21.2733
9	42,868.00	1,648.77		21.9836
10	44,308.00	1,704.15		22.7220
11	45,797.00	1,761.42		23.4856
12	47,333.00	1,820.50		24.2733
13	48,928.00	1,881.85		25.0913
14	50,576.00	1,945.23		25.9364
15	50,576.00	1,945.23		25.9364
16	50,576.00	1,945.23		25.9364
17	51,083.00	1,964.73		26.1964
18	51,083.00	1,964.73		26.1964
19	51,083.00	1,964.73		26.1964
20	51,494.00	1,984.38		26.4584
22	52,094.00	2,003.62		26.7149
27	52,594.00	2,022.85		26.9713
30	53,094.00	2,042.08		27.2277

Step		Bi- Weekly	Actual
0	32,635.00	1,255.19	15.6899
1	36,849.00	1,417.27	17.7159
2	38,141.00	1,466.96	18.3370
3	39,466.00	1,517.92	18.9740
4	40,852.00	1,571.23	19.6404
5	42,281.00	1,626.19	20.3274
6	43,760.00	1,683.08	21.0385
7	45,729.00	1,758.81	21.9851
8	47,789.00	1,838.04	22.9755
9	49,936.00	1,920.62	24.0078
10	52,184.00	2,007.08	25.0885
11	54,533.00	2,097.42	26.2178
12	56,984.00	2,191.69	27.3961
13	59,263.00	2,279.35	28.4919
14	61,631.00	2,370.42	29.6303
15	61,631.00	2,370.42	29.6303
16	61,631.00	2,370.42	29.6303
17	62,247.00	2,394.12	29.9265
18	62,247.00	2,394.12	29.9265
19	62,247.00	2,394.12	29.9265
20	62,868.00	2,418.00	30.2250
22	63,368.00	2,437.23	30.4654
27	63,868.00	2,456.46	30.7058
30	64,368.00	2,475.69	30.9461

**APPENDIX**

C – Salary Schedule 2013-2014

**2013-2014**

Schedule A

9 Month Instructor w/BA

BI-

Step		Weekly	Prorated	Actual
0	28,091.00	1,080.42	14.4056	20.3558
1	31,714.00	1,219.77	16.2636	22.9812
2	32,826.00	1,262.54	16.8339	23.7870
3	33,974.00	1,306.69	17.4225	24.6188
4	35,160.00	1,352.31	18.0308	25.4783
5	36,390.00	1,399.62	18.6616	26.3696
6	37,663.00	1,448.58	19.3144	27.2920
7	39,353.00	1,513.58	20.1811	28.5167
8	41,132.00	1,582.00	21.0933	29.8058
9	42,982.00	1,653.15	22.0420	31.1464
10	44,907.00	1,727.19	23.0292	32.5413
11	46,929.00	1,804.96	24.0661	34.0065
12	49,042.00	1,886.23	25.1497	35.5377
13	51,001.00	1,961.58	26.1544	36.9572
14	53,042.00	2,040.08	27.2011	38.4362
15	53,042.00	2,040.08	27.2011	38.4362
16	53,042.00	2,040.08	27.2011	38.4362
17	53,573.00	2,060.50	27.4733	38.8210
18	53,573.00	2,060.50	27.4733	38.8210
19	53,573.00	2,060.50	27.4733	38.8210
20	54,109.00	2,081.12	27.7483	39.2094
22	54,609.00	2,100.35	28.0047	39.5717
27	55,109.00	2,119.58	28.2611	39.9341
30	55,609.00	2,138.81	28.5175	40.2964

Schedule B

12 Month School Employees w/BA

BI-

Step		Weekly	Prorated	Actual
0	36,363.00	1,398.58	18.6477	18.6477
1	41,056.00	1,579.08	21.0544	21.0544
2	42,493.00	1,634.35	21.7913	21.7913
3	43,979.00	1,691.50	22.5533	22.5533
4	45,519.00	1,750.73	23.3431	23.3431
5	47,107.00	1,811.81	24.1574	24.1574
6	48,759.00	1,875.35	25.0046	25.0046
7	50,949.00	1,959.58	26.1277	26.1277
8	53,245.00	2,047.88	27.3051	27.3051
9	55,636.00	2,139.85	28.5313	28.5313
10	58,143.00	2,236.27	29.8169	29.8169
11	60,759.00	2,336.88	31.1585	31.1585
12	63,488.00	2,441.85	32.5579	32.5579
13	66,026.00	2,539.46	33.8595	33.8595
14	68,669.00	2,641.12	35.2149	35.2149
15	68,669.00	2,641.12	35.2149	35.2149
16	68,669.00	2,641.12	35.2149	35.2149
17	69,355.00	2,667.50	35.5667	35.5667
18	69,355.00	2,667.50	35.5667	35.5667
19	69,355.00	2,667.50	35.5667	35.5667
20	70,051.00	2,694.27	35.9236	35.9236
22	70,551.00	2,713.50	36.1800	36.1800
27	71,051.00	2,732.73	36.4364	36.4364
30	71,551.00	2,751.96	36.6928	36.6928

Schedule C  
9 Month Instructor Assistant

Step	Weekly	Prorated	Actual
0	17,388.00	668.77	8.9169
1	19,907.00	765.65	10.2087
2	20,841.00	801.58	10.6877
3	21,770.00	837.31	11.1641
4	22,707.00	873.35	11.6447
5	23,644.00	909.38	12.1251
6	24,577.00	945.27	12.6036
7	25,508.00	981.08	13.0811
8	26,442.00	1,017.00	13.5600
9	27,376.00	1,052.92	14.0389
10	28,310.00	1,088.85	14.5180
11	29,248.00	1,124.92	14.9989
12	30,181.00	1,160.81	15.4775
13	31,111.00	1,196.58	15.9544
14	32,048.00	1,232.62	16.4349
15	32,048.00	1,232.62	16.4349
16	32,048.00	1,232.62	16.4349
17	32,368.00	1,244.92	16.5989
18	32,368.00	1,244.92	16.5989
19	32,368.00	1,244.92	16.5989
20	32,693.00	1,257.42	16.7656
22	33,193.00	1,276.65	17.0220
27	33,693.00	1,295.88	17.2784
30	34,193.00	1,315.12	17.5349

Schedule C  
9 Month Instructor Assistant (60 Hrs.)

Step	Weekly	Prorated	Actual
0	14,270.00	548.85	9.1475
1	16,336.00	628.31	10.4718
2	17,104.00	657.85	10.9642
3	17,866.00	687.15	11.4525
4	18,635.00	716.73	11.9455
5	19,403.00	746.27	12.4378
6	20,169.00	775.73	12.9288
7	20,933.00	805.12	13.4187
8	21,699.00	834.58	13.9097
9	22,466.00	864.08	14.4013
10	23,233.00	893.58	14.8930
11	24,001.00	923.12	15.3853
12	24,769.00	952.65	15.8775
13	25,530.00	981.92	16.3653
14	26,301.00	1,011.58	16.8597
15	26,301.00	1,011.58	16.8597
16	26,301.00	1,011.58	16.8597
17	26,562.00	1,021.62	17.0270
18	26,562.00	1,021.62	17.0270
19	26,562.00	1,021.62	17.0270
20	26,829.00	1,031.88	17.1980
22	27,249.00	1,048.04	17.4673
27	27,667.00	1,064.12	17.7353
30	28,085.00	1,080.19	18.0032

Schedule D  
12 Month Instructor Assistant

Step		Bi-Weekly	Actual
0	22,538.00	866.85	11.5580
1	25,375.00	975.96	13.0128
2	26,184.00	1,007.08	13.4277
3	27,024.00	1,039.38	13.8584
4	27,891.00	1,072.73	14.3031
5	28,777.00	1,106.81	14.7575
6	29,700.00	1,142.31	15.2308
7	30,653.00	1,178.96	15.7195
8	31,634.00	1,216.69	16.2225
9	32,642.00	1,255.46	16.7395
10	33,691.00	1,295.81	17.2775
11	34,766.00	1,337.15	17.8287
12	35,881.00	1,380.04	18.4005
13	37,027.00	1,424.12	18.9883
14	28,215.00	1,469.81	19.5975
15	28,215.00	1,469.81	19.5975
16	28,215.00	1,469.81	19.5975
17	38,597.00	1,484.50	19.7933
18	38,597.00	1,484.50	19.7933
19	38,597.00	1,484.50	19.7933
20	38,984.00	1,499.38	19.9917
22	39,484.00	1,518.62	20.2483
27	29,984.00	1,537.85	20.5047
30	40,484.00	1,557.08	20.7611

Schedule E  
12 Month Workshop Specialist II

Step		Bi-Weekly	Actual
0	29,233.00	1,124.35	14.9913
1	32,995.00	1,269.04	16.9205
2	34,162.00	1,313.92	17.5189
3	35,356.00	1,359.85	18.1313
4	36,592.00	1,407.38	18.7651
5	37,876.00	1,456.77	19.4236
6	39,200.00	1,507.69	20.1025
7	40,962.00	1,575.46	21.0061
8	42,795.00	1,645.96	21.9461
9	44,737.00	1,720.65	22.9420
10	46,747.00	1,797.96	23.9728
11	48,846.00	1,878.69	25.0492
12	51,045.00	1,963.27	26.1769
13	53,086.00	2,041.77	27.2236
14	55,210.00	2,123.46	28.3128
15	55,210.00	2,123.46	28.3128
16	55,210.00	2,123.46	28.3128
17	55,763.00	2,144.73	28.5964
18	55,763.00	2,144.73	28.5964
19	55,763.00	2,144.73	28.5964
20	56,320.00	2,166.15	28.8820
22	56,820.00	2,185.38	29.1384
27	57,320.00	2,204.62	29.3949
30	57,820.00	2,223.85	29.6513

Schedule F  
12 Month Workshop Specialist I  
Bi-

Step	Weekly	Actual
0	22,815.00	677.50
1	25,887.00	995.65
2	26,915.00	1,035.19
3	27,994.00	1,076.69
4	29,116.00	1,119.85
5	30,278.00	1,164.54
6	31,494.00	1,211.31
7	32,752.00	1,259.69
8	34,064.00	1,310.15
9	353,423.00	1,362.42
10	36,841.00	1,416.96
11	38,311.00	1,473.50
12	39,846.00	1,532.54
13	41,440.00	1,593.85
14	43,098.00	1,657.62
15	43,098.00	1,657.62
16	43,098.00	1,657.62
17	43,528.00	1,674.15
18	43,528.00	1,674.15
19	43,528.00	1,674.15
20	43,967.00	1,691.04
22	44,467.00	1,710.27
27	44,967.00	1,729.50
30	45,467.00	1,748.73

Schedule F  
12 Month Workshop Specialist I (60Hrs.)  
Bi-

Step	Weekly	Actual
0	18,252.00	702.00
1	20,710.00	796.52
2	21,532.00	828.15
3	22,395.00	861.35
4	23,293.00	895.88
5	24,222.00	931.63
6	25,195.00	969.05
7	26,202.00	1,007.75
8	27,251.00	1,048.12
9	28,338.00	1,089.94
10	29,473.00	1,133.57
11	30,649.00	1,178.80
12	31,877.00	1,226.03
13	33,152.00	1,275.08
14	34,479.00	1,326.10
15	34,479.00	1,326.10
16	34,479.00	1,326.10
17	34,822.00	1,339.32
18	34,822.00	1,339.32
19	34,822.00	1,339.32
20	35,174.00	1,352.83
22	35,674.00	1,372.08
27	36,174.00	1,391.31
30	36,674.00	1,410.54

Schedule G  
12 Mo. Occup. & Phys. Therap. w/Degree

Step		BI- Weekly	Actual
0	39,993.00	1,538.19	20.5092
1	44,402.00	1,707.77	22.7703
2	45,955.00	1,767.50	23.5667
3	47,563.00	1,829.35	24.3913
4	49,227.00	1,893.35	25.2447
5	50,943.00	1,959.35	26.1247
6	52,730.00	2,028.08	27.0411
7	55,100.00	2,119.23	28.2564
8	57,578.00	2,214.58	29.5277
9	60,173.00	2,314.35	30.8580
10	62,877.00	2,418.35	32.2447
11	65,703.00	2,527.04	33.6939
12	68,663.00	2,640.88	35.2117
13	71,403.00	2,748.27	36.8169
14	74,258.00	2,856.08	38.0811
15	74,258.00	2,856.08	38.0811
16	74,258.00	2,856.08	38.0811
17	75,002.00	2,884.69	38.4625
18	75,002.00	2,884.69	38.4625
19	75,002.00	2,884.69	38.4625
20	75,752.00	2,913.54	38.8472
22	76,252.00	2,932.77	39.1036
27	76,752.00	2,962.00	39.3600
30	77,252.00	2,971.23	39.6164

Schedule G  
9 Mo. Occup. & Phys. Therap. w/Degree

Step		BI- Weekly	Prorated	Actual
0	28,303.00	1,086.58	14.5144	20.5092
1	31,423.00	1,208.58	16.1144	22.7703
2	32,522.00	1,250.85	16.6780	23.5667
3	33,660.00	1,294.62	17.2616	24.3913
4	34,838.00	1,339.92	17.8656	25.2447
5	36,052.00	1,386.62	18.4883	26.1247
6	37,317.00	1,435.27	19.1369	27.0411
7	38,994.00	1,499.77	19.9969	28.2564
8	40,748.00	1,567.23	20.8964	29.5277
9	42,584.00	1,637.85	21.8380	30.8580
10	44,498.00	1,711.46	22.8195	32.2447
11	46,498.00	1,788.38	23.8451	33.6939
12	48,592.00	1,868.92	24.9189	35.2117
13	50,531.00	1,943.50	25.9133	36.8169
14	52,552.00	2,021.23	26.9497	38.0811
15	52,552.00	2,021.23	26.9497	38.0811
16	52,552.00	2,021.23	26.9497	38.0811
17	53,078.00	2,041.46	27.2195	38.4625
18	53,078.00	2,041.46	27.2195	38.4625
19	53,078.00	2,041.46	27.2195	38.4625
20	53,609.00	2,061.88	27.4917	38.8472
22	54,109.00	2,081.12	27.7483	39.2094
27	54,609.00	2,100.35	28.0047	39.5717
30	55,109.00	2,119.58	28.2611	39.9341

Schedule H  
9 Month Instructor & Specialist w/M.A.  
Bi-

Step		Weekly	Prorated	Actual
0	29,538.00	1,136.08	15.1477	21.4043
1	33,810.00	1,300.38	17.3384	24.5000
2	35,400.00	1,361.54	18.1539	25.6522
3	36,993.00	1,422.81	18.9708	26.8065
4	38,582.00	1,483.92	19.7856	27.9580
5	40,176.00	1,545.23	20.6031	29.1130
6	41,843.00	1,609.35	21.4580	30.3210
7	43,511.00	1,673.50	22.3133	31.5297
8	45,182.00	1,737.77	23.1703	32.7406
9	46,848.00	1,801.85	24.0247	33.9478
10	48,519.00	1,866.12	24.8816	35.1587
11	50,189.00	1,930.35	25.7380	36.3688
12	51,964.00	1,998.62	26.6483	37.6551
13	53,742.00	2,067.00	27.5600	38.9435
14	55,513.00	2,135.12	28.4683	40.2268
15	55,513.00	2,135.12	28.4683	40.2268
16	55,513.00	2,135.12	28.4683	40.2268
17	56,071.00	2,156.58	28.7544	40.6312
18	56,071.00	2,156.58	28.7544	40.6312
19	56,071.00	2,156.58	28.7544	40.6312
20	56,628.00	2,178.00	29.0400	41.0348
22	57,128.00	2,197.23	29.2964	41.3971
27	57,628.00	2,216.46	29.5528	41.7594
30	58,128.00	2,235.69	29.8092	42.1217

Schedule I  
12 Month Instructor & W.E.T. w/M.A.  
Bi-

Step		Weekly	Actual
0	37,191.00	1,430.42	19.0723
1	42,582.00	1,637.77	21.8369
2	44,598.00	1,751.31	22.8708
3	46,614.00	1,792.85	23.9047
4	48,633.00	1,870.50	24.9400
5	50,641.00	1,947.73	25.9697
6	52,666.00	2,033.31	27.1106
7	55,089.00	2,118.81	28.2508
8	57,313.00	2,204.35	29.3913
9	59,530.00	2,289.62	30.5283
10	61,756.00	2,375.23	31.6697
11	63,977.00	2,460.65	32.8087
12	66,480.00	2,566.92	34.0923
13	68,976.00	2,652.92	35.3723
14	71,483.00	2,749.35	36.6580
15	71,483.00	2,749.35	36.6580
16	71,483.00	2,749.35	36.6580
17	72,196.00	2,776.77	37.0236
18	72,196.00	2,776.77	37.0236
19	72,196.00	2,776.77	37.0236
20	72,918.00	2,804.54	37.3939
22	73,418.00	2,823.77	37.8503
27	73,918.00	2,843.00	37.9067
30	74,418.00	2,862.23	38.1631

Schedule J  
9 Month C.O.T.A. & C.P.T.A.

Step	Weekly	Prorated	Actual
0	20,550.00	790.38	10.5384 14.8913
1	23,168.00	891.08	11.8811 16.7883
2	24,144.00	928.62	12.3816 17.4953
3	24,946.00	959.46	12.7928 18.0769
4	25,774.00	991.31	13.2175 18.6769
5	26,635.00	1,024.42	13.6589 19.3005
6	27,529.00	1,058.81	14.1175 19.9483
7	28,549.00	1,098.04	14.6405 20.6877
8	29,504.00	1,134.77	15.1303 21.3795
9	30,489.00	1,172.65	15.6353 22.0933
10	31,514.00	1,212.08	16.1611 22.8359
11	32,572.00	1,252.77	16.7036 23.6031
12	33,665.00	1,294.81	17.2641 24.3949
13	34,799.00	1,338.42	17.8456 25.2169
14	35,971.00	1,383.50	18.4467 26.0661
15	35,971.00	1,383.50	18.4467 26.0661
16	35,971.00	1,383.50	18.4467 26.0661
17	36,332.00	1,397.38	18.6317 26.3272
18	36,332.00	1,397.38	18.6317 26.3272
19	36,332.00	1,397.38	18.6317 26.3272
20	36,695.00	1,411.35	18.8180 26.5908
22	37,195.00	1,430.58	19.0744 26.9529
27	37,695.00	1,449.81	19.3308 27.3152
30	38,195.00	1,469.04	27.6775 27.6775

Schedule K  
12 Month C.O.T.A. & C.P.T.A.

Step	Weekly	Actual
0	29,038.00	1,116.85 14.8913
1	32,737.00	1,259.12 16.7883
2	34,116.00	1,312.15 17.4953
3	35,250.00	1,355.77 18.0769
4	36,420.00	1,400.77 18.6769
5	37,636.00	1,447.54 19.3005
6	38,899.00	1,496.12 19.9483
7	40,341.00	1,551.58 20.6877
8	41,690.00	1,603.46 21.3795
9	43,082.00	1,657.00 22.0933
10	44,530.00	1,712.69 22.8359
11	46,026.00	1,770.23 23.6031
12	47,570.00	1,829.62 24.3949
13	49,173.00	1,891.27 25.2169
14	50,829.00	1,954.96 26.0661
15	50,829.00	1,954.96 26.0661
16	50,829.00	1,954.96 26.0661
17	51,338.00	1,974.54 26.3272
18	51,338.00	1,974.54 26.3272
19	51,338.00	1,974.54 26.3272
20	51,852.00	1,994.31 26.5908
22	52,352.00	2,013.54 26.8472
27	52,852.00	2,032.77 27.1036
30	53,352.00	2,052.00 27.3600

Schedule L  
 12 Month Contract Procurement Specialist.

Step		Bi- Weekly	Actual
0	32,798.00	1,261.46	15.7683
1	37,033.00	1,424.35	17.8044
2	38,332.00	1,474.31	18.4289
3	39,663.00	1,525.50	19.0688
4	41,056.00	1,579.08	19.7385
5	42,492.00	1,634.31	20.4289
6	43,979.00	1,691.50	21.1438
7	45,958.00	1,767.62	22.0953
8	48,028.00	1,847.23	23.0904
9	50,186.00	1,930.23	24.1279
10	52,445.00	2,017.12	25.2140
11	54,806.00	2,107.92	26.3490
12	57,269.00	2,202.65	27.5331
13	59,559.00	2,290.73	28.6341
14	61,939.00	2,382.27	29.7781
15	61,939.00	2,382.27	29.7784
16	61,939.00	2,382.27	29.7784
17	62,558.00	2,406.08	30.0760
18	62,558.00	2,406.08	30.0760
19	62,558.00	2,406.08	30.0760
20	63,182.00	2,430.08	30.3760
22	63,682.00	2,449.31	30.6164
27	64,182.00	2,468.54	30.8568
30	64,682.00	2,487.77	31.0971

D - Grievance

Grievance No. \_\_\_\_\_

STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
GRIEVANCE PROCEDURE FORM

Aggrieved Employee and/or Employees \_\_\_\_\_  
\_\_\_\_\_

Employee Classification \_\_\_\_\_

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

Building \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Date Grievance First Discussed \_\_\_\_\_

Date of Formal Filing at Step 1 \_\_\_\_\_

Articles and Sections of Collective Bargaining Agreement involved:  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

\_\_\_\_\_  
Grievant Signature (Step 1)

\_\_\_\_\_  
Grievant Signature (Step 2)

\_\_\_\_\_  
Grievant Signature (Step 3)

E - Grievance Decision

GRIEVANCE DECISIONS

LEVEL I (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Grievant and/or Association Representative

\*\*\*\*\*

LEVEL II (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Grievant and/or Association Representative

\*\*\*\*\*

LEVEL III (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.



**MEMORANDUM ON UNDERSTANDING**  
**MAY 2011**

---

1. The parties agree that the following individuals who had previously held the position of Workshop Specialist II shall have their recall period that is provided for in Article IV Section 11 (C)(5) extended until March 31, 2012: Lisa Franklin, Ann Bachtel, Paul Wolf, Alice Woodring, and Scott Love.
  
2. Effective the signing of this Agreement, the parties agree that the Board shall remove all personnel from the classification of Contract Procurement Specialist. The following staff shall be reclassified as a 12 month Workshop Specialist II and shall be moved from schedule L to schedule E. Lawrence Beckwith shall move from schedule L step 16 to schedule E step 27. Rebecca Scott shall move from schedule L step 9 to schedule E step 11.
  
3. The Board acknowledges that during the term of this Agreement that it shall be amending the Board policies to give tuition reimbursement of up to One Thousand Dollars (\$1,000) to any employee who has completed six (6) months of Board employment. This reimbursement shall only be eligible for job related college coursework and/or seminars that are completed through an accredited educational institution by the Ohio Board of Regents or by a certified trainer approved by the Ohio Department of Developmental Disabilities and that will improve the employee's job performance.

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-- NOTES --



A series of 15 horizontal lines spanning the width of the page, intended for handwritten notes. The lines are evenly spaced and cover most of the page's height.

Schedule J  
9 Month C.O.T.A. & C.P.T.A.

Step	Bi-			
	Weekly	Prorated	Actual	
0	20,550.00	790.38	10.5384	14.8913
1	23,168.00	891.08	11.8811	16.7883
2	24,144.00	928.62	12.3816	17.4953
3	24,946.00	959.46	12.7928	18.0769
4	25,774.00	991.31	13.2175	18.8769
5	26,835.00	1,024.42	13.6589	19.3005
6	27,529.00	1,058.81	14.1175	19.9483
7	28,549.00	1,098.04	14.6405	20.6877
8	29,504.00	1,134.77	15.1303	21.3795
9	30,489.00	1,172.65	15.6353	22.0933
10	31,514.00	1,212.08	16.1611	22.8359
11	32,572.00	1,252.77	16.7036	23.6031
12	33,665.00	1,294.81	17.2641	24.3949
13	34,799.00	1,338.42	17.8456	25.2169
14	35,971.00	1,383.50	18.4467	26.0661
15	35,971.00	1,383.50	18.4467	26.0661
16	35,971.00	1,383.50	18.4467	26.0661
17	36,332.00	1,397.38	18.6317	26.3272
18	36,332.00	1,397.38	18.6317	26.3272
19	36,332.00	1,397.38	18.6317	26.3272
20	36,695.00	1,411.35	18.8180	26.5908
22	37,195.00	1,430.58	19.0744	26.9529
27	37,695.00	1,449.81	19.3308	27.3152
30	38,195.00	1,469.04	27.6775	27.6775

Schedule K  
12 Month C.O.T.A. & C.P.T.A.

Step	Bi-		
	Weekly	Weekly	Actual
0	29,038.00	1,116.85	14.8913
1	32,737.00	1,259.12	16.7883
2	34,116.00	1,312.15	17.4953
3	35,250.00	1,355.77	18.0769
4	36,420.00	1,400.77	18.6769
5	37,636.00	1,447.54	19.3005
6	38,899.00	1,496.12	19.9483
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8	41,690.00	1,603.46	21.3795
9	43,082.00	1,657.00	22.0933
10	44,530.00	1,712.69	22.8359
11	46,026.00	1,770.23	23.6031
12	47,570.00	1,829.62	24.3949
13	49,173.00	1,891.27	25.2169
14	50,829.00	1,954.96	26.0661
15	50,829.00	1,954.96	26.0661
16	50,829.00	1,954.96	26.0661
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18	51,338.00	1,974.54	26.3272
19	51,338.00	1,974.54	26.3272
20	51,852.00	1,994.31	26.5908
22	52,352.00	2,013.54	26.8472
27	52,852.00	2,032.77	27.1036
30	53,352.00	2,052.00	27.3600

Schedule L  
12 Month Contract Procurement Specialist.

Step		Bi- Weekly	Actual
0	32,798.00	1,261.46	15.7683
1	37,033.00	1,424.35	17.8044
2	38,332.00	1,474.31	18.4289
3	39,663.00	1,525.50	19.0688
4	41,056.00	1,579.08	19.7385
5	42,492.00	1,634.31	20.4289
6	43,979.00	1,691.50	21.1438
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11	54,806.00	2,107.92	26.3490
12	57,269.00	2,202.65	27.5331
13	59,559.00	2,290.73	28.6341
14	61,939.00	2,382.27	29.7781
15	61,939.00	2,382.27	29.7784
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22	63,682.00	2,449.31	30.6164
27	64,182.00	2,468.54	30.8568
30	64,682.00	2,487.77	31.0971

D - Grievance

Grievance No. \_\_\_\_\_

STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
GRIEVANCE PROCEDURE FORM

Aggrieved Employee and/or Employees \_\_\_\_\_

Employee Classification \_\_\_\_\_

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

Building \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Date Grievance First Discussed \_\_\_\_\_

Date of Formal Filing at Step 1 \_\_\_\_\_

Articles and Sections of Collective Bargaining Agreement involved:  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

\_\_\_\_\_  
Grievant Signature (Step 1)

\_\_\_\_\_  
Grievant Signature (Step 2)

\_\_\_\_\_  
Grievant Signature (Step 3)

E - Grievance Decision

GRIEVANCE DECISIONS

LEVEL I (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Grievant and/or Association Representative

\*\*\*\*\*

LEVEL II (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Grievant and/or Association Representative

\*\*\*\*\*

LEVEL III (Formal) Decision \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.



**MEMORANDUM ON UNDERSTANDING**  
**MAY 2011**

---

1. The parties agree that the following individuals who had previously held the position of Workshop Specialist II shall have their recall period that is provided for in Article IV Section 11 (C)(5) extended until March 31, 2012: Lisa Franklin, Ann Bachtel, Paul Wolf, Alice Woodring, and Scott Love.
  
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-- NOTES --



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