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# MASTER AGREEMENT

**BETWEEN THE**



PORTAGE COUNTY BOARD OF  
**DEVELOPMENTAL  
DISABILITIES**

*Making the difference in meeting lifelong needs*

**AND THE**

**Portage County Educators  
Association for the  
Mentally Retarded  
Unit A**

**SEPTEMBER 1, 2012 - AUGUST 31, 2015**

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## ARTICLE 1. RECOGNITION

### A. RECOGNITION

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

1. The Bargaining Unit shall include all Food Service and Clerical employees and all DODD registered service, DODD certified, licensed and ODE certified employees as defined in ORC 4117.01(I) and Administrative Rule 123:1-8-02, except Service & Support Administrators, intermittent employees, interim employees, temporary employees, employees working less than twenty (20) hours per week, and all Supervisors and Management Level employees as defined in ORC 4117.01(F) and (K), respectively.\*
2. The Bargaining Unit does not include: Transportation, Maintenance, Custodial, Inventory Control or Service & Support Administrators (SSA).
3. A change in recognition for successor contracts shall be in accordance with Ohio Revised Code 4117.
4. If the Board creates a new position/title, and said position falls within the Bargaining Unit, such position shall be included in the bargaining unit. If there is a question concerning the appropriateness of including said new position/title, the matter shall be submitted to the State Employment Relations Board (SERB) for final resolution.
5. An "Intermittent Employee" is an employee who works on a casual basis determined by the fluctuating demands of the work.
6. An "Interim Employee" is an employee who works for an indefinite period of time, fixed by the length of absence of another employee due to sickness, disability, or approved leave. Such appointment shall continue only during such period of sickness, disability, or approved leave.
7. "Temporary Appointment" is an appointment for a limited period of time not to exceed six (6) months

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

## **B. FAIR SHARE FEE**

1. The Portage County Board of Developmental Disabilities agrees, as a condition of employment, for the payment to the Association of a Fair Share Fee by each employee who elects not to become or remain a member of the Association.
2. The Director of Business Management shall, upon notification from the Association that a member has terminated membership, commence the check-off of the Fair Share Fee with respect to the former member. The amount of the Fair Share Fee yet to be deducted shall be the annual membership dues less the amount previously paid by the former member.
3. Payroll deduction of such Fair Share Fee shall begin at the same payroll period as dues deductions are begun for members of the Association, except that no deductions shall be made for newly employed bargaining unit members for the first thirty (30) days, and that period shall be the required probationary period for newly employed bargaining unit members.
4. Dues rates and Fair Share Fee rates shall be transmitted by the Association to the Business Administrator for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
5. The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. Upon timely demand, nonmembers may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association or such nonmembers may submit such appeals as provided by law. The Internal Rebate Procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.
6. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

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

1. Deductions will be made from the second pay of each month for eight (8) months, beginning in October each year.
2. Annual Authorization Forms designated by the Association will be completed and submitted to the Director of Human Resources to authorize payroll deduction. For those Payroll Deduction Forms which are not submitted to the Director of Human Resources by the first (1st) of October for the eight (8) monthly pays as in Item 1,

above, the Association shall submit, no later than the third (3rd) of each month, any of those people who are to be placed on payroll deduction after the first (1st) of October, and the professional dues for the Association and affiliates shall be divided equally on the remaining number of payroll deductions that will be provided.

3. Employees may not withdraw from the Payroll Deduction Plan during this current year and must, between July 1 and September 15, notify the Association and the Director of Human Resources of their intent to withdraw for the succeeding year in writing. Otherwise, payroll deductions shall continue for each succeeding year automatically, and the Association shall submit to the Board the amount to be deducted prior to September 30 of each year.
4. The Director of Human Resources shall provide monthly to the Association Treasurer, a list of staff members on payroll deduction, the deducted amounts, the computation of unpaid balance for any staff member in cases of resignation and/or death, and a check for those dues deducted.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

### **A. ORGANIZATIONAL STRUCTURE**

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

### **B. NEGOTIATIONS SCHEDULE**

1. Negotiations for a Successor Agreement shall be completed between February 1 and April 1 of the last year of this Agreement unless mutually agreed upon by the parties.
2. Between January 15 and January 31 of that year, the Association President shall contact the Superintendent to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association President and the Superintendent.
3. At the opening session, the Board and the Association shall submit their initial proposals. No new item shall be submitted by either party after the opening of negotiations, except by mutual consent.

4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiation sessions be recessed until a later time.
5. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.
6. There shall be no community publicity releases except those mutually agreed to by the parties.

### **C. AGREEMENTS**

1. Tentative agreements on an entire package reached by the two (2) discussion teams shall be presented, in writing, by each of the teams to all persons whom it represents. All such agreements shall be subject to adoption by the Board and ratification by the Association. Both teams shall recommend the tentative agreement to their respective parties.
2. Within thirty (30) days after the concluding session, said tentative agreement shall be accepted or rejected as a total package by the respective represented groups.
3. Once the tentative agreements are accepted by the parties hereto, they shall be placed in a contract and signed by the Board President, Association President, and their respective negotiating teams, and shall comprise the entire contract between them and settle all demands and issues on all matters within the scope of negotiations.
4. The Association shall be responsible for printing the contract in final form and for distributing the contract to all bargaining unit covered employees specified in Article 1.B.

The Board and the Association shall equally share in the cost of printing the Contract in contract form. The Board shall receive at least one hundred (100) copies of said Contract. Three hundred (300) copies shall be printed.

### **D. DISAGREEMENT**

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
2. If there are any joint costs incurred during mediation, they shall be shared equally by the Board and the Association.

3. At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the Dispute Settlement Procedure.
4. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in Ohio Revised Code 4117.14, except that the Association does retain the right to strike by following the procedures required in Ohio Revised Code Chapter 4117.

### **ARTICLE 3. RIGHTS**

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

1. The PCEAMR shall be granted the following sole and exclusive organizational rights as the bargaining agent of the staff:
  - a. To enter into collective bargaining discussions with the Board, in accordance with provisions of this procedure.
  - b. The use of all staff bulletin boards provided for staff bargaining unit information, of a reasonable amount.
  - c. To make Association announcements at general staff meetings, etc., building and total staff. Announcements to be limited to a maximum of five (5) minutes.
  - d. Use of building mail for distribution of Association materials and announcements.
  - e. Provide to the Association President one (1) electronic copy of the Board agenda, and the minutes of each Board regular or special meeting to be e-mailed on the same day as to the Board members.
  - f. To be part of the regular monthly Board meeting agenda for the right to speak at such meetings, an Association representative must request to be placed on the agenda at least seven (7) calendar days prior to the meeting, except in extenuating circumstances.
  - g. The Board shall have available in the office of each building, a Board Policy Book. The Association President and the OEA Labor Relations Consultant shall be provided with a copy of the Board Policy Book. Updates or changes in Board policies shall be furnished for the Policy Books in circulation.

- h. The Association agrees to purchase a computer for use by the Association President which is compatible with the IT System in place at the Portage DD. The Board agrees to hook up the computer and provide internet and e-mail access.

**B. BOARD RIGHTS**

- 1. The Portage County Board of Developmental Disabilities, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Ohio and the United States, including, but without limiting, the generality of the foregoing rights:
  - a. To the executive management and administrative control of the program and its properties and facilities of its employees;
  - b. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to assign, promote, and transfer all such employees;
  - c. To decide upon the means of instruction and the duties, responsibilities, and assignments of instructors and all other employees with respect thereto, and respecting each individual employee's right of academic freedom;
  - d. To establish all aspects of the program, including special events for students and clients, after providing for sufficient input from the staff;
  - e. To initiate, prepare, certify, and administer its budget, after providing for written input from the staff and the Association.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this complete Contract.

**C. LABOR/MANAGEMENT RELATIONS COMMITTEE**

- 1. The Board and the PCEAMR hereby agree to establish a Labor/Management Relations Committee to confer on issues of mutual concern.
  - a. The purpose of the Labor/Management Relations Committee shall be to aid in communications between the Board and the PCEAMR. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this Labor/Management Relations

Committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this Labor/ Management Relations Committee shall not result in modifications or additions to this Agreement.

2. This Labor/Management Relations Committee shall consist of representatives of both the PCEAMR and the Board.
  - a. The Superintendent shall designate up to five (5) members of the Administration to serve on the Labor/Management Relations Committee. The PCEAMR President shall designate up to five (5) representatives to serve on the Labor/Management Relations Committee. The Superintendent or his/her designee and the PCEAMR President or his/her designee shall chair the Committee on alternate meetings.
3. Either the Board or the PCEAMR can request a meeting of the Labor/Management Relations Committee.
  - a. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the conference shall be limited to those included in the agenda.
4. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.
5. A subcommittee may be assigned to study and research certain issues and to report back to the Labor/Management Relations Committee. Sub-committee(s) shall be jointly appointed by the parties.
6. A joint statement prepared and agreed to by the PCEAMR representatives and the Board representatives will be made at the conclusion of each Labor/Management Relations Committee meeting. Committee reports will be sent to all concerned parties.

#### **D. DISPENSING MEDICATION**

1. NURSING DELEGATION/HEALTH RELATED ACTIVITIES
  - a. With regard to the assignment to a bargaining unit member of any nursing delegation, health-related activities or administration of oral or topical prescribed medication, the Board will comply with the requirements of ORC 4723.071 and ORC 5123.40 as well as OAC 4723-13 and OAC 5123:2-6 and any other applicable law and rule.

**E. ADULT SERVICE EMPLOYEES**

1. Adult Services employees shall be identified as community-based or facility-based employees. Regularly assigned facility-based employees may volunteer for back-up or temporary assignments in the community. It shall be the responsibility of employees who desire such assignments to notify the appropriate management personnel. Management shall send out general notice of the availability of such assignments.

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

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

**G. VALUABLES IN FACILITY**

1. Staff are encouraged not to leave personal money or valuables in the facility overnight.

**ARTICLE 4. GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A "grievance" is a claim alleging a misinterpretation, misapplication or misunderstanding of any provision of this Master Agreement.
2. The "aggrieved" may be an employee, a group of employees, or the Association, but the party bringing the grievance must have a specific interest in the grievance so as to have standing to bring the grievance.
3. The aggrieved shall have the right in his/her sole discretion to be accompanied by, receive the assistance of, or be represented by any representative of the PCEAMR

or its affiliates and/or the aggrieved's legal counsel, at any stage of the Formal Procedure.

4. "Days" shall mean calendar days, exclusive of Saturdays, Sundays, holidays, calamity days, and other scheduled breaks in the program year.

## **B. RIGHTS AND RESTRICTIONS**

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

## **C. INFORMAL PROCEDURE**

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

## **D. FORMAL PROCEDURE**

1. LEVEL ONE
  - a. If the aggrieved is/are not satisfied with the results of the discussion above, or the aggrieved chose not to use the Informal Procedure, the aggrieved shall present the formal grievance on the attached form (Appendix A) to the Supervisor, with a copy forwarded to the Association President and the Superintendent.
  - b. The Immediate Supervisor shall conduct a conference within five (5) days at a mutually agreeable time and place.
  - c. A written decision shall be rendered by letter, by the Immediate Supervisor, within five (5) days after the conference, to the grievant and the Association President.
2. LEVEL TWO
  - a. Within five (5) days after receiving the Level One decision and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the grievance must be submitted to the Superintendent.

- b. The aggrieved, his/her representative if requested by the aggrieved, and the Superintendent, shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered to the aggrieved and the Association President by the Superintendent within five (5) days after the conference.

3. MEDIATION OPTION

- a. If after receiving the disposition from Level Two the grievant is not satisfied, the Association may request in writing that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. The Board and the Association must both agree to submit the grievance to mediation. This request shall be made within fifteen (15) working days after the receipt of the Level Two disposition. The parties agree to participate in the mediation of all the issues set forth in the grievance on the first meeting date available to the mediator but not later than thirty (30) days from the request. If the mediation effort or the scheduling is unsuccessful and grievant remains unsatisfied, the Association may advance to Level Three. The costs of mediation shall be borne equally by the Board and the PCEAMR. Failure to agree on mediation shall not be subject to the grievance/arbitration procedure.

4. LEVEL THREE

- a. Within twenty (20) days of receiving the decision of the Superintendent and assuming no satisfaction, or if no decision is rendered within the time limits, an employee may appeal the decision to arbitration if a written notice to continue is initiated by the employee, in writing, to the Superintendent.
- b. If the employee and/or his/her designee and the Superintendent and/or his/her designee cannot agree on an arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance to its rules. The arbitrator will be selected from a list of names, at least three (3) of whom must be Ohio residents, from which the parties shall, upon the flip of a coin, alternately strike a name until one remains and that person shall serve as hearing officer.
- c. The arbitrator's decision is to be rendered in writing, with copies to the Superintendent, the PCEAMR representative, and the employee. The cost shall be equally borne by the Board and the PCEAMR.
- d. The decision of the arbitrator shall be binding on all parties. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

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

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

#### **E. RECORDS**

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

#### **F. STIPULATIONS**

1. The temporary absence of the aggrieved, his/her Supervisor, or the Superintendent shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional days. Where the absence is unavoidable, there shall be power of substitution in the absent person to replace himself/herself.
2. Failure of aggrieved to comply with the time limitations set forth in this Article shall void the grievance.
3. No employee shall file a grievance after the effective date of his/her resignation except in matters of administrative errors in wages and/or fringe benefits.
4. The Association reserves the right to withdraw its support of a grievance. The aggrieved may always seek, individually, further resolution through normal administrative channels. He/she may not be represented by any other organization or group at any time in this Grievance Procedure. However, this Grievance Procedure shall not prevent any individual from processing a grievance with the assistance of his/her own legal counsel without the help of the Association.

5. If the employee elects to appeal the dispute to the State Personnel Board of Review (SPBR), in accordance with Ohio Civil Service Laws and Rules Section 124.03, the SPBR decision shall be final and binding and the employee shall forfeit any recourse through the Grievance Procedure. An employee has ten (10) calendar days to appeal to the SPBR after the occurrence of the dispute.
6. If the employee elects the use of this Grievance Procedure, that employee waives his/her right to appeal the dispute to the SPBR. In other words, the employee shall have the option of pursuing a dispute through either the Grievance Procedure or Civil Service, but not both. If the SPBR refuses to hear the appeal, the Grievance Procedure may then be used.

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

### **A. CALENDAR**

1. Prior to the adoption of Annual Program Calendars for facility-based employees by the Board, the Superintendent shall meet to discuss the calendar with the Children's Services Director, Adult Services Director, two (2) staff members appointed by the Association from the school, two (2) staff members from the Adult Services Program appointed by the Association, and two (2) staff members from the administration building.
2. The Annual Program Calendars shall be distributed by June 1 with tentative calendars distributed by May 15 for the following program year which begins September 1.

### **B. CONTRACT YEAR**

1. CONTRACT YEAR (NINE-MONTH EMPLOYEES)
  - a. The School Calendar shall not exceed one hundred eighty-four (184) days, one hundred eighty-two (182) student days per year and shall include two (2) preparation days to be apportioned as follows:
    - i. One (1) day for an In-Service Orientation and Training Program prior to the arrival of students.
    - ii. One (1) day after the end of the school year program for students.
    - iii. There shall be one (1) extra non-paid day In-Service for any new employee.
  - b. Winter Break shall commence at least one (1) day before the Christmas Day holiday and extend at least to the day after New Year's Day holiday. Spring Break shall be for a period of at least five (5) days.

- c. Nothing herein is intended to restrict the Board from granting additional paid time off as it deems proper.

2. CONTRACT YEAR FOR FACILITY-BASED EMPLOYEES (TWELVE-MONTH)

- a. The Adult Services Program Calendar shall not exceed two hundred forty (240) days per year.
- b. Winter Break shall commence at least one (1) day before the Christmas Day holiday and extend at least to the day after New Year's Day holiday. Summer Break shall be for a period of at least five (5) days which shall include the 4<sup>th</sup> of July holiday.
- c. In the event that production obligations must be met during scheduled days off for Adult Services staff, the following procedures shall be used:
  - i. Adult Services Personal Service Assistants, Registered Service Assistants, Registered Service Specialists, Account Clerks I and Account Clerks II shall have the right to volunteer for work prior to assignment being made by the Superintendent or his/her designee. Volunteers shall be selected using a most-to-least seniority basis.
  - ii. If additional manpower is required, substitute employees may be offered the work.
  - iii. If additional manpower is still required after the procedure outlined in 5.B.2.c above, and/or a specialized skill is needed which cannot be performed by any of the volunteers, the Superintendent or designee may assign such Production Classified or other employees of the facility as necessary, using least-to-most seniority as the sole criteria in making assignments.
- d. In the event there are extra work demands beyond the normal work day of an employee that require services for consumers, the following procedures will be used:
  - i. Employees who volunteer for extra work demands must submit their request in writing to their immediate supervisor. Their name will be kept on a list of available employees for extra assignments.
  - ii. Employees must hold the proper certification/registration for the work demand. Employees who hold dual certification/registration will not be considered for extra work demands outside of the certificate/registration required for their current assignment unless no other employee is available.

- iii. Employees who turn down three (3) opportunities for extra demands within a three (3) month period will be removed from the list of available employees. Employees may request to be reinstated at any time when their circumstances change and they are available.
- iv. Regular assigned staff will be the first priority of assignment for extra work demands where continuity of service is in the best interest of the consumer(s).
- v. In the event the extra work demands involve a consumer with behavior support and/or personal care requirements, only employees that are trained will be considered for the extra work assignment. There will be no obligation on the part of management to train staff solely for the purpose of extra assignments.
- vi. Managers will make their best effort to fill extra work demands on a rotational basis. However, the provisions of Article 3.B.1.b. of this agreement may be used by a manager to make an extra demand assignment when it is in the best interest of the consumer. The staff member who would have been granted the extra demand by rotation will not lose their place, but will be granted the next rotational extra demand assignment.
- vii. The rotation will begin with the most senior employee on the list according to the current definition of seniority in the bargaining agreement.

3. CONTRACT YEAR FOR COMMUNITY-BASED EMPLOYEES (TWELVE-MONTH)

- a. Adult Services employees who are assigned to work in the community shall work two hundred forty (240) days per program year, and shall be able to choose days worked with the following restrictions:
  - i. For staff providing vocational supports/services, the schedule of selected days worked shall follow the work schedule of the employee needing supports/services.
  - ii. For staff providing non-vocational supports/services, the schedule of selected days worked shall be in accordance with the individual's need for supports/services as identified in the Individual Plan (IP).
  - iii. The Board shall train back-up personnel within thirty (30) days of the start of any community site to cover the absence of assigned staff; however, only Sick Leave or emergency absences will be approved, until back-up personnel are trained in situations where supports/services are essential as determined by management; establishment of training schedules shall be at the Board's discretion.

- (a) Trained back-up personnel shall have the right to volunteer, with selection for the assignment made on a rotational basis most-to-least seniority basis to start rotation.
- (b) If additional personnel are needed, trained intermittent personnel may be assigned.
- (c) If additional personnel are needed or other trained personnel are not available, management may assign trained personnel as necessary, using least-to-most seniority as the sole criteria in making assignments.

**C. STANDARD WORKDAY AND WORKWEEK**

- 1. STANDARD WORKDAY AND WORKWEEK FOR FACILITY-BASED EMPLOYEES AS ASSIGNED
  - a. The standard workweek will be thirty-five (35) hours [thirty-two and one-half (32 1/2) hours for Instructor Assistants/Registered Service Assistants/Personal Service Assistants] at the rate of seven (7) hours per day [six and one-half (6 1/2) hours per day for Instructor Assistants/Registered Service Assistants/Personal Service Assistants] as scheduled by the Board, which includes breaks (included elsewhere herein) and a thirty (30) minute lunch away from students/adults except in emergency situations. Breaks and lunch periods may not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. However, if an employee is unable to take his/her lunch break due to situations beyond his/her control, he/she may leave after students/clients are dismissed at the end of the day, upon prior approval of the Immediate Supervisor and completion of daily record-keeping requirements. There shall be two (2) breaks per day [fifteen (15) and ten (10) minutes], one in the morning and one in the afternoon, for staff working at least seven (7) hours per day.
  - b. Staff members are discouraged from leaving the District during his/her lunch period. Should the staff member leave the District during his/her lunch period, it is recognized that he/she is on his/her own time and not on Board business.
- 2. STANDARD WORKDAY AND WORKWEEK FOR CLERICAL AND FOOD SERVICE STAFF
  - a. The standard workweek for Clerical and Food Service staff shall be eight (8) hours per day and forty (40) hours per week, except for the Assistant Cook whose workday shall be six and one-half (6 1/2) hours and thirty-two and one-half (32 1/2) hours per week. A thirty (30) minute lunch and two (2)

fifteen (15) minute breaks shall be considered part of the workday, as scheduled by the Supervisor.

- b. Breaks and lunch periods shall not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. However, if an employee is unable to take his/her lunch break due to situations beyond his/her control, he/she may leave after students/clients are dismissed at the end of the day upon prior approval of the Immediate Supervisor and completion of daily record-keeping requirements. Staff members are discouraged from leaving the District during his/her lunch period. Should the staff member leave the District during his/her lunch period, it is recognized that he/she is on his/her own time and not on Board business. By agreement of the Superintendent and the employee, the workday for an eight (8) hour employee may be up to one (1) hour shorter.

3. STANDARD WORKDAY AND WORKWEEK FOR COMMUNITY-BASED EMPLOYEES AS ASSIGNED

- a. The standard workday and workweek for employees assigned to vocational services which are provided in the community may vary by assignment. Salary for such positions shall be prorated in accordance with hours worked. Employees will not receive payment for their one-half (1/2) hour lunch; however, if they are required to provide supports/services during their scheduled lunch period, they may receive pay or compensatory time. Shift hours may vary by assignment and shall coincide to the schedule of the assigned company. Break periods may not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. The break schedule and length of breaks shall coincide to the schedule of the assigned company, but in no case shall the total amount of break time per day be less than twenty (20) minutes for staff working at least seven (7) hours per day.
- b. Group work sites located in the community shall not be more than twenty-two (22) miles from Portage Industries, Inc., unless agreed upon by the parties to this Agreement.
- c. The Board shall pay a shift differential of Fifty Cents (\$.50) per hour to any employee for any hours worked outside the hours of 7:30 a.m. to 5:00 p.m.
- d. If no bargaining unit employees apply for an initial group work site the Board reserves the right to assign qualified employees based upon seniority (least to most).

- e. The standard workweek will be thirty-five (35) hours per week for employees assigned to non-vocational services which are provided in the community at the rate of seven (7) hours per day as scheduled by the Board, which includes breaks (included elsewhere herein) and a thirty (30) minute lunch which may include service/support time with individuals served. This paragraph does not apply to Employment/Training Specialists or Employment Specialists during periods when their assignment includes non-vocational supports/services. Breaks and lunch periods may not be accumulated or voluntary nonuse of be a reason for the staff member to leave early, and may not be accumulated for compensatory time, except as approved by the Superintendent. However, if an employee is unable to take his/her lunch break due to situations beyond his/her control, he/she may leave early upon prior approval of the Immediate Supervisor and after completion of responsibilities for the day including record-keeping requirements. There shall be two (2) breaks per day [fifteen (15) and ten (10) minutes], one in the morning and one in the afternoon, for staff working at least seven (7) hours per day.

#### **D. SUMMER PROGRAM**

1. If the Board determines to have a summer program in addition to the normal school year program, the following procedures shall apply:
  - a. Anticipated positions shall be posted no later than April 15.
  - b. If more employees within their classification bid than positions are available, seniority shall control selection. Any bidding employee(s) not given a position one year, shall be given first consideration the following year by seniority.
  - c. Employees within their regular classification shall be paid their daily rate, and it shall be prorated for a shorter workday unless otherwise agreed by the parties.
  - d. After selection to work during the summer, assignments within each classification shall be made by the Administration.
  - e. Pay for the Summer Program shall be paid on the normal pay date schedule.
  - f. If a member of the bargaining unit is employed as a substitute for Summer School, he/she shall be paid at his/her regular hourly rate.
  - g. Staff employed in the summer program shall not be permitted to use personal leave or comp time during the summer program. If a staff member is ill, s/he shall be permitted to use accumulated sick leave.

## ARTICLE 6. EVALUATION

### **EVALUATION PROCEDURE**

- A.** Each member of the bargaining unit shall be rated or evaluated with respect to performance efficiency twice during the employee's probation period and once during each of the following two (2) calendar years. The supervisor may request an observation or visitation at a mutually agreeable time and length.
- B.** The first performance evaluation shall be completed within thirty (30) days of the first half of the probation period. The second evaluation shall be completed within thirty (30) days of the probation period unless the employee is given a probationary removal, in which case the final evaluation will be made at the time of the removal. A probationary removal not accompanied by the appropriate probationary performance evaluation will not be accepted or processed.
- C.** All bargaining unit employees who have completed three (3) years of employment in the same position shall be evaluated once every three (3) years. The evaluation shall summarize the employee's performance since the proceeding evaluation date Employees shall be evaluated by May 15 of each year.
- D.** All employees who have been transferred or promoted to a new bargaining unit position (see below) shall be evaluated annually for the first three (3) years in that position. Afterward they will be on the three (3) years cycle.
- E.** Either the bargaining unit employee or supervisor may request additional written evaluations by notifying the other party in writing. These evaluations shall be completed within one hundred and twenty (120) calendar days from when the request is received.
- F.** An immediate Supervisor shall evaluate each employee. If an employee has been reassigned to a new Supervisor within one (1) month of the evaluation date, the new Supervisor shall consult with the previous Supervisor in completing the evaluation if possible.
- G.** Upon completion of the Performance Evaluation Form by the rater, the rater shall discuss the evaluation with the employee. The employee shall sign the evaluation to indicate that he/she has received a copy of the completed form. The employee's signature merely indicates an acknowledgement that the employee has received a copy of the evaluation; it does not necessarily indicate agreement with its contents.
- I.** See Employee Performance Evaluation Form: Appendix B, C, D, or E.

## ARTICLE 7. PROMOTIONS AND VACANCIES

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

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

### **B. LAYOFF**

1. The Board shall determine the necessity of layoffs in accordance with the following:
  - a. Employees may be laid off as a result of a lack of funds. If that determination is made, the Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of layoff.
  - b. Employees may be laid off as a result of lack of work. If that determination is made, the Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of layoff.

- c. Employees may be laid off as a result of abolishment of positions. Abolishment means the deletion of a position or positions from the Table of Organization due to a lack of continued need for the position. The Superintendent shall file a statement of rationale and supporting documentation with the Board of DD and with the Association President prior to sending the notice of abolishment.
  - d. Prior to notifying the Board of a need for a layoff, the Superintendent shall meet with the Association President before making any decision regarding layoff to explore alternative ways to deal with the situation. The meeting shall take place at least two (2) weeks prior to the Board's next regular meeting. The Association President shall meet with the PCEAMR Executive Committee as soon as possible thereafter.
- 2. In the event of layoff, the Superintendent shall provide thirty (30) calendar days notice to the Association President and the staff member to be laid off. Notice shall be hand delivered or sent by certified mail, return receipt requested.
  - 3. For purposes of layoff, the bargaining unit shall be divided into separate classifications as listed in Appendix N.
  - 4. Seniority shall be defined into two categories:
    - a. Employment seniority shall be from the first day worked in the bargaining unit position, and
    - b. Position seniority shall be from the first day worked in the employee's current position.
  - 5. Layoff shall be in accordance with position seniority. The member with the least seniority in a position shall be the first laid off.
    - a. Bumping may occur laterally and downward within classifications as listed in Appendix N.
    - b. Bumping may also occur by a member who held a position in another classification. The member may only bump into his/her former position.
    - c. Staff members bumping into any position must:
      - i. Hold the proper certification, registration, or license.
      - ii. Must be eligible and apply for temporary certification or registration and complete the coursework within two (2) years of the first day worked in the new position.

6. The Board shall not hire anyone for a bargaining unit position as long as there is a staff member on the recall list eligible to fill the bargaining unit position.
7. A seniority list, by group classification of staff members, shall be given to the Association President no later than October 15 of each year.
8. Those staff members laid-off shall constitute the recall list for purposes of returning to the bargaining unit in a position for which they are or become certified when positions are available, and shall remain on the recall list for a maximum of two years from date of layoff. Staff members shall be recalled according to seniority. It shall be the employee's affirmative duty to keep the administration up to date regarding his/her address and phone numbers. Staff members shall be notified by certified mail (return receipt requested) of recall to a position and will have fifteen calendar days from the date of mailing of the notice to accept or reject the recall notice. A copy shall be sent to the Association president at the same time that the notice is sent to the laid off employee. If recall is rejected, the staff member is no longer on the recall list.
9. Any employee on layoff shall have benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and shall be charged no more than authorized by COBRA.
10. When a staff member is laid off and bumps into another position, the staff member shall be given first option for any open position in their former position. For example, if a School Age Instructor bumps into an Early Childhood Instructor position, and a School Age Instructor position subsequently opens, s/he shall have the right to this position over others applying for it.
11. Layoff shall be made in the following order and according to position seniority:
  - a. Staff members with temporary appointments;
  - b. Probationary staff members in affected classification(s);
  - c. Part time staff members in affected classification(s).
  - d. Full time staff members in affected classification(s).

### **C. JOB DESCRIPTIONS**

1. Job descriptions for all positions will be completed and compiled by the Superintendent and/or Designee. Job descriptions will be given to each employee prior to employment, or when changed; and will be available for inspection to the PCEAMR. These job descriptions shall include minimum qualifications, Essential Functions, duties, responsibilities, and the job title. The job duties of an employee may only be increased once in any twelve (12) month period, unless the employee in that position agrees to more than one (1) increase. Within fifteen (15) days of any increase in duties said increase shall be incorporated into the job description and a copy given to the employee.

2. Employees shall notify the Superintendent or designee, in writing, annually, if their job description does not describe the employee's current duties. Within ten (10) workdays of such written notification, the Immediate Supervisor and/or the Superintendent shall meet with the employee to discuss the matter.

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

### **A. PROBATION**

1. **PURPOSE:** Each employee shall serve a probationary period following any original appointment and following each promotion. The purpose of the probationary period is to determine the employee's suitability for the position to which he/she has been appointed.
2. **DURATION:** Probationary period for all Food Service/Clerical employees shall be no longer than one hundred twenty (120) days nor less than ninety (90) days. The probationary period for all other bargaining unit employees shall be fixed at a period of three hundred (300) calendar days from the effective date of appointment or promotion. Probation period applies to total time in the agency and is not related to any specific duty. Once a person has completed his/her probation period in the agency, there shall be no other probation periods except in job promotion. Probationary periods for promotion shall only effect job placement, not employment.

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

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

### **C. CORRECTIVE ACTION FOR ALL EMPLOYEES**

1. No employee shall be disciplined without just cause.
2. The Board agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate, one (1) or more

written reprimands prior to any suspension for subsequent offenses. Thereafter, more severe corrective action may be taken to the affected member immediately upon their publication. Immediate corrective action will be taken in cases of serious and/or overt actions.

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

3. Any objections to or allegations regarding such corrective action or documents by the affected employee, may be pursued through the Grievance Procedure and Arbitration Procedure as provided herein.
4. During January and July of each year, written reprimands and/or suspensions of five (5) days or less will cease to have force and effect providing that two (2) years have elapsed after the effective date of the reprimand or suspension, and providing there are no intervening reprimands or suspensions during the two (2) year period.
5. The employee and/or the employer shall have the option to tape record any of the disciplinary proceedings.

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

##### 1. DEFINITIONS

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

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

- a. The grounds for removal, suspension, or reduction are: incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or non-feasance in the office. One (1) or more of these grounds must be cited in every action of removal, suspension, or reduction.
- b. ABSENCE WITHOUT LEAVE: Any employee who absents himself/herself from duty habitually, or for three (3) or more successive duty days without notice

to the Superintendent of the reason for such absence, may be subject to removal for neglect of duty. Through proper use of leave provisions, this matter will be avoided.

- c. In any case of reduction, suspension of more than three (3) working days, or removal, the Board shall furnish such employee with a copy of the order of reduction, suspension, or removal, which order shall state the reasons therefore.

### 3. EMPLOYEE APPEAL

The employee may appeal an order of removal, suspension of more than three (3) working days, or reduction in writing to the State Personnel Board of Review (SPBR) within ten (10) days of the filing date of the order. When such an appeal is filed, the SPBR will notify the appointing authority; and it will hear, or appoint a Trial Board to hear the appeal. The SPBR may affirm or disaffirm or modify the judgment of the appointing authority. The decision of the SPBR may be appealed, by either the appointing authority or the employee, to the Court of Common Pleas of the county in which the employee resides, in the case of removal or reduction. If the SPBR refuses to hear the appeal, the Grievance Procedure may be used.

## **E. EXCEPTIONS**

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

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

### **A. PERSONNEL FILES**

1. The Board shall maintain the official personnel file for each staff member in the Board office in accordance with applicable Ohio law. The Board respects the privacy of employee information and considers the information in a personnel file to be confidential. It is released only to the authorized management personnel on a 'need to know' basis. However, by State Law, public employees' personnel files are public records. Therefore, they may be released to members of the public who make requests and pay the costs established by Board policy.
2. To the extent that the Board is not specifically required by State Law to provide public access to a staff member's home address, home telephone number, and social security number, the Board and Association agree that this information shall

remain private and confidential. The parties agree that these documents and this information shall be provided to any legitimate State authority upon request including any police, prosecutor, and/or court of law request or subpoena.

3. Material concerning a staff member's professional conduct and/or job performance shall be placed in the staff member's file after s/he has read such material. S/He shall acknowledge that s/he read such materials by affixing his/her signature and date on the copy to be filed. His/Her signature signifies that s/he has read the material and does not necessarily indicate agreement with its content.
4. A staff member shall be permitted to examine his/her file within two days of notification to the Superintendent's office and may be accompanied by a person of his/her choice during normal business hours in the presence of the Director of Human Resources or his/her designee. The staff member may request copies of any material placed in his/her file after his/her employment by the Board.
5. By mutual agreement of the staff member and the Director of Human Resources, material that has been found inappropriate, inaccurate, and/or untimely shall be removed from the staff member's file as permitted by State Law.
6. A staff member shall be permitted to place material in his/her file in answer to material already placed in the file. Answers shall be attached to the related material.
7. Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file are known.
8. The Board shall notify a staff member when a member of the public has accessed his/her personnel file. Such notification shall include the name of the person, if known, accessing the file and his/her organization, if applicable. The person who is reviewing the file shall be informed that the staff member will be notified. Such notice shall be provided to the staff member within three (3) workdays of the file having been reviewed.

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

Prior to administrative action based primarily on a formal complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint. Any complaints of this nature shall not be recorded in an employee's personnel file. Anonymous complaints shall be discarded.

## ARTICLE 10. LEAVES

### **A. PROFESSIONAL LEAVE**

1. Full-time employees, upon approval by the Superintendent or his/her designee, may be authorized professional leave with pay during each program year.
2. Professional leave shall be reasonably related to elements in the individual's job description and/or for activities which contribute to the individual's professional development and which are consistent with the Board's goals and objectives, including but not limited to:
  - a. Visitation of classes or programs inside or outside the program;
  - b. College Workshops;
  - c. Educational Seminars;
  - d. Professional Meetings
3. Authorization for professional leave must be obtained from the Superintendent or his/her designee at least seven (7) days prior to the absence. An employee must file a written request specifying the nature of the professional leave activity, what the employee hopes to gain from the activity, and the method the employee will employ to share information he/she acquires with other interested members of the staff.
4. The Superintendent or his/her designee shall show reasonable cause for denying any request for the above provisions.
5. Staff members shall be reimbursed for their pre-approved expenses.
  - a. Requests for professional expenses reimbursement must be submitted no later than 60 days from the date of the activity or no reimbursement will be paid unless there is a compelling reason.
6. No professional days will be granted for employees on days when in-service meetings, Student/Client Staffings or IEP/MISP Reviews have already been scheduled, except in approved emergencies.
7. Meetings that a supervisor pre-approves or directs a bargaining unit member to attend shall be part of the member's regular work day.
8. See All-Purpose Leave Form: Appendix H.

## **B. ASSAULT LEAVE**

1. Any employee who is injured as a result of an assault by a consumer while performing assigned duties will be granted paid leave of absence for up to thirty (30) days commencing with the first day's absence. The leave must begin by the third workday following the assault.
2. The staff member shall notify, as soon as practical, the appropriate supervisor of an assault. The staff member must need treatment by a physician to qualify for assault leave. This treatment must be rendered within 72 hours of the incident or assault leave will not be provided.
3. These days shall not be charged for sick leave or personal leave. The employee is not eligible to receive wage compensation from a worker's compensation claim concurrent with a wage payment from assault leave on the same incident.
4. Staff members must request assault leave by using the All-Purpose Leave Form, Appendix H, and must include a statement from the physician stating that the staff member is unable to work.

## **C. COURT LEAVE**

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

## D. SICK LEAVE

1. All employees earn Sick Leave at the rate of .0575 for each hour worked. Credit is given for all time in active pay status, including vacation, Sick Leave, and overtime. Sick Leave is not earned for time on unpaid leave of absence or layoff.
2. An employee is to be charged for Sick Leave, only for hours upon which he/she would otherwise have been scheduled to work; except that when facilities are closed, no charge to Sick Leave will be made. Sick Leave payment will not exceed the normal scheduled workday earnings for each employee. Sick Leave shall be used in minimum units of one-half (1/2) hour.
3. Unused Sick Leave is cumulative without limit.
4. Sick Leave shall be granted to employees, upon approval of the immediate supervisor for the following reasons:
  - a. Absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and to illness, injury or death in the employee's immediate family. Under reasonable circumstances, Sick Leave may be granted for death outside of the employee's defined immediate family upon approval of the Superintendent or his/her designee. Upon approval of the Superintendent, up to three (3) days of Sick Leave per program year may be advanced for purposes of death in the immediate family. Such advancement shall be made only if an employee has exhausted all other leave accumulation.
  - b. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family.
5. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or the person who stands in place of a parent (loco parentis), or any other permanent resident of the household.
6. For each use of Sick Leave, employees are to complete and submit the All-Purpose Leave Form (Appendix H) to their immediate supervisor or designee before reporting to their assigned work area. If medical attention is required or used while on Sick Leave, the employee is required to submit the name and address of the attending physician, as requested.
7. Falsification of the written, signed statement or physician's certificate may be grounds for disciplinary action. Employees who fail to comply with Sick Leave rules and regulations shall not be paid for the hours of absence.
8. An employee who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one County department to

another, shall be credited with the unused balance of his/her cumulative Sick Leave, provided the time between separation and reappointment does not exceed ten (10) years.

- a. The words "public agency" as used above include the State, Counties, Municipalities, and all boards of education within the State of Ohio.
  - b. The amount of Sick Leave transferred to County service shall not be greater than the maximum accumulation allowed for County employees.
9. When an employee is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication, his/her Immediate Supervisor (or other designee) as soon as possible prior to or on the first day of absence. (If such notification is not made by 6:45 a.m., except in extenuating circumstances, the absence may be charged, upon the recommendation of the Superintendent or his/her designee, to leave without pay.) If an employee reports off sick for a working day and decides to return the next working day, no further calling is necessary.
  10. Any employee who uses no sick leave during the contract year shall receive a Four Hundred Dollar (\$400.00) perfect attendance bonus. Any employee who uses only one (1) day of sick leave during the contract year shall receive an attendance bonus of Two Hundred Dollars (\$200.00).
  11. An injured employee may elect to use accrued leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for leave while receiving payment for Workers' Compensation for the same period and sick leave payments received in error shall be remitted to the Board.
  12. Abuse of Sick Leave: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit.

## **E. PERSONAL LEAVE**

1. Each nine-month employee shall be granted up to three (3) days per contract year, with pay, as Personal Leave. [Twelve-month employees will be granted four (4) days per contract year.] These days shall be unrestricted, which means requiring no reason. Personal Leave shall be prorated to the nearest day during an employee's first year of service, or at termination of employment when an employee works less than one hundred twenty (120) days (nine-month employees) or one hundred sixty (160) days (twelve-month employees) within the program year, exclusive of paid leaves.
2. Unless an emergency demanding immediate absence, an employee intending to use a Personal Leave day shall notify their immediate Supervisor as far in advance

as possible, but in no event less than three (3) school/work days in advance of his/her intention to do so. Personal days shall not be used more than (1) day per quarter.

- a. 1<sup>st</sup> quarter: September 1<sup>st</sup> – November 30<sup>th</sup>
  - b. 2<sup>nd</sup> quarter: December 1<sup>st</sup> – February – February 28<sup>th</sup>
  - c. 3<sup>rd</sup> quarter: March 1<sup>st</sup> – May 30<sup>th</sup>
  - d. 4<sup>th</sup> quarter: June 1<sup>st</sup> – August 31<sup>st</sup>
3. Personal Leave for more than the days above shall be at the discretion of the Superintendent.
  4. Personal Leave shall be non-cumulative; shall not be used to extend breaks or holidays as delineated in the program calendars unless approved by the Superintendent or his/her designee.
  5. No more than three (3) of the school staff and/or three (3) of the Workshop staff may be on scheduled Personal Leave any given day, except in an explained emergency as approved by the immediate supervisor.
  6. Any dispute over which employee is entitled to the Personal Leave day will be resolved by the immediate Supervisor on a first-come/first-served basis.
  7. School employees may not use Personal Leave the first five (5) days or the last five (5) days of a school year, except in emergencies as approved by their immediate supervisor.
  8. No Personal Leave days will be granted employees on days when in-service meetings, student/client staffings, or IEP/MISP reviews have already been scheduled, or on scheduled staff meeting days, except in approved emergencies. Personal Leave shall not be used for gainful employment. Gainful employment means receiving compensation for services rendered to another employer or earned income through any other means. However, in extenuating circumstances relating to educational situations, exceptions may be made with the approval of the Superintendent.
  9. Minimum use of Personal Leave will be in whole day blocks.
  10. See All-Purpose Leave Form: Appendix H.

## **F. VACATION**

1. Every full-time twelve-month employee regularly scheduled to work 32.5 hours per week or more is entitled to receive vacation with pay as follows:

- a. An employee is entitled to ten (10) working days of paid vacation per year upon the completion of his/her first year of employment and annually, thereafter, up to eight (8) years of full-time service with the Board.
  - b. An employee is entitled to fifteen (15) working days of paid vacation per year, upon the completion of eight (8) or more years of full-time service with the Board.
  - c. An employee is entitled to twenty (20) working days of paid vacation per year upon the completion of fifteen (15) or more years of full-time service with the Board.
  - d. An employee is entitled to twenty-five (25) working days of paid vacation per year upon the completion of twenty-five (25) or more years of full-time service with the Board.
2. Vacation will be scheduled through the immediate supervisor. Vacation requests shall be turned in between July 15 and July 31 for the subsequent program year beginning September 1. The Superintendent or his/her designee will schedule vacation requests received by July 31 according to the full-time date of employment with the Portage County Board of DD based on the Seniority List posted on April 15. Any vacation requests received at any time other than the time designated above will be scheduled on a first-come/first-served basis. Vacations scheduled and approved shall not be subject to bumping by seniority.
  3. Employees must give fifteen (15) calendar days written notice for vacations of three (3) days or longer, and as far in advance as possible, but in no event less than three (3) workdays in advance for vacations of two (2) days or less, except in emergencies.
  4. No more than one (1) employee or twenty percent (20%) of the employees, whichever is greater, within each department of the following work areas: Clerical, Production, Habilitation, regardless of classification, shall be on vacation and/or leave at any one time. Vacation requests may be turned in any time after July 15. The notice and percentage requirements in this Section may be waived by the immediate supervisor for good cause shown.
  5. Accrual of vacation benefits shall be permitted up to three (3) years.
  6. A twelve-month employee is entitled to compensation at his/her current hourly rate of pay for the prorated portion of any earned but unused vacation leave at time of separation, provided employee has completed his/her first full year of employment with the Board.
  7. Eligible employees shall accrue vacation during their first year of employment, but will not be entitled to use vacation until completion of their first year of employment. After the first year of employment, vacation will accrue biweekly.

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

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

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

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

4. REINSTATEMENT RIGHTS

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

5. CHILD CARE LEAVE

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

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

**H. LEAVE WITHOUT PAY**

1. The Board may grant a Leave of Absence Without Pay to an employee for a maximum of six (6) months for any personal reason(s) of the employee.

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

3. REINSTATEMENT RIGHTS:

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

**I. ASSOCIATION LEAVE**

1. The Board shall grant the President of the PCEAMR or his/her designee(s) six (6) paid days of his/her choice per year to attend conferences of the Association. Released time shall not be deducted from any other leave. Notification for use of leave shall be made at least twenty-four (24) hours in advance, except in extenuating circumstances.

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

1. An employee who has completed 12 months of employment (and worked at least 1,196 hours during the previous 12 month period) is eligible to take up to 12 weeks of Family/Medical Leave during any twelve (12) month period.
2. Family/Medical Leave is used for the following purposes:
  - a. The birth and first year care of an employee's child;
  - b. The placement of an adopted or foster child with the employee;
  - c. The care of a spouse, child or parent with serious health condition; and
  - d. The employee's own serious health condition.
3. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition which involves in-patient care in a hospital, hospice, or residential care facility or continuing treatment or supervision by a health care provider.
4. When the Family/Medical Leave is foreseeable, an employee is required to give thirty (30) days advance notice. If Family/Medical Leave for planned medical treatment is required, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt operations of the Program.
5. Employees are entitled to Family/Medical Leave for childbirth or placement of a child only during the twelve (12) month period beginning with the birth or placement. Spouses employed by the Board, i.e. a married couple, may be limited to an aggregate of twelve (12) weeks during any twelve (12) month period for Family/Medical Leave used to care for a newborn, adopted child, or foster child.
6. Employees who receive comp time and/or sick leave benefits must exhaust all applicable paid leave benefits in conjunction with Family/Medical Leave. If the available paid time off is less than twelve (12) weeks, then the employee is entitled to take the remainder as unpaid Family/Medical Leave to attain the total of twelve (12) weeks.
7. The Board shall continue to pay the Board's portion of the existing medical and life insurance premiums. The employee's seniority shall not accumulate during a period of unpaid Family/Medical Leave.
8. See FMLA Form: Appendix H.

## ARTICLE 11. SALARY & BENEFITS

### A. PAYROLL

1. Payment of all salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal biweekly payments commencing and ending with the program year as established by the Board-adopted calendar. Members of the bargaining unit recognize that the twenty-six (26) equal biweekly payments may be delayed based on the coordination of payroll ending dates, the beginning of the program calendar, and/or employee earning said payment. Periodically, twenty-seven (27) pay periods may replace twenty-six (26) as the calendar changes. Notification of any Board-instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck.
2. During the summer, paychecks will be sent for nine-month employees to one (1) address of the employee's choosing, at Board expense. The paychecks shall be mailed on the Thursday preceding the pay date, provided that the Business Administrator receives the paychecks from the County Auditor's Office by 3:00 p.m. of each said Thursday.
3. Each paycheck stub will indicate the amount and reason for each deduction.
4. Nine (9) month employees may receive the balance of their annual salary by making a written request to the Business Office by April 15. The amount of money due the employee will be paid in a lump sum on the next regular pay day following the last workday of the individual. This provision is limited to a maximum of ten percent (10%) of the staff annually. The percentage will be decided on a seniority basis if necessary.
5. For any employee who starts working after the beginning of a year, his/her annual salary will be the prorated annual salary. (Section 11.C. SALARY) The daily rate will be calculated based upon the position and the number of days remaining in the commitment agreement year.
6. Notice of Sick Leave accumulation and vacation (as appropriate) will be given to staff biweekly. Staff members will, by requesting it in writing, be provided with Sick Leave accumulation within one (1) workday of the request.
7. Payroll deductions shall be for what the county auditor allows and upon written authorization from the employee.
8. Association dues and fees shall be deducted as specified in Article 1.C. (RECOGNITION).
9. When an employee's paycheck is lost or stolen, he/she shall receive a reissued paycheck, as soon as possible according to the county auditor's current procedure.

10. The Board shall provide the county auditor with necessary information to correct any overpayment or underpayment to an employee within one (1) pay period of its discovery.

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

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

**C. SALARY**

1. All employees' annual salary shall be determined and paid through proper annual placement on the attached salary schedules, commensurate with classification, training and years of experience. Hourly rates are determined by dividing the annual salary by the number of hours regularly scheduled to be worked in the program calendar year.
2. Any change in category due to additional training shall be effective the first pay period of the contract year commencing after training is completed. Evidence of satisfactory completion of training shall be submitted to the Superintendent as soon as possible. Transcripts shall be forwarded to the Superintendent as soon as possible.
3. Employees will be granted all past experience of a same, related, or similar position, including military, for salary purposes not to exceed five (5) years, plus active military experience not to exceed five (5) years. A year of experience is determined by a minimum of the equivalent of one hundred twenty (120) working days in a year (September 1 to August 31). For twelve-month employees who remain in a twelve-month position, one hundred sixty (160) working days in a year constitutes a year of experience. Staff automatically advance on the salary schedule and attain experience increments on the salary schedule through annual experience. Any experience credit granted shall not be removed except when granted in error.
4. The Base Salary (1.00 on the Index) will be \$34,203 for the 2012-13 program year. Employees shall receive step increases for the program years in which they are eligible. All employees will receive a \$500 lump sum payment for program year 2012-2013. Said lump sum payment shall be made no later than the first pay period in October, 2012.

The Base Salary (1.00 on the Index) will increase by \$500 for the 2013-14 program year to \$34,703. For the 2014-15 program year, each employee will receive a \$500 lump sum payment to be paid in the first pay period in October, 2014.

5. Any employee continuously employed prior to 5/1/11 in a covered bargaining unit position as specified in Article 1.B will receive a five percent (5%) bonus each year over his/her regular salary if he/she is appointed to Registered Service Specialist and holds a BA or BS degree.

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

**Effective 2012-15 Program Years**

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

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

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

**D.2. 184-DAY SALARY SCHEDULE Effective 2012-13 Program Year BASE: \$34,203**

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

| <u>YEARS</u> | <u>INSTRUCTOR ASSISTANT</u> | <u>*NURSE/ INSTRUCTOR BA/BS CERT</u> | <u>INSTR MA/MS CERT</u> | <u>INSTR MA/MS +25 SH CERT</u> |
|--------------|-----------------------------|--------------------------------------|-------------------------|--------------------------------|
| STEP 0       | 18,812                      | 34,203                               | 37,623                  | 39,333                         |
| STEP 1       | 19,923                      | 35,742                               | 39,333                  | 41,044                         |
| STEP 2       | 21,035                      | 37,281                               | 41,044                  | 42,754                         |
| STEP 3       | 22,146                      | 38,820                               | 42,754                  | 44,464                         |
| STEP 4       | 23,258                      | 40,360                               | 44,464                  | 46,174                         |
| STEP 5       | 24,370                      | 41,899                               | 46,174                  | 47,884                         |
| STEP 6       | 25,481                      | 43,438                               | 47,884                  | 49,594                         |
| STEP 7       | 26,593                      | 44,977                               | 49,594                  | 51,305                         |
| STEP 8       | 27,704                      | 46,516                               | 51,305                  | 53,015                         |
| STEP 9       | 28,816                      | 48,055                               | 53,015                  | 54,725                         |
| STEP 10      | 29,928                      | 49,594                               | 54,725                  | 56,435                         |
| STEP 11      | 31,039                      | 51,133                               | 56,435                  | 58,145                         |
| STEP 12      | 32,151                      | 52,673                               | 58,145                  | 59,855                         |
| STEP 13      | 33,262                      | 54,212                               | 59,855                  | 61,565                         |
| STEP 14      | 34,374                      | 55,751                               | 61,565                  | 63,276                         |
| STEP 18      | 35,486                      | 57,290                               | 63,276                  | 64,986                         |
| STEP 22      | 36,597                      | 58,829                               | 64,986                  | 66,696                         |
| STEP 26      | 37,709                      | 60,368                               | 66,696                  | 68,406                         |

D.3. 184-DAY SALARY SCHEDULE Effective 2013-15 Program Years BASE: \$34,703

FOR EMPLOYEES HIRED BEFORE 5/1/11

| <u>YEARS</u> | <u>INSTRUCTOR<br/>ASSISTANT</u> | <u>*NURSE/<br/>INSTRUCTOR<br/>BA/BS CERT</u> | <u>INSTR<br/>MA/MS CERT</u> | <u>INSTR<br/>MA/MS<br/>+25 SH CERT</u> |
|--------------|---------------------------------|----------------------------------------------|-----------------------------|----------------------------------------|
| STEP 0       | 19,087                          | 34,703                                       | 38,173                      | 39,908                                 |
| STEP 1       | 20,214                          | 36,265                                       | 39,908                      | 41,644                                 |
| STEP 2       | 21,342                          | 37,826                                       | 41,644                      | 43,379                                 |
| STEP 3       | 22,470                          | 39,388                                       | 43,379                      | 45,114                                 |
| STEP 4       | 23,598                          | 40,950                                       | 45,114                      | 46,849                                 |
| STEP 5       | 24,726                          | 42,511                                       | 46,849                      | 48,584                                 |
| STEP 6       | 25,854                          | 44,073                                       | 48,584                      | 50,319                                 |
| STEP 7       | 26,982                          | 45,634                                       | 50,319                      | 52,055                                 |
| STEP 8       | 28,109                          | 47,196                                       | 52,055                      | 53,790                                 |
| STEP 9       | 29,237                          | 48,758                                       | 53,790                      | 55,525                                 |
| STEP 10      | 30,365                          | 50,319                                       | 55,525                      | 57,260                                 |
| STEP 11      | 31,493                          | 51,881                                       | 57,260                      | 58,995                                 |
| STEP 12      | 32,621                          | 53,443                                       | 58,995                      | 60,730                                 |
| STEP 13      | 33,749                          | 55,004                                       | 60,730                      | 62,465                                 |
| STEP 14      | 34,877                          | 56,566                                       | 62,465                      | 64,201                                 |
| STEP 18      | 36,004                          | 58,128                                       | 64,201                      | 65,936                                 |
| STEP 22      | 37,132                          | 59,689                                       | 65,936                      | 67,671                                 |
| STEP 26      | 38,260                          | 61,251                                       | 67,671                      | 69,406                                 |

**E.1. 240-DAY SALARY SCHEDULE INDEX**

**Effective 2012-15 Program Years**

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

| <u>YEARS</u> | <u>PERS<br/>SERV<br/>ASST</u> | <u>INSTR<br/>BA/BS<br/>TEMP C</u> | <u>*NURSE/<br/>INSTR<br/>BA/BS<br/>CERT</u> | <u>INSTR<br/>MA/MS<br/>TEMP C</u> | <u>INSTR<br/>MA/MS<br/>CERT</u> | <u>INSTR<br/>MA/MS<br/>+25SH<br/>CERT</u> | <u>REG.<br/>SERV<br/>ASST</u> | <u>REG.<br/>SERV<br/>SPEC<br/>TEMP C</u> | <u>REG.<br/>SERV<br/>SPEC<br/>CERT</u> |
|--------------|-------------------------------|-----------------------------------|---------------------------------------------|-----------------------------------|---------------------------------|-------------------------------------------|-------------------------------|------------------------------------------|----------------------------------------|
| STEP 0       | 0.5019                        | 1.2757                            | 1.3152                                      | 1.3809                            | 1.4467                          | 1.5125                                    | 0.7891                        | 0.8548                                   | 0.9469                                 |
| STEP 1       | 0.5264                        | 1.3265                            | 1.3743                                      | 1.4467                            | 1.5125                          | 1.5782                                    | 0.8318                        | 0.8976                                   | 0.9943                                 |
| STEP 2       | 0.5509                        | 1.3773                            | 1.4336                                      | 1.5125                            | 1.5782                          | 1.6440                                    | 0.8746                        | 0.9403                                   | 1.0416                                 |
| STEP 3       | 0.5754                        | 1.4280                            | 1.4927                                      | 1.5782                            | 1.6440                          | 1.7097                                    | 0.9173                        | 0.9831                                   | 1.0890                                 |
| STEP 4       | 0.5999                        | 1.4788                            | 1.5519                                      | 1.6440                            | 1.7097                          | 1.7755                                    | 0.9601                        | 1.0258                                   | 1.1363                                 |
| STEP 5       | 0.6244                        | 1.5295                            | 1.6111                                      | 1.7097                            | 1.7755                          | 1.8412                                    | 1.0028                        | 1.0686                                   | 1.1837                                 |
| STEP 6       | 0.6489                        | 1.5803                            | 1.6703                                      | 1.7755                            | 1.8412                          | 1.9070                                    | 1.0456                        | 1.1113                                   | 1.2310                                 |
| STEP 7       | 0.6734                        | 1.6311                            | 1.7295                                      | 1.8412                            | 1.9070                          | 1.9728                                    | 1.0883                        | 1.1541                                   | 1.2784                                 |
| STEP 8       | 0.6979                        | 1.6819                            | 1.7887                                      | 1.9070                            | 1.9728                          | 2.0386                                    | 1.1310                        | 1.1968                                   | 1.3257                                 |
| STEP 9       | 0.7224                        | 1.7326                            | 1.8478                                      | 1.9728                            | 2.0386                          | 2.1043                                    | 1.1738                        | 1.2395                                   | 1.3730                                 |
| STEP 10      | 0.7469                        | 1.7834                            | 1.9070                                      | 2.0386                            | 2.1043                          | 2.1701                                    | 1.2165                        | 1.2823                                   | 1.4204                                 |
| STEP 11      | 0.7714                        | 1.8342                            | 1.9662                                      | 2.1043                            | 2.1701                          | 2.2358                                    | 1.2593                        | 1.3251                                   | 1.4677                                 |
| STEP 12      | 0.7959                        | 1.8849                            | 2.0254                                      | 2.1701                            | 2.2358                          | 2.3016                                    | 1.3020                        | 1.3678                                   | 1.5151                                 |
| STEP 13      | 0.8204                        | 1.9357                            | 2.0846                                      | 2.2358                            | 2.3016                          | 2.3673                                    | 1.3447                        | 1.4105                                   | 1.5624                                 |
| STEP 14      | 0.8449                        | 1.9864                            | 2.1438                                      | 2.3016                            | 2.3673                          | 2.4331                                    | 1.3875                        | 1.4532                                   | 1.6098                                 |
| STEP 18      | 0.8694                        | 2.0372                            | 2.2029                                      | 2.3673                            | 2.4331                          | 2.4989                                    | 1.4303                        | 1.4960                                   | 1.6571                                 |
| STEP 22      | 0.8939                        | 2.0880                            | 2.2621                                      | 2.4331                            | 2.4989                          | 2.5646                                    | 1.4730                        | 1.5388                                   | 1.7045                                 |
| STEP 26      | 0.9184                        | 2.1388                            | 2.3213                                      | 2.4989                            | 2.5646                          | 2.6304                                    | 1.5157                        | 1.5815                                   | 1.7518                                 |

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

**E.2. 240-DAY NON-DEGREED SALARY SCHEDULE Effective 2012-13 Program Year      BASE: \$34,203**

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

| <u>YEARS</u> | <u>PERS<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>SPEC</u> |
|--------------|-------------------------------|------------------------------|------------------------------|
| STEP 0       | 17,166                        | 26,990                       | 32,387                       |
| STEP 1       | 18,004                        | 28,450                       | 34,008                       |
| STEP 2       | 18,842                        | 29,914                       | 35,626                       |
| STEP 3       | 19,680                        | 31,374                       | 37,247                       |
| STEP 4       | 20,518                        | 32,838                       | 38,865                       |
| STEP 5       | 21,356                        | 34,299                       | 40,486                       |
| STEP 6       | 22,194                        | 35,763                       | 42,104                       |
| STEP 7       | 23,032                        | 37,223                       | 43,725                       |
| STEP 8       | 23,870                        | 38,684                       | 45,343                       |
| STEP 9       | 24,708                        | 40,147                       | 46,961                       |
| STEP 10      | 25,546                        | 41,608                       | 48,582                       |
| STEP 11      | 26,384                        | 43,072                       | 50,200                       |
| STEP 12      | 27,222                        | 44,532                       | 51,821                       |
| STEP 13      | 28,060                        | 45,993                       | 53,439                       |
| STEP 14      | 28,898                        | 47,457                       | 55,060                       |
| STEP 18      | 29,736                        | 48,921                       | 56,678                       |
| STEP 22      | 30,574                        | 50,381                       | 58,299                       |
| STEP 26      | 31,412                        | 51,841                       | 59,917                       |

**E.3. 240-DAY NON-DEGREED SALARY SCHEDULE      Effective 2013-15 Program Years  
BASE: \$34,703**

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

| <u>YEARS</u> | <u>PERS<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>SPEC</u> |
|--------------|-------------------------------|------------------------------|------------------------------|
| STEP 0       | 17,417                        | 27,384                       | 32,860                       |
| STEP 1       | 18,268                        | 28,866                       | 34,505                       |
| STEP 2       | 19,118                        | 30,351                       | 36,147                       |
| STEP 3       | 19,968                        | 31,833                       | 37,792                       |
| STEP 4       | 20,818                        | 33,318                       | 39,433                       |
| STEP 5       | 21,669                        | 34,800                       | 41,078                       |
| STEP 6       | 22,519                        | 36,285                       | 42,719                       |
| STEP 7       | 23,369                        | 37,767                       | 44,364                       |
| STEP 8       | 24,219                        | 39,249                       | 46,006                       |
| STEP 9       | 25,069                        | 40,734                       | 47,647                       |
| STEP 10      | 25,920                        | 42,216                       | 49,292                       |
| STEP 11      | 26,770                        | 43,701                       | 50,934                       |
| STEP 12      | 27,620                        | 45,183                       | 52,579                       |
| STEP 13      | 28,470                        | 46,665                       | 54,220                       |
| STEP 14      | 29,321                        | 48,150                       | 55,865                       |
| STEP 18      | 30,171                        | 49,636                       | 57,506                       |
| STEP 22      | 31,021                        | 51,118                       | 59,151                       |
| STEP 26      | 31,871                        | 52,599                       | 60,793                       |

**F.1. CLERICAL/FOOD SERVICE SALARY SCHEDULE INDEX**  
**Effective 2012-15 Program Years**

| <u>YEARS</u> | <u>*8 HOUR<br/>SECY I</u> | <u>*8 HOUR<br/>ACCOUNT<br/>CLERK I</u> | <u>*8-HOUR<br/>ACCOUNT<br/>CLERK II</u> | <b>**</b><br><u>8 HOUR<br/>HEAD<br/>COOK</u> | <b>**</b><br><u>6-1/2 HOUR<br/>ASST<br/>COOK</u> |
|--------------|---------------------------|----------------------------------------|-----------------------------------------|----------------------------------------------|--------------------------------------------------|
| STEP 0       | 0.7299                    | 0.7595                                 | 0.7879                                  | 0.5475                                       | 0.3750                                           |
| STEP 1       | 0.7591                    | 0.7902                                 | 0.8203                                  | 0.5677                                       | 0.3890                                           |
| STEP 2       | 0.7883                    | 0.8208                                 | 0.8528                                  | 0.5879                                       | 0.4030                                           |
| STEP 3       | 0.8175                    | 0.8514                                 | 0.8852                                  | 0.6081                                       | 0.4170                                           |
| STEP 4       | 0.8467                    | 0.8821                                 | 0.9176                                  | 0.6284                                       | 0.4310                                           |
| STEP 5       | 0.8680                    | 0.9127                                 | 0.9501                                  | 0.6486                                       | 0.4450                                           |
| STEP 6       | 0.9051                    | 0.9434                                 | 0.9825                                  | 0.6688                                       | 0.4590                                           |
| STEP 7       | 0.9343                    | 0.9740                                 | 1.0149                                  | 0.6890                                       | 0.4730                                           |
| STEP 8       | 0.9635                    | 1.0046                                 | 1.0473                                  | 0.7092                                       | 0.4870                                           |
| STEP 9       | 0.9927                    | 1.0353                                 | 1.0798                                  | 0.7294                                       | 0.5010                                           |
| STEP 10      | 1.0219                    | 1.066                                  | 1.1122                                  | 0.7496                                       | 0.5204                                           |
| STEP 12      | 1.0511                    | 1.0967                                 | 1.1446                                  | 0.7698                                       | 0.5398                                           |
| STEP 14      | 1.0803                    | 1.1274                                 | 1.1771                                  | 0.7900                                       | 0.5592                                           |
| STEP 15      | 1.1095                    | 1.1581                                 | 1.2095                                  | 0.8102                                       | 0.5786                                           |
| STEP 22      | 1.1387                    | 1.1888                                 | 1.2419                                  | 0.8304                                       | 0.5980                                           |

**\*240 – DAY SALARY SCHEDULE INDEX**

**\*\*184 – DAY SALARY SCHEDULE INDEX**

**F.2. CLERICAL/FOOD SERVICE SALARY SCHEDULE Effective 2012-13 Program Year BASE: \$34,203**

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

| <u>YEARS</u> | <u>*8 HOUR<br/>SECY I</u> | <u>*8 HOUR<br/>ACCT CLERK I</u> | <u>*8-HOUR<br/>ACCT CLERK II</u> | <u>**8 HOUR<br/>HEAD COOK</u> | <u>**6-1/2 HOUR<br/>ASST COOK</u> |
|--------------|---------------------------|---------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| STEP 0       | 24,965                    | 25,977                          | 26,949                           | 18,726                        | 12,826                            |
| STEP 1       | 25,963                    | 27,027                          | 28,057                           | 19,417                        | 13,305                            |
| STEP 2       | 26,962                    | 28,074                          | 29,168                           | 20,108                        | 13,784                            |
| STEP 3       | 27,961                    | 29,120                          | 30,276                           | 20,799                        | 14,263                            |
| STEP 4       | 28,960                    | 30,170                          | 31,385                           | 21,493                        | 14,741                            |
| STEP 5       | 29,688                    | 31,217                          | 32,496                           | 22,184                        | 15,220                            |
| STEP 6       | 30,957                    | 32,267                          | 33,604                           | 22,875                        | 15,699                            |
| STEP 7       | 31,956                    | 33,314                          | 34,713                           | 23,566                        | 16,178                            |
| STEP 8       | 32,955                    | 34,360                          | 35,821                           | 24,257                        | 16,657                            |
| STEP 9       | 33,953                    | 35,410                          | 36,932                           | 24,948                        | 17,136                            |
| STEP 10      | 34,952                    | 36,460                          | 38,041                           | 25,639                        | 17,799                            |
| STEP 12      | 35,951                    | 37,510                          | 39,149                           | 26,329                        | 18,463                            |
| STEP 14      | 36,950                    | 38,560                          | 40,260                           | 27,020                        | 19,126                            |
| STEP 15      | 37,948                    | 39,610                          | 41,369                           | 27,711                        | 19,790                            |
| STEP 22      | 38,947                    | 40,661                          | 42,477                           | 28,402                        | 20,453                            |

**F.3. CLERICAL/FOOD SERVICE SALARY SCHEDULE Effective 2013-15 Program Years BASE: \$34,703**

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

| <u>YEARS</u> | <u>*8 HOUR<br/>SECY I</u> | <u>*8 HOUR<br/>ACCT CLERK I</u> | <u>*8-HOUR<br/>ACCT CLERK II</u> | <u>**8 HOUR<br/>HEAD COOK</u> | <u>**6-1/2 HOUR<br/>ASST COOK</u> |
|--------------|---------------------------|---------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| STEP 0       | 25,330                    | 26,357                          | 27,342                           | 19,000                        | 13,014                            |
| STEP 1       | 26,343                    | 27,422                          | 28,467                           | 19,701                        | 13,499                            |
| STEP 2       | 27,356                    | 28,484                          | 29,595                           | 20,402                        | 13,985                            |
| STEP 3       | 28,370                    | 29,546                          | 30,719                           | 21,103                        | 14,471                            |
| STEP 4       | 29,383                    | 30,612                          | 31,843                           | 21,807                        | 14,957                            |
| STEP 5       | 30,122                    | 31,673                          | 32,971                           | 22,508                        | 15,443                            |
| STEP 6       | 31,410                    | 32,739                          | 34,096                           | 23,209                        | 15,929                            |
| STEP 7       | 32,423                    | 33,801                          | 35,220                           | 23,910                        | 16,415                            |
| STEP 8       | 33,436                    | 34,863                          | 36,344                           | 24,611                        | 16,900                            |
| STEP 9       | 34,450                    | 35,928                          | 37,472                           | 25,312                        | 17,386                            |
| STEP 10      | 35,463                    | 36,993                          | 38,597                           | 26,013                        | 18,059                            |
| STEP 12      | 36,476                    | 38,059                          | 39,721                           | 26,714                        | 18,733                            |
| STEP 14      | 37,490                    | 39,124                          | 40,849                           | 27,415                        | 19,406                            |
| STEP 15      | 38,503                    | 40,190                          | 41,956                           | 28,116                        | 20,079                            |
| STEP 22      | 39,516                    | 41,255                          | 43,098                           | 28,817                        | 20,752                            |

**\*240 – DAY SALARY SCHEDULE INDEX**

**\*\*184 – DAY SALARY SCHEDULE INDEX**

**G.1. 240-DAY DEGREED SALARY SCHEDULE INDEX Effective 2012-15 Program Years**  
**FOR EMPLOYEES HIRED BEFORE 5/1/11**

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

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

**G.2. 240-DAY DEGREED SALARY SCHEDULE**  
**BASE: \$34,203**

**Effective 2012-13 Program Year**

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

| <u>YEARS</u> | <u>NURSE/<br/>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/MS</u> | <u>INSTR<br/>MA/MS<br/>+25SH</u> |
|--------------|-----------------------------------|------------------------|----------------------------------|
| STEP 0       | 44,984                            | 49,481                 | 51,732                           |
| STEP 1       | 47,005                            | 51,732                 | 53,979                           |
| STEP 2       | 49,033                            | 53,979                 | 56,230                           |
| STEP 3       | 51,055                            | 56,230                 | 58,477                           |
| STEP 4       | 53,080                            | 58,477                 | 60,727                           |
| STEP 5       | 55,104                            | 60,727                 | 62,975                           |
| STEP 6       | 57,129                            | 62,975                 | 65,225                           |
| STEP 7       | 59,154                            | 65,225                 | 67,476                           |
| STEP 8       | 61,179                            | 67,476                 | 69,726                           |
| STEP 9       | 63,200                            | 69,726                 | 71,973                           |
| STEP 10      | 65,225                            | 71,973                 | 74,224                           |
| STEP 11      | 67,250                            | 74,224                 | 76,471                           |
| STEP 12      | 69,275                            | 76,471                 | 78,722                           |
| STEP 13      | 71,300                            | 78,722                 | 80,969                           |
| STEP 14      | 73,324                            | 80,969                 | 83,219                           |

**G.3. 240-DAY DEGREED SALARY SCHEDULE**  
**BASE: \$34,703**

**Effective 2013-15 Program Years**

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

| <u>YEARS</u> | <u>NURSE/<br/>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/MS</u> | <u>INSTR<br/>MA/MS<br/>+25SH</u> |
|--------------|-----------------------------------|------------------------|----------------------------------|
| STEP 0       | 45,641                            | 50,205                 | 52,488                           |
| STEP 1       | 47,692                            | 52,488                 | 54,768                           |
| STEP 2       | 49,750                            | 54,768                 | 57,052                           |
| STEP 3       | 51,801                            | 57,052                 | 59,332                           |
| STEP 4       | 53,856                            | 59,332                 | 61,615                           |
| STEP 5       | 55,910                            | 61,615                 | 63,895                           |
| STEP 6       | 57,964                            | 63,895                 | 66,179                           |
| STEP 7       | 60,019                            | 66,179                 | 68,462                           |
| STEP 8       | 62,073                            | 68,462                 | 70,746                           |
| STEP 9       | 64,124                            | 70,746                 | 73,026                           |
| STEP 10      | 66,179                            | 73,026                 | 75,309                           |
| STEP 11      | 68,233                            | 75,309                 | 77,589                           |
| STEP 12      | 70,287                            | 77,589                 | 79,872                           |
| STEP 13      | 72,342                            | 79,872                 | 82,152                           |
| STEP 14      | 74,396                            | 82,152                 | 84,436                           |

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

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

**H.1. 184-DAY SALARY SCHEDULE**

**EFFECTIVE 2012-13 PROGRAM YEAR**

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

Employees hired on or after 5/1/11 shall receive a \$500 lump sum payment for the 2012-13 program year to be paid the first pay in October, 2012.

| <u>YEARS</u> | <u>INSTR<br/>ASST</u> | <u>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/MS</u> | <u>LPN</u> | <u>RN</u> |
|--------------|-----------------------|------------------------|------------------------|------------|-----------|
| STEP 0       | 18,538                | 34,132                 | 39,252                 | 21,528     | 30,435    |
| STEP 1       | 19,465                | 35,839                 | 41,214                 | 22,604     | 31,957    |
| STEP 2       | 20,438                | 37,631                 | 43,275                 | 23,735     | 33,555    |
| STEP 3       | 21,460                | 39,512                 | 45,439                 | 24,921     | 35,233    |
| STEP 4       | 22,533                | 41,488                 | 47,711                 | 26,167     | 36,994    |
| STEP 5       | 23,660                | 43,562                 | 50,096                 | 27,476     | 38,844    |
| STEP 6       |                       | 45,740                 | 52,601                 |            |           |
| STEP 7       |                       | 48,027                 | 55,231                 |            |           |
| STEP 8       |                       | 50,429                 | 57,993                 |            |           |

**184-DAY SALARY SCHEDULE**

**EFFECTIVE 2013-15 PROGRAM YEARS**

| <u>YEARS</u> | <u>INSTR<br/>ASST</u> | <u>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/MS</u> | <u>LPN</u> | <u>RN</u> |
|--------------|-----------------------|------------------------|------------------------|------------|-----------|
| STEP 0       | 19,038                | 34,632                 | 39,752                 | 22,028     | 30,935    |
| STEP 1       | 19,965                | 36,339                 | 41,714                 | 23,104     | 32,457    |
| STEP 2       | 20,938                | 38,131                 | 43,775                 | 24,235     | 34,055    |
| STEP 3       | 21,960                | 40,012                 | 45,939                 | 25,421     | 35,733    |
| STEP 4       | 23,033                | 41,988                 | 48,211                 | 26,667     | 37,494    |
| STEP 5       | 24,160                | 44,062                 | 50,596                 | 27,976     | 39,344    |
| STEP 6       |                       | 46,240                 | 53,101                 |            |           |
| STEP 7       |                       | 48,527                 | 55,731                 |            |           |
| STEP 8       |                       | 50,929                 | 58,493                 |            |           |

For the 2014-15 program year, each employee hired on or after 5/1/11 shall receive a \$500 lump sum payment in the first pay in October, 2014.

**H.2. 240-DAY NON-DEGREED SALARY SCHEDULE  
EFFECTIVE 2012-13 PROGRAM YEAR**

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

Employees hired on or after 5/1/11 shall receive a \$500 lump sum payment for the 2012-13 program year to be paid the first pay in October, 2012.

| <u>YEARS</u> | <u>PERS<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>SPEC</u> |
|--------------|-------------------------------|------------------------------|------------------------------|
| STEP 0       | 15,600                        | 24,180                       | 30,240                       |
| STEP 1       | 16,380                        | 25,389                       | 31,752                       |
| STEP 2       | 17,199                        | 26,658                       | 33,340                       |
| STEP 3       | 18,059                        | 27,991                       | 35,007                       |
| STEP 4       | 18,962                        | 29,391                       | 36,757                       |
| STEP 5       | 19,910                        | 30,860                       | 38,595                       |

**240-DAY NON-DEGREED SALARY SCHEDULE  
EFFECTIVE 2013-15 PROGRAM YEARS**

| <u>YEARS</u> | <u>PERS<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>ASST</u> | <u>REG<br/>SERV<br/>SPEC</u> |
|--------------|-------------------------------|------------------------------|------------------------------|
| STEP 0       | 16,100                        | 24,680                       | 30,740                       |
| STEP 1       | 16,880                        | 25,889                       | 32,252                       |
| STEP 2       | 17,699                        | 27,158                       | 33,840                       |
| STEP 3       | 18,559                        | 28,491                       | 35,507                       |
| STEP 4       | 19,462                        | 29,891                       | 37,257                       |
| STEP 5       | 20,410                        | 31,360                       | 39,095                       |

For the 2014-15 program year, each employee hired on or after 5/1/11 shall receive a \$500 lump sum payment in the first pay in October, 2014.

**H.3. 240-DAY DEGREED SALARY SCHEDULE**  
**EFFECTIVE 2012-13 PROGRAM YEAR**  
**FOR EMPLOYEES HIRED ON OR AFTER 5/1/11**

Employees hired on or after 5/1/11 shall receive a \$500 lump sum payment for the 2012-13 program year to be paid the first pay in October, 2012.

| <u>YEARS</u> | <u>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/BM</u> | <u>ASIS<br/>BA/BS</u> | <u>LPN</u> | <u>RN</u> |
|--------------|------------------------|------------------------|-----------------------|------------|-----------|
| STEP 0       | 42,109                 | 48,425                 | 39,698                | 30,240     | 39,698    |
| STEP 1       | 44,214                 | 50,846                 | 41,683                | 31,752     | 41,683    |
| STEP 2       | 46,425                 | 53,388                 | 43,767                | 33,340     | 43,767    |
| STEP 3       | 48,746                 | 56,058                 | 45,956                | 35,007     | 45,956    |
| STEP 4       | 51,183                 | 58,861                 | 48,254                | 36,757     | 48,254    |
| STEP 5       | 53,742                 | 61,804                 | 50,666                | 38,595     | 50,666    |
| STEP 6       | 56,429                 | 64,894                 |                       |            |           |
| STEP 7       | 59,251                 | 68,139                 |                       |            |           |
| STEP 8       | 62,213                 | 71,545                 |                       |            |           |

**240-DAY DEGREED SALARY SCHEDULE**  
**EFFECTIVE 2013-15 PROGRAM YEARS**

| <u>YEARS</u> | <u>INSTR<br/>BA/BS</u> | <u>INSTR<br/>MA/BM</u> | <u>ASIS<br/>BA/BS</u> | <u>LPN</u> | <u>RN</u> |
|--------------|------------------------|------------------------|-----------------------|------------|-----------|
| STEP 0       | 42,609                 | 48,925                 | 40,198                | 30,740     | 40,198    |
| STEP 1       | 44,714                 | 51,346                 | 42,183                | 32,252     | 42,183    |
| STEP 2       | 46,925                 | 53,888                 | 44,267                | 33,840     | 44,267    |
| STEP 3       | 49,246                 | 56,558                 | 46,456                | 35,507     | 46,456    |
| STEP 4       | 51,683                 | 59,361                 | 48,754                | 37,257     | 48,754    |
| STEP 5       | 54,242                 | 62,304                 | 51,166                | 39,095     | 51,166    |
| STEP 6       | 56,929                 | 65,394                 |                       |            |           |
| STEP 7       | 59,751                 | 68,639                 |                       |            |           |
| STEP 8       | 62,713                 | 72,045                 |                       |            |           |

For the 2014-15 program year, each employee hired on or after 5/1/11 shall receive a \$500 lump sum payment in the first pay in October, 2014.

**H.4. CLERICAL/FOOD SERVICE SALARY SCHEDULE  
EFFECTIVE 2012-13 PROGRAM YEAR**

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

Employees hired on or after 5/1/11 shall receive a \$500 lump sum payment for the 2012-13 program year to be paid the first pay in October, 2012.

| <u>YEARS</u> | <u>*8-HOUR<br/>ACCT<br/>CLERK I</u> | <u>*8-HOUR<br/>ACCT<br/>CLERK II</u> | <u>**8-HOUR<br/>HEAD<br/>COOK</u> | <u>**6-1/2<br/>HOUR<br/>ASST<br/>COOK</u> |
|--------------|-------------------------------------|--------------------------------------|-----------------------------------|-------------------------------------------|
| STEP 0       | 24,960                              | 28,704                               | 18,671                            | 12,642                                    |
| STEP 1       | 26,208                              | 30,139                               | 19,604                            | 13,274                                    |
| STEP 2       | 27,518                              | 31,646                               | 20,585                            | 13,937                                    |
| STEP 3       | 28,894                              | 33,228                               | 21,614                            | 14,634                                    |
| STEP 4       | 30,339                              | 34,890                               | 22,695                            | 15,366                                    |
| STEP 5       | 31,856                              | 36,634                               | 23,829                            | 16,134                                    |

**CLERICAL/FOOD SERVICE SALARY SCHEDULE  
EFFECTIVE 2013-15 PROGRAM YEARS**

| <u>YEARS</u> | <u>*8-HOUR<br/>ACCT<br/>CLERK I</u> | <u>*8-HOUR<br/>ACCT<br/>CLERK II</u> | <u>**8-HOUR<br/>HEAD<br/>COOK</u> | <u>**6-1/2<br/>HOUR<br/>ASST<br/>COOK</u> |
|--------------|-------------------------------------|--------------------------------------|-----------------------------------|-------------------------------------------|
| STEP 0       | 25,460                              | 29,204                               | 19,171                            | 13,142                                    |
| STEP 1       | 26,708                              | 30,639                               | 20,104                            | 13,774                                    |
| STEP 2       | 28,018                              | 32,146                               | 21,085                            | 14,437                                    |
| STEP 3       | 29,394                              | 33,728                               | 22,114                            | 15,134                                    |
| STEP 4       | 30,839                              | 35,390                               | 23,195                            | 15,866                                    |
| STEP 5       | 32,356                              | 37,134                               | 24,329                            | 16,634                                    |

**\*240-DAY SALARY SCHEDULE**

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

For the 2014-15 program year, each employee hired on or after 5/1/11 shall receive a \$500 lump sum payment in the first pay in October, 2014.

**I. SPECIAL SUPPLEMENT PAY**

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

**J. MILEAGE**

1. Authorized employees who must travel as a condition of their employment or as a result of their duties, including home visits, shall be reimbursed for the operation of a privately owned vehicle at the Internal Revenue Service rate.
2. If an employee is assigned to a group work site and is required to drive more than his/her regular drive to and from Portage Industries, Inc., he/she shall receive reimbursement for the mileage in excess of his/her regular drive. The employee is required to record the mileage daily and submit monthly for reimbursement. This reimbursement applies only to employees who are members of the bargaining unit prior to September 1, 1993, and who are assigned to a group work site in the community.

**K. OVERTIME & EXTRA TIME**

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

**L. COMPENSATORY TIME**

1. The following classifications are considered overtime-exempt and extra time-exempt under the Fair Labor Standards Act: Instructor-School Age, Instructor-Preschool, Early Intervention Specialist, Registered Nurse, Adult-Services Instructor Specialist, Physical Development Specialist, School Psychologist and Language Development Specialist. The extra-time and overtime provisions specified in Article 11.K.1. through 11.K.3. do not apply to these classifications.
2. Staff members in the classifications listed in 11.L.1 may be granted compensatory time for administratively-required hours worked beyond the required work week subject to conditions specified in Article 11.L.3 through 11.L.11.
3. Staff members in the classifications listed in 11.L.1 have a work week of thirty-five (35) hours per week, seven (7) hours per day [thirty-two and one-half (32-1/2)

hours per week, six and one-half (6-1/2) hours per day for the School Psychologist]. Upon notification to and written approval by the immediate supervisor, the work week may be worked across a flexible schedule to meet the needs of the individuals being supported. These staff, upon the approval of the immediate supervisor, shall be permitted to flex their schedule over a two (2) week period (i.e., a biweekly seventy (70) hour pay period [sixty-five (65) hours for School Psychologist]).

4. Working a flexible schedule means that the hours worked per day may vary and not necessarily be of an equivalent duration per day but at the end of the biweekly pay period, the hours worked will equal the required floor of seventy (70) hours [sixty-five (65) hours for School Psychologist]. The floor of seventy (70) hours [sixty-five (65)] per biweekly pay period must be reached either through time actually worked or a combination of hours worked and/or utilization of accrued paid leave.
5. There may be biweekly pay periods where the staff listed in 11.L.1 work more than the required 70 (65) hours. For hours worked beyond 70 (65) hours, these staff may earn and use, subject to the provisions 11.L.6 through 11.L.11, compensatory time (comp) time. Compensatory time when earned will be at straight time rate. These staff will be permitted to earn and accumulate during a program year no more than the maximum hours of comp time noted in 11.L.6.
6. Staff listed in 11.L.1 will not receive paid compensation for any accumulated compensatory time except at termination of employment (i.e., retirement, resignation, discharge). Payment for accumulated compensatory time will be at the staff member's hourly rate of pay at which it was earned up to the maximum of three (3) work days for full-time employees [twenty-one (21) hours for seven (7) hours per day employees; nineteen and one-half (19-1/2) for six and one-half (6-1/2) hours per day employees] and a maximum of two (2) work days [fourteen (14) hours] for part-time employees working seven (7) hours per day and less than thirty-two and one-half (32-1/2) hours per week.
7. Accumulated compensatory time, up to the maximum allowable [twenty-one (21) hours or nineteen and one-half (19-1/2) for full-time staff; fourteen (14) hours for part-time staff], not used in a program year does not roll over to the subsequent program year. Accumulated comp time on the books at the end of a program year is lost.
8. Staff listed in 11.L.1 will submit requests to use accumulated compensatory time to their immediate supervisor with at least three (3) days notice. Requests may be denied due to operational concerns, and the immediate supervisor may waive the three (3) day notice requirement. Minimum usage of accumulated compensatory time shall be in one-half (1/2) hour increments.
9. Staff are to record their time daily on the electronic time sheet recording program provided by the administration.

10. When any of these staff know in advance that they are likely to go over their required hours of work during a biweekly pay period (e.g., 70 hours), they must notify their immediate supervisor (directly or by voicemail, email or cell phone) at least two (2) days in advance, requesting supervisory approval to work the specified additional time. Failure to submit such request and obtain approval in advance may be grounds for disapproval of the additional time.
11. In the event that additional hours need to be worked beyond the required biweekly amount and such need is not known in advance (e.g., an emergency, unavoidable long meeting), the staff must notify the supervisor within two (2) days (either directly or by voicemail, email or cell phone) specifying the actual amount of additional time worked and the reason(s) for the additional time. Failure to provide supervisory notification may be grounds for disapproval of the additional time. In addition to immediate supervisor notification, the staff member must enter the additional time worked on the electronic time sheet recording program.

**M. PARENT/TEACHER CONFERENCES**

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

|                        | <u>DAY 1</u>     | <u>DAY 2</u>      |
|------------------------|------------------|-------------------|
| Instructors/Nurse      | 4:00 - 7:30 p.m. | 8:30 - 12:00 Noon |
| Assistants/LPN         | 4:00 - 7:15 p.m. | 8:30 - 11:45 a.m. |
| Assistant Cook         | 3:30 – 6:45 p.m. | 8:00 - 11:15 a.m. |
| Account Clerk          | 3:30 - 7:30 p.m. | 8:00 - 12:00 Noon |
| Secretary              | 4:00 – 8:00 p.m. | 8:30 - 12:30 p.m. |
| Psychologist/Head Cook | 4:00 - 8:00 p.m. | 8:30 - 12:30 p.m. |

2. The Board shall provide, at no cost to the employee, child care services between the hours of 4:00 - 7:30 p.m. on Day 1. An adequate number of Day Care Providers shall be provided. Day Care Providers shall not be staff members, unless mutually agreed upon.
3. The staff shall receive their lunch period during the Day 1 evening hours. They shall receive a morning break on Day 2. The staff shall be permitted to leave during lunch and breaks to pick up their children and bring them to the facility for child care services. If any staff member does not take his/her lunch break and has completed all of his/her conferences, he/she shall be permitted to leave at the end of his/her last conference.

**N. UNPAID HOLIDAYS**

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

|                                          |                              |
|------------------------------------------|------------------------------|
| First Day of January                     | First Monday in September    |
| Martin Luther King Day                   | Fourth Thursday in November  |
| Last Monday in May                       | Fourth Friday in November    |
| Fourth of July (12-month employees only) | Twenty-Fifth Day of December |

2. No charge will be made for a holiday which occurs during a vacation. If a holiday occurs during a period of paid Sick Leave, the employee will be regarded as having been off duty and will not be charged for Sick Leave.
3. Any employee required to work said days above shall be paid overtime or extra time as provided in Article 11.K.

**O. SEVERANCE PAY**

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

**P. PROFESSIONAL DEVELOPMENT PROGRAM**

1. Prior to the commencement of each fiscal year beginning during the term of this Agreement, the Board shall appropriate for use within the following fiscal year, the sum of at least Eight Thousand Dollars (\$8,000) for the length of this Agreement, for the purpose of reimbursing all or part of the eligible tuition expenses incurred by employees, subject to the following conditions:
2. Written requests for reimbursement shall be submitted by the employee, on the appropriate form, for the approval of the Superintendent or his/her designee, prior to enrolling in the course(s) for which reimbursement is desired.

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

- a. For courses described in 11.P.3.a., above, reimbursement shall occur at a rate equal to one hundred percent (100%) of the tuition cost.
  - b. For courses described in 11.P.3.b., above, reimbursement shall occur at a rate equal to seventy-five percent (75%) of the tuition cost.
  - c. For courses described in 11.P.3.c., above, reimbursement shall occur at a rate equal to sixty-five (65%) of the tuition cost.
  - d. For courses described in 11.P.3.d., above, reimbursement shall occur at a rate equal to fifty percent (50%) of the tuition cost.
9. Prior to receiving reimbursement under this Section, each employee shall agree to remain an employee of the Board for the length of the program year which commences immediately subsequent to the receipt of such reimbursement. Should such an employee voluntarily terminate employment, or should such employment be involuntarily terminated, except in cases of layoff or disability, during the aforesaid period, an amount equal to that reimbursed to such employee shall be forfeited and deducted from the final pay to which the employee is entitled.
10. Employees shall be eligible for reimbursement of one hundred percent (100%) of the tuition costs incurred in taking assigned course work related to duties assigned in the employees' current or expanded position description as determined by the Administration.
- At the conclusion of the semester, quarter or time period during which the approved course was taken, the employee shall submit, to the Superintendent, written evidence that the course work has been satisfactorily completed.
11. Probationary employees shall be eligible for reimbursement for tuition costs under the procedures specified in this Article. Reimbursement is payable as a single sum in a voucher check at the completion of the probation period or the end of the course, whichever is later, providing that an original receipt (or certified authentic copy thereof) showing the tuition expense has been presented to the Superintendent.
12. See Tuition Pay Form: Appendix I.

**Q. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. The Board and the PCEAMR hereby agree to establish a Portage County Board of DD Local Professional Development Committee (LPDC).
  - a. The purpose of the LPDC shall be to oversee, review and rule on Individual Professional Development Plans for the purpose of educational license renewal.

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

7. MEETINGS
  - a. The LPDC shall meet a minimum of four times annually. Other meetings will be called as necessary.
8. GRIEVANCE
  - a. The grievance procedure does not apply for actions taken by the LPDC.
9. PLAN OF OPERATION
  - a. The Portage County Board DD Professional Development Committee has a Plan of Operation. This shall be reviewed and updated annually by the LPDC at the beginning of each school year.

**R. PLACEMENT MEETINGS**

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

**ARTICLE 12. INSURANCES**

**A. HOSPITALIZATION**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week effective January 1, 2000, the Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit no less than the specifications in Appendix K. The employee shall pay a maximum of six percent (6%) of the monthly premium.
2. As part of this program, the employee is responsible for out-of-pocket expenses as per the insurance plan.
3. The plan as administered will have a maximum out-of-pocket, including deductible, of five hundred dollars (\$500) per person/one thousand dollars (\$1,000) per family in-network and nine hundred (\$900)/eighteen hundred (\$1,800) per family out-of-network.
4. The deductible cost limit to the employee shall be one hundred dollars (\$100) per covered individual, two hundred dollars (\$200) per family.

5. The parties recognize the necessity to contain the cost of the Insurance Program. Therefore, the parties agree that the following Cost Containment provisions shall be implemented in the Hospitalization Insurance Plan:
  - a. Voluntary second opinion.
  - b. Pre-certification and Pre-admission Testing for inpatient confinements.
  - c. No weekend hospital entrance except in cases of emergency.
6. The preexisting limitation shall apply to benefits for newly hired employees and their dependents as provided in the applicable Portage Area Schools Consortium Portage County Board of DD Employee Benefit Plan.
  - a. A condition is deemed preexisting if treatment was received or expense incurred during the three (3) months immediately preceding the effective date, except for pregnancy.
  - b. The preexisting limitation of the Contract is satisfied after three (3) consecutive months with no treatment while covered under the plan or twelve (12) consecutive months have expired while covered under the Plan.
7. Expansion of rules for spouse coverage and Board option to pay the spouse's share of any contributory plan for all employees hired after September 1, 1993:
  - a. If a spouse of an employee with a Family Plan has dependents and is eligible for family coverage under a noncontributory program, and is not covered by the Board's Plan on August 31, 1993, the spouse must take family coverage with his/her employer to be eligible for coverage for himself/herself and those dependents for whom the spouse's employer would be primary, under this Plan.
  - b. The Board reserves the right to pay the spouse's share of either a Single or Family Plan, and such payment shall result in payment under Coordination of Benefits with said Plan regardless of whether or not the spouse takes coverage under said Plan.
8. Requirement that spouses take Workers' Compensation benefits, where applicable. **Note:** Provided in the Benefit Plan.
9. PRE-TAX PREMIUM DEDUCTION/FLEXIBLE SPENDING PLAN
  - a. Subject to the County Auditor's approval, effective January 1, 2007, all Association employees with health insurance coverage as described in 12.A, 12.B, 12.D, and 12.G, must annually complete and sign a "Section 125 Premium Only Election Form". When authorized by the bargaining unit

member, premium contributions will be deducted from paychecks pre-tax, as allowed by Internal Revenue Section 125.

- b. Effective January 1, 2008, a Section 125 Plan (Flexible Spending Plan) will be reviewed for availability to all bargaining unit members, subject to the County's approval. Any employee wishing to participate in the medical spending account and the dependent care account will pay the monthly fee assessed by the plan. The Board will not cover the expense of participating in either plan. If there are not enough participants interested to meet the minimum cost, the option of belonging to both plans will be withdrawn until enough people wish to participate.

**B. PRESCRIPTION DRUG**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide Prescription Drug Insurance coverage as described in Appendix L. The Employee shall pay six percent (6%) of the Single or Family monthly premium.
2. See Appendix L.

**C. TERM LIFE INSURANCE**

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

**D. DENTAL INSURANCE**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide Single or Family Dental Insurance coverage for each employee. The specifications shall be no less than the current Plan. Sealants for children under age fourteen (14) are covered at 100%. The employee shall pay six percent (6%) of the Single or Family monthly premium.

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

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

**G. VISION**

1. For all full-time employees regularly scheduled to work at least thirty-two and half (32.5) hours per week, the Board shall provide single or family vision insurance. The employee shall pay six percent (6%) of the single or family monthly premium.
2. See Appendix M.

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

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

**J. SUBROGATION**

1. WHEN THIS PROVISION APPLIES:

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

2. AMOUNT SUBJECT TO SUBROGATION OR REFUND

- a. The covered person agrees to recognize this plan's first priority right to subrogation and reimbursement over the covered person as to any funds recovered. These rights provide this plan with a first priority with respect to any funds paid by another party to a covered person relative to the injury or illness, even if the covered person is only partially compensated for all losses. The plan's priority recovery right includes a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Any so-called "make whole" or "full compensation" rule or doctrine is hereby explicitly rejected and disavowed.
- b. Notwithstanding its priority to refunds, this plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which this plan has made, or will make, payments for medical or dental charges, as well as any costs and fees associated with the enforcement of its rights under this plan.
- c. When a right of recovery exists, the covered person will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure this plan's right of subrogation as a condition to having this plan make payments. In addition, the covered person will do nothing to prejudice the right of this plan to subrogate.

3. DEFINED TERMS:

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

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

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

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

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

## **L. WORKER'S COMPENSATION**

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

## **ARTICLE 13. WORKING CONDITIONS**

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

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

### **B. DRUG-FREE WORKPLACE**

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

### **C. FACILITIES AND CONDITIONS**

1. Every employee shall be assigned either a lockable closet, desk, and/or locker within his/her work area to store personal belongings and program materials. Staff members assigned a classroom or securable work area will be provided a key to such area upon request. The staff member shall be responsible for the loss and replacement of the key. Staff members are urged to lock all areas, for which they are assigned keys, at the end of each day. If a staff member loses or fails to return a key, that staff member shall be assessed Five Dollars (\$5.00).
2. There shall be provided appropriately furnished staff lounges at each site free from clients and students. The staff lounges will be maintained by custodial staff; however, staff shall be responsible for washing their dishes, replacement of pop bottles, coffee cups, etc. Administration will refrain from scheduling meetings in the staff lounge during working hours, except if no other adequate meeting space is available. There shall be a smoking area designated outside of each building pursuant to the requirements of the Ohio Revised Code Chapter 3794.
3. Vending machines shall be provided at each facility. The type and number shall be determined by the staff at the site, in consultation with the Administrator of the facility.
4. Adoption of any staff dress code by the Board shall require concurrence of the Association.

5. If required courses for certification are only available at times conflicting with the scheduled workday, staff members may arrange to leave up to one-half (1/2) hour early, with the approval of the Immediate Supervisor. Use of compensatory time may be used in lieu of making up work hours.
6. In the event that a search of Board property is deemed necessary, the employee assigned such property shall be given a reasonable opportunity to be present. This condition is not to preclude the right of management to provide for program operation, i.e. locating lesson plans, student and client data, teaching materials, etc. The administrative personnel shall in no way be responsible for the actions of other personnel.
7. Program vehicle usage shall have as first priority, assignment and scheduling for the transportation of students and clients.
8. Refrigerators in each site may be used by staff.
9. Work areas shall be maintained in a safe condition. Employees shall be responsible for informing management of unsafe conditions. Gloves and soap shall be available.

#### **D. EQUIPMENT**

1. The following shall be available for program use, upon reasonable request:
 

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Copy Machine</li> <li>2. Slide Projectors</li> <li>3. Overhead Projector</li> <li>4. Movie Screen</li> <li>5. Phonograph/CD Player</li> <li>6. Tape Recorder</li> <li>7. Washing Machine</li> <li>8. Clothes Dryer</li> <li>9. Ramps</li> </ol> | <ol style="list-style-type: none"> <li>10. Hair Dryers</li> <li>11. Laminator</li> <li>12. Video Tape Recorder/monitor</li> <li>13. Protective Gloves</li> <li>14. Disinfectant Soap/Spray</li> <li>15. Surge Protectors</li> <li>16. Camera</li> <li>17. H.D. Extension cords</li> <li>18. Desktop/Laptop Computer</li> </ol> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
2. The Superintendent shall insure adequate supplies be available for the equipment above.
3. Facial tissues will be provided for daily use, upon request, providing it is not available from parents.
4. Items related to employee safety such as facemasks, safety glasses, disposable clothing, lifting belts, shall be available for employee use when risk is present.

## **E. PURCHASING POLICY**

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

## **F. OVERLOAD**

1. When a school employee has more than twelve (12) pre-school or school-age children with no Assistants for a full program day, he/she shall be paid \$8.00/hour (Instructors), or \$6.00/hour (Instructor Assistants), above the regular pay.
2. When Registered Service Assistants or Registered Service Specialists has direct responsibility for more than fifteen (15) clients with no Assistants for a full program day, he/she shall be paid Eight Dollars (\$8.00) per hour (Registered Service Specialists) or Six Dollars (\$6.00) per hour (Registered Service Assistants) above the regular pay.

## **G. ABSENTEEISM REPORTING**

1. The Board shall insure that a telephone system be established whereby members of the bargaining unit call into the switchboard during the night to inform the Administration that he/she will not be able to go to work the next day due to illness or emergency.
2. Any designated clerical employee who performs duties prior to the commencement of the workday other than in the work place, for the purpose of calling substitutes, shall receive extra time or their regular rate plus overtime, if appropriate as provided in Article 11.K.

## **H. VISITOR POLICY**

1. An employee who desires to bring a visitor (defined as a nonmember of the program community) into a class or a Workshop-Client group, must submit a written request to his/her Immediate Supervisor at least two (2) days in advance of proposed visit. For unusual circumstances, the two (2) day limit may be waived. The employee must receive approval of the request before his/her visitor may enter a class or Workshop group. Request for this visitor privilege shall not be unreasonably withheld.

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

## **ARTICLE 14. MENTOR PROGRAM**

### **A. DEFINITIONS**

1. Mentor Teacher—a teacher who will provide formative assistance to an entry year teacher and provide assistance in completing Ohio’s entry year program.
2. Consulting Teacher—a teacher who will provide formative assistance to a new teacher.
3. Entry Year Teacher—a teacher in the first year (or second year if the teacher did not pass the State’s Assessment) of employment under a probationary license and who is being assessed by the State as to competency to be granted a professional license. A teacher in the probationary license year (entry year) will be provided formative assistance by a mentor teacher.
4. New Teacher—a teacher new to our Board regardless of other years of experience, and/or on leave and returning after more than one year of separation is also considered a new teacher.
5. Formative Assistance—is designed to yield information that will help teachers identify specific areas for professional enhancement. Formative assistance

consists of cooperation and consultation among professionals to provide adequate assistance to support individual professional achievement.

- a. Formative assistance for an entry year teacher shall include information to assist the entry year teacher to understand the Praxis (or other State mandated assessment.)

## **B. SCREENING COMMITTEE**

1. A committee comprised of two (2) teachers appointed by the Association and two (2) administrators (building level) appointed by the Board shall meet to act as a screening committee to select teachers who will act as mentor teachers. To be considered, applicants must meet selection criteria and must submit a written request for consideration to the screening committee. Mentor teachers must be willing to attend, on release time or on paid time, state, county, or other training specifically designed for mentor teachers.

## **C. SELECTION CRITERIA FOR MENTOR/CONSULTING TEACHERS**

1. The applicant must have a minimum of three (3) consecutive years of teaching experience.
2. Mentors must have completed mentor training specifically designed to meet the needs of entry year teachers (with regards to Praxis, Pathwise, etc.)
3. The applicant must hold a valid teaching certificate/license and must currently be teaching in the same certification as the entry year teacher. If such an applicant is not available a mentor with similar certification will be assigned.

## **D. RESPONSIBILITIES**

1. The mentor teacher and the entry year teacher shall follow the most recently adopted administrative procedure and board adopted policy.

## **E. PROTECTIONS**

1. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of the staff member's evaluation.
2. Release time shall be granted to the mentor/consulting teachers and the entry year teachers/new teachers on an as need basis. All release time must be approved by the Building Administrator. Coverage in the classroom will be provided.
3. Entry year teachers are required to pass a State assessment to receive a professional license. If the entry year teacher is retained after one year and did

not pass the assessment, the entry year teacher has only one additional year in which to complete the requirements.

4. The relationship of a mentor teacher/consulting teacher with the entry year/new teacher is a confidential one for the growth of the entry year/new teacher and the consulting or mentor teacher does not provide any evaluation on such a teacher, other than in a confidential manner to the entry year or new teacher.

## **F. COMPENSATION**

1. All teachers who serve on the screening committee shall be compensated at 2% of the BA-0 Base for year one of the program. Thereafter, the committee members shall be compensated at 1% of the BA-0 base, if a screening committee is necessary based on new teachers hired.
2. All teachers selected as mentors for entry-year programs who are assigned an entry year teacher shall be compensated at 3.5% of the BA-0 base.
3. All teachers selected as consulting teachers who are assigned a new teacher shall be compensated at 3.5% of the BA-0 base.
4. All teachers selected as mentor or consulting teachers shall receive their total compensation in one or two lump sums, with one half being included in the 2<sup>nd</sup> pay period in December and one-half in the 2<sup>nd</sup> pay period in May. Service of less than a full semester shall be prorated each semester.

## **G. PROGRAM REVIEW/REVISIONS**

1. Mentor/consulting teachers shall meet with the screening committee as a group prior to the end of the contract to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than March 15, of the last year of the contract. Association and Board representatives may meet to discuss recommendations prior to each school year. Any changes in the program must be re-negotiated.

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

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

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

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

- A. All items of mutual interest have been discussed and agreed upon; and this Master Agreement shall become effective September 1, 2012 and remain in effect until 11:59 P.M., August 31, 2015, except for any the parties mutually agree to append or alter per Article 2 (NEGOTIATIONS PROCEDURE).
- B. Negotiations shall be initiated as per the NEGOTIATIONS PROCEDURE (Article 2) herein.
- C. If during the term of this Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education, which requires the Board to develop policies that change term(s) or condition(s) of employment, then the parties will meet to negotiate the affected term(s) or condition(s) within thirty (30) days.
- D. Both parties agree to comply with the provisions of the contract, and the Board shall give it the full force of Board policy. Further, the adoption and implementation of this Agreement shall not diminish any benefit currently granted, in writing, to any current employee. The previous sentence will not be used in any manner or form, such that any employee may attempt to regain a benefit not previously granted in this Agreement except through regular negotiations as provided herein.
- E. These Agreements shall be the base from which future negotiations shall proceed; if any item is not changed through future negotiations, it shall be carried forward in writing to each future Agreement.
- F. All employees included under this Contract shall be considered members of the classified services as defined in Ohio Revised Code Section 124.11.
- G. "Days" mean calendar days, exclusive of Saturdays, Sundays, holidays, calamity days, and other scheduled breaks in the program year.

**SIGNATURES**

**BOARD TEAM**

**Date**

**ASSOCIATION TEAM**

**Date**

*Ronald J. [Signature]*  
Board Chief Negotiator

6/20/12

*June Thomas*  
PCEAMR Chief Negotiator

6/20/12

*Patrick R. Macke*

6/20/12

*Diana Carmichael*

6/20/12

*Beep White*

6/20/12

*Margaret Bercher*

6/20/12

*Paul L. Malvest*

6/20/12

*Sonnie R. [Signature]*

6/20/12

*Lyn D. [Signature]*

6/20/12

*[Signature]*

6/20/12

*Shari R. [Signature]* 6/20/12

*B. K. [Signature]*  
Board President

6/20/12  
Date

*Justin [Signature]*  
PCEAMR President

6/20/12  
Date

**FOR COUNTY COMMISSIONERS**

**Date**

*Christopher [Signature]*

6/26/12

*Sonnie [Signature]*

6/26/12

*Maureen [Signature]*

6/26/12

Settlement Agreement  
between the  
Portage County Educators Association for the Mentally Retarded (PCEAMR) Unit A  
and the  
Portage County Board of Developmental Disabilities (DD)

Pursuant to a Tentative Agreement for contract settlement, the PCEAMR Unit A agrees to withdraw the current Unfair Labor Practice Charge, Case Number 2011-ULP-05-0136, against the DD in exchange for certain language and benefits in the Collective Bargaining Agreement effective upon ratification by the PCEAMR Unit A and DD Board.

This settlement is not precedent setting for any future disputes between the PCEAMR Unit A and DD. It further does not affect the PCEAMR Unit A's right to enforce the Master Agreement or to file grievances or ULPs in the future.

FOR THE BOARD:

Patrick R. Maack

Date 6/13/12

FOR THE ASSOCIATION:

Ashley Becker

Date 6/13/12

Portage County Board of Developmental Disabilities

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

Portage County Board of Developmental Disabilities

PERFORMANCE EVALUATION

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

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

Type of Rating

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

**1. Work Habits**

Rating

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

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

**2. Relationships**

Rating

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

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

**3. Professional Development**

Rating

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

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

**4. Recordkeeping requirements**

Rating

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

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

**5. Dependability**

Rating

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

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

Rater Summary Comments (optional)

Employee Comments (optional)

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

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

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

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

Portage County Board of Developmental Disabilities

**CLERICAL EVALUATION FORM**

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

Department \_\_\_\_\_

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

Type of Rating:             Probationary             Annual

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

Job Responsibilities:  
(Include brief description job responsibilities):

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

Relationships

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

Personal Qualities

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

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

Supervisor's Comments:

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

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

Employee's Goal for the Upcoming Year:

Employee's Comments:

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

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

Portage County Board of Developmental Disabilities

**HAPPY DAY EVALUATION  
TEACHER/SPECIALIST**

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

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

Legend:

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

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

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

Supervisor's Comments:

Employee's Comments:

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

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

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

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

Attendance:

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

Portage County Board of Developmental Disabilities

**HAPPY DAY EVALUATION  
ASSISTANTS**

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

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

Legend:

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

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

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

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

Supervisor's Comments:

Employee's Comments:

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

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

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

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

Attendance:

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

Portage County Board of Developmental Disabilities

VISITOR REQUEST FORM

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

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

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

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

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DISAPPROVED

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

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

\_\_\_\_\_  
Date

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

Portage County Board of Developmental Disabilities

**CONFERENCE ATTENDANCE REQUEST FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

Portage County Board of Developmental Disabilities

ALL-PURPOSE LEAVE FORM

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

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

NUMBER OF DAYS (HOURS) TO BE ABSENT \_\_\_\_\_

If Less Than Full Day: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(CHECK ONE ONLY)

\_\_\_ ASSAULT LEAVE

\_\_\_ COURT LEAVE

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

\_\_\_ PERSONAL LEAVE

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

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

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

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

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

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

\_\_\_ UNPAID LEAVE DESIRED

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

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

SECTION A. SICK LEAVE (CHECK ONE ONLY)

\_\_\_ PERSONAL ILLNESS OR INJURY

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

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

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

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

DATE \_\_\_\_\_

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

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

DATE \_\_\_\_\_

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

DATE \_\_\_\_\_

# Portage County Board of Developmental Disabilities

## TUITION PAY FORM

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

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

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

(Check ONE Only)

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

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

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

UNIVERSITY \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

# Portage County Board of Developmental Disabilities

## **SUPPLEMENTAL AGREEMENT**

This is an Agreement between the Portage County Board of Developmental Disabilities (BOARD) and \_\_\_\_\_ executed in accordance with the BOARD/PCEAMR Master Agreement, 2006-2009, Article 7. Section F.

Said employee of the BOARD is herein employed for the \_\_\_\_\_ program year(s) as \_\_\_\_\_, which is in addition to the employee's regular duties. The employee shall perform the duties of that position as prescribed in the Master Agreement, rules and regulations, and program description by the BOARD.

The BOARD agrees to pay the employee a salary of \_\_\_\_\_ to be paid as established in Article 7, Section F.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

Portage County Board of Developmental Disabilities

BY: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Employee

9/1/07

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

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

**All out of area claims and referrals are to be treated as in-network claims.**

**Unless otherwise stated, all benefits are subject to the following deductible, co-pay and maximum amounts:**

1. Lifetime Maximum Benefits for  
Eligible Expenses ..... \$2,000,000 per covered person
2. Deductible (calendar year):  
per covered person..... \$100  
to a family limit of..... \$200
3. Percentage for all Care and Treatment:  
In-Network ..... 90% of the first \$4,000  
Out-of-Network ..... 80% of the first \$4,000
4. Individual Out-of-Pocket Maximum per year including deductible:  
In-Network:  
per person ..... \$500  
per family ..... \$1,000  
Out-of-Network  
per person ..... \$900  
per family ..... \$1,800
5. Maximum Daily Service Charge .....Semi-Private Room Charge of confining hospital
6. Special Care Units (ICU & CCU).....Subject to deductible and coinsurance
7. Ancillary Services Maximum .....Subject to deductible and coinsurance
8. In-Hospital Physician Visits .....R&C, subject to deductible and coinsurance
9. Diagnostic, X-Ray & Lab - In & Out Patient.....R&C, subject to deductible and coinsurance
10. Routine Physical, Pap Smear or Prostate Test ..... 100% of R&C, limited to 1 per calendar year
11. Routine Mammogram..... 100% of R&C
12. Surgical Services .....R&C, subject to deductible and coinsurance
13. Anesthesia .....R&C, subject to deductible and coinsurance
14. Inpatient Therapy Services.....R&C, subject to deductible and coinsurance

**APPENDIX K 2 of 2**

- 15. Occupational Therapy .....R&C, subject to deductible and coinsurance
- 16. Home Health Care Services.....R&C, subject to deductible and coinsurance  
Calendar Year Maximum..... 100 visits
- 17. Hospice Care ..... 80% R&C  
..... limited to 6 months of coverage
- 18. Pregnancy Services ..... treated as any other illness
- 19. Routine Nursery Care.....R&C, subject to deductible and coinsurance
- 20. Newborn Exam - first inpatient visit only.....R&C, subject to deductible and coinsurance
- 21. Pre-Admission Testing ..... 100% R&C
- 22. Voluntary Second or Third Surgical Opinion ..... 100% R&C
- 23. Emergency Room Treatment  
Accident..... 100% R&C to a limit of \$300  
(care received within 90 days as long as initial treatment is received within 72 hours of accident)
- 24. Illness .....R&C, subject to deductible and coinsurance
- 25. Mental, Nervous Disorders .....R&C, subject to deductible and coinsurance  
Inpatient Calendar Year Maximum ..... 30 days  
Outpatient Calendar Year Maximum ..... 45 visits
- 26. Substance Abuse R&C, subject to deductible and coinsurance  
Inpatient Lifetime Maximum..... \$500 per admission deductible, \$20,000 maximum  
Outpatient Calendar Year Maximum .....\$100 deductible, 80% to \$2,500 per year  
.....(Must complete program for any part to be eligible)
- 27. Rehabilitation Facility Services..... 50% R&C up to 365 days of coverage
- 28. Multiple Surgical Procedures.....R&C, subject to deductible and coinsurance  
..... Most complex procedure allowed at 100% of R&C  
..... 2nd thru 4th procedure allowed at 50% of R&C
- 29. Organ Transplant .....R&C, subject to deductible and coinsurance

## PRESCRIPTION DRUG BENEFITS

The Prescription Drug coverage helps to meet the cost of legend drugs. A legend drug is a compound for substance that requires, under federal law, a written prescription by a licensed doctor of medicine or osteopath, dentist or podiatrist who is legally licensed to prescribe medications. It is a drug or medication that cannot be sold over the counter without a written prescription. Exclusions are as follows:

- Non-Legend drugs other than insulin.
- Charges for the administration or injection of any drug.
- Therapeutic devices or appliances, including support garments and other non-medicinal substances, regardless of intended use; insulin syringes/needles when prescribed alone, and syringes/needles for other than diabetic use.
- Prescriptions that an eligible person is entitled to receive without charge from any Worker's Compensation Laws, or any Municipal, State, or Federal Program.
- Drugs labeled "Caution - limited by Federal law to investigational use", or experimental drugs, even though a charge is made to the Individual.
- Immunization agents, biological sera, blood or blood plasma.  
Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
- Any prescription refilled in excess of the number specified by the physician, or any refill dispensed after one (1) year from the physician's original order.
- Infertility medications.
- Anabolic Steroids.
- A.D.D. Narcolepsy medications for individuals age 19 and over without prior approval.
- Anorectics (weight loss medications).
- Anti-wrinkle agents.
- Dermatologicals, hair growth stimulants.
- Pigmenting/Depigmenting Agents.
- Sildenafil Citrate (Viagra), if prior medical necessity approval no more than 8 pills per month will be covered.
- Smoking cessation medications, aids, or devices.
- Tretinoin topical (i.e.: Retin A) over the age of 26.
- Over the counter medication vitamins (other than pre-natal vitamins while pregnant) and other supplements.
- Any other prescription medication determined ineligible by the drug coverage plan.

**PRESCRIPTION DRUG BENEFITS**

**PRESCRIPTION DRUG CARD**

**Retail Program:**

Co-pay per prescription—34-Day Supply

|                                      |         |
|--------------------------------------|---------|
| Generic.....                         | \$3.00  |
| Brand name listed as preferred ..... | \$10.00 |
| Non-Preferred .....                  | \$20.00 |

**Mail-Order Program:**

Co-pay per prescription—90 Day Supply

|                                      |         |
|--------------------------------------|---------|
| Generic.....                         | \$6.00  |
| Brand name listed as preferred ..... | \$20.00 |
| Non-Preferred .....                  | \$40.00 |

## PRESCRIPTION DRUG BENEFITS ELIGIBILITY FOR COVERAGE

Effective 9/1/06:

### EMPLOYEE ELIGIBILITY

Eligible employee determination is based upon the agreement between the employee and the Portage County Board of DD.

### DEPENDENT ELIGIBILITY

You may enroll yourself alone or your dependents. A Dependent includes:

- \* Lawful spouse of an employee who is not legally separated from the employee.

**Note:** If a spouse of an employee is eligible for coverage under a non-contributory plan, that spouse must take at least single coverage. If he/she does not, this Plan will not pay any claims for that participant.

- \* Unmarried children from birth to age twenty-one (21) who are principally dependent upon the employee or the spouse of the employee for support, including, foster child, adopted child, stepchild, grandchild, niece or nephew.
- \* Unmarried children from age 21 to age 25 who are full-time students at an accredited school, college or university and who are dependent upon the employee or spouse of the employee for support.
- \* Your unmarried dependent children of any age who reside with you are eligible for coverage if they are incapable of self-support by reason of a mental or physical handicap which commenced prior to age 21. However, notification of the child's condition must be given within 31 days of the child's normal termination date.

**VISION BENEFITS**

Payment will be made for the charge for any service or supply listed below, rendered you or your dependents while insured, upon the recommendation and approval of a Physician or Optometrist, up to the amount shown for the service or supply.

Vision Examinations (limited to 1 exam every 12 months) - 100% up to \$40.00 per year

Lenses – limited to 1 pair every 12 months

Single Vision Lenses - 100% up to \$50.00

Bifocal Lenses - 100% up to \$70.00

Trifocal Lenses - 100% up to \$80.00

Lenticular Lenses - 100% up to \$100.00

Frames (limited to 1 set each 12 months) - 100% up to \$75.00

Contact Lenses (limited to 1 set each 12 months):

Elective - 100% up to \$125.00 in lieu of lenses & frames

Necessary - 100% up to \$175.00

NOTE: The maximum amount payable for a single lens is 50% of the maximum amount payable for a pair of lenses.

**NOT COVERED:**

Charges not covered are those:

- in connection with Orthoptics, Vision Training, or Subnormal Vision Aids;
- for lenses obtainable without a prescription; OR
- for any service or supply not listed above.

## Layoff Classifications

- A. A1 Account Clerk II  
A2 Account Clerk I  
A3 Secretary I
- B. B1 Head Cook  
B2 Assistant Cook
- C. C1 Instructor-School Age  
C1 Instructor-Preschool  
C1 Early Intervention Specialist  
C2 Instructor Assistant
- D. D1 Registered Nurse  
D2 Licensed Practical Nurse
- E. E1 Adult-Services Instructor Specialist  
E2 Registered Service Specialist  
E3 Registered Service Assistant  
E4 Personal Service Assistant
- F. F1 Physical Development Specialist
- G. G1 School Psychologist
- H. H1 Staff Psychologist
- I. I1 Language Development Specialist

1

184-DAY SALARY SCHEDULE EFFECTIVE 2012-13 PROGRAM YEAR FOR EMPLOYEES HIRED BEFORE 5/1/11 ..... 38

184-DAY SALARY SCHEDULE EFFECTIVE 2013-15 PROGRAM YEAR FOR EMPLOYEES HIRED BEFORE 5/1/11 ..... 39

184-DAY SALARY SCHEDULE EFFECTIVE 2012-13 PROGRAM YEAR FOR EMPLOYEES HIRED ON OR AFTER 5/1/11 ..... 46

184-DAY SALARY SCHEDULE EFFECTIVE 2013-15 PROGRAM YEARS FOR EMPLOYEES HIRED ON OR AFTER 5/1/11 ..... 46

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240-DAY DEGREED SALARY SCHEDULE EFFECTIVE 2013-15 PROGRAM YEARS FOR EMPLOYEES HIRED ON OR AFTER 5/1/11 ..... 48

240-DAY DEGREED SALARY SCHEDULE EFFECTIVE 2012-13 PROGRAM YEAR FOR EMPLOYEES HIRED BEFORE 5/1/11 ..... 45

240-DAY DEGREED SALARY SCHEDULE EFFECTIVE 2013-15 PROGRAM YEARS FOR EMPLOYEES HIRED BEFORE 5/1/11 ..... 45

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