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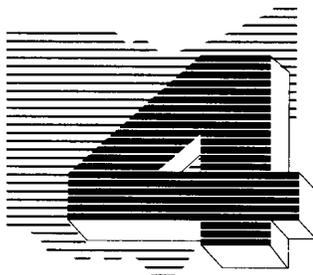
AGREEMENT

BETWEEN

THE LAWRENCE COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES, (OAPSE)/AFSCME, LOCAL 4  
AFL-CIO AND ITS LOCAL 798



*OAPSE/AFSCME Local 4/AFL-CIO*

**MAY 1, 2012 THRU APRIL 30, 2015**

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## ARTICLE 1: PURPOSE

- A. This agreement is between the Lawrence County Board of Developmental Disabilities (who for the purpose of this Agreement shall be referred to as “Board” or “Employer”) and the Ohio Association of Public School Employees, (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 798, (hereinafter referred to as the “Union”).
- B. The purpose of the Board and the Union in entering into this Agreement is to set forth their Agreement on wages, hours of work, and terms and conditions of employment and to comply with the requirement of 4117, so as to promote orderly and peaceful relations with employees. Achieving uninterrupted operations of the Lawrence County Board of Developmental Disabilities will serve the best interest of the citizens of Lawrence County.
- C. This Agreement will be the sole recourse available to bargaining unit members represented by the Union accordingly under Ohio Revised Code Section 4117.10(A). Members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.
- D. This Agreement supersedes all other agreements, clauses, practices and policy and procedures and memorandums between Management and the Union and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

## ARTICLE 2: UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed by the Employer in the unit as certified and on file by the Ohio State Employment Relations Board (hereinafter “SERB”) 7-REP-12-0345 and all amendments and clarifications agreed to in the future as certified by SERB. The bargaining unit as certified by SERB in Case No. 97-REP-12-0345 is as follows:

INCLUDED: All professional employees of the Employer in the following classifications: Early Intervention Specialist, Habilitation Manager, Instructor, Intermediate I Instructor, Intermediate II Instructor, Intermediate III Instructor, Physical Development Specialist, Pre-School Instructor, Pre-School Itinerant, Pre-School Psychologist, Pre-Vocational I Instructor, Pre-Vocational II Instructor, Primary I Instructor, Primary II Instructor, Speech Pathologist, Speech Therapist, Teacher, Vocational I Instructor, Vocational II Instructor, Vocational III Instructor, Job Placement Specialist, and Community Employment Specialist.

All non-professional employees of the Employer in the following classifications: Cook, Custodian, Habilitation Specialist I, Instructional Aide, Maintenance, Receptionist, Secretary, Workshop Production Manager, Workshop Secretary, Workshop Specialist and Workshop Specialist I.

EXCLUDED: All other employees of the Employer, including all confidential, management and supervisory employees as defined in R.C.4117.01, Secretary III to Adult Services Director, Secretary III to the Early Childhood Center Director, Clerk of the Board, Personnel Assistant, Business Assistant, Family Support Services Coordinator, Grants/Special Projects Coordinator, Nurse, Residential Coordinator, Principal, Workshop Director, Workshop Supervisor, Early Childhood Center Director, Superintendent, Early Childhood Program Manager, Personnel Manager, Business Manager, Service and Support Administrator, Investigative Agent, and Maintenance Supervisor.

### ARTICLE 3: MANAGEMENT RIGHTS

- A. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but without limiting to the following:
1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization or technology, and organizational structure, and to utilize personnel in a manner designed to effectively meet these purposes;
  2. To direct, supervise, evaluate or hire employees;
  3. To promulgate and enforce reasonable employment rules and regulations not in conflict with this Agreement and to otherwise exercise the prerogatives of management;
  4. To manage and determine the location, type and number of physical facilities equipment, programs, and the work to be performed;
  5. To determine the size, composition, and duties of the work force, and the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
  6. To maintain and improve the efficiency and effectiveness of governmental operations;

7. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  8. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  9. To determine the adequacy of the work force;
  10. To determine the overall mission of the employer as a unit of government;
  11. To effectively manage the work force;
  12. To take actions to carry out the mission of the public employer as a governmental unit;
  13. To determine and implement temporary actions necessary in emergency situations;
  14. To require involuntary reassignments within the same classification, as necessary, giving consideration to the employee's desires and seniority.
- B. Nothing in this Agreement can abridge the DD individual's Bill of Rights of those individuals served by the Board.
- C. Matters not governed by the specific terms of this Agreement shall be governed by Ohio Law.

#### ARTICLE 4: NON-DISCRIMINATION

- A. The Employer shall not discriminate against any employee on account of race, creed, color, sex, age, religion, political affiliation, veteran status, handicap, physical or mental disability, union membership or union activity.

#### ARTICLE 5: DUES DEDUCTIONS/FAIR SHARE FEE

- A. The Employer agrees to deduct membership dues from the wages of Union members upon presentation of a written authorization individually executed by any employee. This authorization shall be continuous unless revoked in writing served upon the Board Treasurer and both the Union's State Treasurer and Local Treasurer during a ten-day period, 100 to 90 days prior to the expiration of this Agreement.
- B. All dues deductions shall be made twice per month from the employee's wages. Deductions

shall commence with the first pay period in which dues are customarily deducted following receipt by the Employer of written authorization.

Within fifteen (15) days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with an alphabetical list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

- C. The Union shall notify the Employer in writing of the annual dues rate for the employees in the bargaining unit. The Union will also notify the Employer in writing of any change to that annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.
- D. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year and any deferred or tax-sheltered compensation.
- E. Immediately following successful completion of a probationary period, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.
- F. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligations regarding the deductions described in this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union. The Union agrees to indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. In the event of any legal action or administrative claim against the Employer as a result of the deduction or dues or fair share fees by the Employer, the Union shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Union. The Employer agrees to accept the attorneys selected by the Union for the defense of any action or claim. The Union's obligation to indemnify for legal fees shall be limited to fees incurred by attorneys selected by the Union. The Employer and administrators may select attorneys in addition to those provided by the Union at their own expense, however, the Union shall not be obligated to pay legal fees of any attorneys not selected or approved by the Union.

## ARTICLE 6: UNION REPRESENTATION

- A. The Employer agrees to permit up to three (3) Union staff representatives who are not employees of the Employer access to the Employer's premises during normal office business hours. Such staff representatives shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or after normal office business hours. The Union agrees that such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business.
1. The Union representatives will abide by all of the Employer's reasonable rules and policies while on the premises, including safety and health regulations.
  2. Upon arrival, the Union representative shall identify himself/herself to the Superintendent or the Superintendent's designated representative.
- B. The Employer shall recognize as Union representatives the President of the Local, or in his/her absence, the Vice President, a grievance committee chairperson, and stewards assigned as representatives for each building. A steward may be a representative for more than one building.
- C. The Union shall provide to the Employer an official roster of the name and union office held of its Union representatives which is to be kept current at all times. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.
- D. The parties agree that the Employer shall be responsible for scheduling labor/management meetings, grievance hearings and pre-disciplinary conferences. Therefore, any such meetings scheduled during the normal working hours of affected Union representatives shall not cause them to suffer any loss of pay nor to be charged with time off.
- E. Authorized delegates shall be permitted to attend the annual OAPSE Conference without pay. The total number of days allowed will be no more than six days total during any calendar year. Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent at least two (2) weeks prior to the meeting date.
- F. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes.
- G. The Union may use the Employer's facilities for Union meetings and other appropriate activities with prior approval from the Superintendent.
- H. Board meeting agendas shall be sent to the Union Local President at least one work day prior to any Board meeting. Any addendum to the Board meeting agenda will be available to the Union Local President one hour preceding the opening of the Board meeting. This Section H is not subject to the grievance procedure.

- I. The Employer shall provide bulletin boards in agreed upon areas of each facility/building for use by the Union.
- J. Employees shall not be prohibited from displaying the Union name or logo on clothing or accessories.

## ARTICLE 7: FAIR REPRESENTATION

- A. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Board and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from failure on part of the Local to fulfill its duty of fair representation.

## ARTICLE 8: WAIVER OF NEGOTIATIONS

The Board and the Union acknowledge that during Negotiations resulting in this Agreement, each Party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the Parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to Negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both Parties at the time Negotiations were being conducted or at the time the Parties signed this Agreement.

## ARTICLE 9: NEGOTIATION PROCEDURE

- A. A reasonable number of representatives or designees of the Employer, the Superintendent or his designated representative, and a reasonable number of representatives named by the Union shall comprise a Joint Committee for the purpose of negotiating a successor to this Agreement. In addition, each team of representatives or designees shall be authorized by prior mutual agreement to admit a reasonable number of observers to such meetings.
- B. At least sixty (60) and no more than ninety (90) days prior to the expiration date of the Agreement between the Employer and the Union, either party may notify the other of a

desire to commence bargaining. Within fifteen (15) days of such notice, the parties will meet for the purpose of establishing an agenda for bargaining and to discuss administrative details.

Subsequent meetings shall be held at times and places mutually agreed to by the Employer and the Union.

- C. In the event members of the joint negotiation committee are unable to reach agreement by forty-five (45) days prior to the expiration of the Agreement, either party may request the Federal Mediation and Conciliation Service to appoint a mediator to assist the parties in attempting to resolve all remaining issues. The parties intend this to be a mutually agreed upon alternate dispute resolution mechanism (MAD) consisting of mediation only and that this procedure shall supersede the statutory impasse procedure set forth in R.C.4117.14. Should a new contract not be agreed upon by the expiration date of the original contract, the terms of this MAD shall expire and the Union shall have the right to strike with proper notice under Chapter 4117.

## ARTICLE 10: IMPASSE PROCEDURE

The impasse procedure herein shall supersede and replace the impasse procedures set forth under ORC 4117.14.

- A. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

The Parties agree to negotiate in good faith, exchanging proposals and ideas in an effort to obtain a successor agreement. When either party declares impasse, the parties shall jointly contact FMCS for an assignment of a Mediator to attempt to mediate the issues at impasse.

- B. Except by mutual consent, the selection and mediation process shall not extend for more than forty-five (45) calendar days from the date of the declaration of impasse. All extensions shall be for a specified period of time.
- C. Impasse may be declared by either party. If after mediation the parties are still at impasse, the Union may exercise their right to strike under Chapter 4117.14(D) procedures, with proper notification to the Lawrence County Board of Developmental Disabilities.

## ARTICLE 11: NO STRIKE - NO LOCKOUT

- A. The Union agrees that during the term of this Agreement, it will not call or support or participate in any work stoppage or strike against the Employer.

- B. The Employer agrees that during the term of this Agreement it will not lockout employees.

## ARTICLE 12: SMOKING POLICY

Smoking will not be permitted on Board of DD/County property, except in a designated smoking area.

## ARTICLE 13: WORK RULES

- A. Except as modified by this Agreement, the Employer or its designee(s) in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures and directives, consistent with Chapter 4117. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules. Work rules which affect employees of this bargaining unit may only cover subjects not addressed in this Agreement. The Employer shall not promulgate and enforce work rules, which unilaterally change wages, hours or terms and other conditions of employment.
- B. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.
- C. Any additions or amendments to the work rules shall be reduced to writing and sent to all affected employees and presented to the Union's President.
- D. All working rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Administration's Designee.

## ARTICLE 14: EVALUATION/APPRAISAL

- A. Evaluation will be conducted by the bargaining Unit member's supervisor and a standard form selected by Management will be used. This evaluation will apply uniform standards for all employees within a given classification.
  - 1. The Bargaining Unit member's supervisor will hold a conference with the bargaining unit member to explain the rating and any comments on the form.
- B. The bargaining unit member is expected to sign the evaluation form. The signing of the form does not represent an agreement with the evaluation, but an acknowledgment of review

of the same. Should the bargaining unit member disagree with the evaluation, he has the right to submit a written statement of such disagreement and the statement will be attached to the back of the form.

- C. Grievances will not be entertained on the content of an evaluation but may be filed concerning the employer's adherence to the above procedure. Evaluations will not be used to discipline an employee, but to attempt to improve the employee's performance.

## ARTICLE 15: PERSONNEL FILES

- A. Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business office hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer, but not later than forty-eight (48) hours. (Excludes Saturdays, Sundays, and holidays). A Union representative, if desired by the employee, may accompany the employee to review the file. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of inspection. The employee shall have the right upon written request, to receive one (1) copy of any material placed in his/her personnel file at no cost for the initial copy.
- B. If an employee disputes the accuracy or completeness of any information maintained in the personnel file, he/she may submit a statement of rebuttal or explanation which will be attached to such document.
- C. An employee shall receive and initial a copy of a disciplinary or corrective action form before it is placed in his/her personnel file. If the employee refuses to initial it, a statement to that effect shall be noted on the document, and the refusal to initial the form shall not be used as a basis to challenge the validity of the action.
- D. Employees shall be notified of all public records requests to review the employee's personnel records within forty-eight (48) hours if possible. (Excludes Saturdays, Sundays, and holidays).
- E. Records of outside anonymous complaints shall not be placed in employee's personnel file.

## ARTICLE 16: PROBATIONARY PERIODS

- A. A probationary period for newly hired members of the bargaining unit shall be one hundred and eighty (180) calendar days for professional employees and one hundred and twenty

(120) calendar days for non-professional employees and ninety (90) calendar days for promoted employees. Probationary periods shall be required for newly hired and promoted employees. Probationary periods shall not be required for laterally moved or voluntarily or involuntarily demoted employees.

- B. Absences of five (5) consecutive work days or more, during a probationary period, shall cause the probationary period to be extended by the applicable number of consecutive days of absence.
- C. Employees serving an initial probationary period who are terminated from service with the Employer shall have no recourse to the grievance procedure provided for in this Agreement to appeal such action. Employees serving non-initial probationary periods who do not satisfactorily complete the non-initial probationary period shall be returned to their former position with all benefits as if they had never left that position.
- D. An employee serving a non-initial probationary period shall not lose any benefits while serving in the probationary period.
- E. The Employer will conduct a performance evaluation prior to the end of the first half of each bargaining unit member's new-hire probationary period, prior to the end of the bargaining unit member's new-hire probationary period, and at the end of a promoted bargaining unit member's promotional probationary period to measure the bargaining unit member's fitness to continue in the position.
- F. Probationary bargaining unit members shall not be eligible for promotion to any other position with the Board until they have completed their probationary period.

## ARTICLE 17: SENIORITY

- A. Program seniority shall be defined as the total length of continuous service in a position or succession of positions within the employ of the Lawrence County Board of DD dating back to the bargaining unit member's last date of hire.
- B. Classification seniority shall be determined from the Bargaining Unit members last date of entry into the classification.
- C. Break in seniority shall be when continuous service is broken or interrupted only by the following:
  - 1. Separation because of resignation (or voluntary quit);
  - 2. Separation because of discharge;

3. Failure to return from leave of absence;
  4. Failure to respond to recall from layoff within 14 days;
  5. Being laid off for twenty-four (24) months and not recalled within that time.
- D. Seniority List.

The Employer shall prepare and maintain a seniority list of all bargaining unit members and shall furnish said list semi-annually to the Union.

- E. Ties in Seniority.

Ties in seniority shall be broken by date of hire then based on the last four (4) digits of the employees' social security numbers, with the highest number considered the most senior. (*7789 is higher than 3254*).

## ARTICLE 18: HOURS OF WORK AND OVERTIME

- A. All bargaining unit employees shall be scheduled for not less than seven (7) hours per day, however, the Employer can have up to ten percent (10%) of the total bargaining unit scheduled and work less than seven (7) hours per day; no employee on the payroll as of October 23, 2001, shall involuntarily have his/her hours reduced. Employees shall not be required to work a split shift without consent of the employee. Hours will not be added to the employee's scheduled work day without the employee being compensated for those hours at the employee's equivalent hourly rate or overtime rate, if applicable.
- B. The Employer shall schedule starting and ending times for all employees which starting and ending times shall be within the time period 7:00 a.m. to 5:00 p.m. for all employees except custodians. Custodians starting and ending time may be outside of the 7:00 a.m. to 5:00 p.m. window. Employees shall not be required to work a split shift.
- C. All employees shall receive a thirty (30) minute duty free paid lunch between the hours of 11:00am and 1:00pm each work day.
- D. The length of the school year shall be a total of one hundred eighty-two (182) days. Included in those one hundred eighty-two (182) days shall be two (2) days for parent-teacher conferences and two (2) days for in-service.
- E. The work year for Tri-State Industries shall have two hundred thirty-two (232) individual receiving services contact days.
- F. Eligibility for overtime shall be determined in accordance with the Fair Labor Standards Act.

An overtime eligible employee who works more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all time worked over forty (40) hours.

- G. An employee required to work overtime may, at the employee's option elect to receive compensatory time in lieu of paid overtime. Compensatory time shall be credited at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Whenever the employee desires to use compensatory time that has been earned, the employee shall submit a request to the employee's supervisor twenty-four (24) hours in advance of the requested time off (unless an emergency prevents the twenty-four (24) hour notice). The supervisor may not unreasonably deny the employee's request to use accrued compensatory time unless staffing requirements dictate such denial.
- H. Employees called out to work outside their scheduled hours shall be paid a minimum of two (2) hours call-out pay in addition to the compensation earned by the employee for any hours worked.
- I. Whenever a bargaining unit member has just cause for reporting late or absenting him/herself from work for other than sick leave, he/she shall, whenever practical, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice, but as least two (2) hours in advance unless an emergency prevents otherwise.

Any bargaining unit member who is absent from work shall give notice to his/her supervisor or the Superintendent as far in advance as possible of the date of his/her return to work so Management can rearrange the schedules and assignments for any bargaining unit member who has been temporarily filling the job.

Should a bargaining unit member not have just cause for his/her absence or for his/her failure to give notice, he/she may be subject to discipline.

## ARTICLE 19: VACANCIES/PROMOTIONS

- A. Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such a vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice on the bulletin boards where employee notices are usually posted for ten (10) working days . All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor, location of reporting and working, and the deadline and place of application. Any qualified employee who wishes to apply for the vacant position(s) shall do so by submitting a written application to the Employer.
- B. The Employer will consider the following criteria in selecting the successful applicant:

experience; ability to perform the work; education; records of attendance and discipline; other qualifications including testing results; and seniority. The Employer will select the best qualified applicant based on the criteria. If the qualifications of two (2) or more applicants are equal, then the most senior qualified applicant shall be selected. In any case where the Union appeals the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the best qualified.

- C. Before the end of May each year, the director of each nine month program will meet with the employees assigned to his/her building to assign positions for the following school year.

## ARTICLE 20: LAY-OFF AND RECALL

### A. Layoff.

Layoffs shall be conducted in accordance with this contractual procedure only. Whenever it becomes necessary for the Board to reduce its work force, it shall lay-off employees or abolish their positions as provided in this Article. The Board will lay-off for lack of funds, lack of work or abolishment of positions.

Whenever the Employer determines that a layoff or job abolishment is necessary, the following shall apply:

1. The Employer shall determine the number of employees, the classifications and positions to be affected by the layoff. The Employer agrees to notify the Union and allow the Union to propose possible alternatives and discuss the impact of the layoff prior to initially notifying the affected employees.
2. Employees serving a probationary period after initial appointment shall be laid off before employees who have completed a probationary period. Bargaining unit members shall be laid off by seniority in the classification in which they are working. Seniority will be determined in accordance with Article 17: Seniority. All substitutes will be laid off prior to regular bargaining unit members, and the regular bargaining unit members will be offered substitute work when available. In the event two (2) or more employees have the same seniority date, the tie will be broken by the last digit in the social security number with 9 being high and zero (0) being low. If the last number is the same, then you will proceed to the next number and so on until the tie is broken.
3. The Employer shall notify the affected employees and the Union, in writing, at least fourteen (14) calendar days in advance of any layoff. Each notice of layoff shall state the following:
  - a. The effective date of layoff; and

- b. A statement advising the employee of his/her rights of reinstatement from the layoff and bumping rights in B below.
- c. Employees notified of a lay-off have five (5) calendar days to bump into a lower classification provided they are qualified to perform the work and hold or can obtain the necessary certificate or license for that position, and have more program seniority than the present incumbent they are bumping.
- d. Any employee displaced by (A) (3) (c) above will also have up to five (5) days to bump into a lower classification under the terms of (A) (3) (c).
- e. Bargaining Unit members will be placed at the appropriate Step on the salary schedule for the position they have bumped taking into consideration their service to the program.

#### B. Recall.

Recall notices shall be sent by certified mail, to the last address reported by the employee, return receipt requested, with a copy made available to the Union on request. The employee shall have fourteen (14) calendar days from the date of receipt of the recall notice to return to work, unless a later date is otherwise specified in the notice. A recalled employee will be placed at a rate which most nearly corresponds to the employee's salary at the time of recall taking into consideration their service and job performed, with the employee receiving credit for time off on layoff. If more than one (1) job is to be filled by the recall procedure, the Employer shall make every effort to return the employee to the job the employee held prior to layoff or the most similar job available. If the recalled employee fails to return to work by the fourteenth (14<sup>th</sup>) day, or by such extended date as mutually agreed, the employee forfeits the right of recall.

- 1. Bargaining unit members will be recalled in order of seniority as long as they continue to possess the appropriate licenses and can perform the essential functions of the positions for which they are recalled.
- 2. Bargaining unit members are responsible for maintaining a correct address and telephone number at the Board's Business Office.
- 3. Any bargaining unit member who is recalled from a layoff who was serving a probationary period will complete the probationary period upon recall.
- 4. Recall rights are available for twenty-four (24) months as listed in Article: Seniority.

## ARTICLE 21: CORRECTIVE ACTION

- A. No employee shall be disciplined except for just cause.
- B. The Employer will not impose discipline in the presence of other employees (except union representatives), individuals receiving services, or the public except in extraordinary situations which pose a serious immediate threat to health, safety or well-being of others. The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.
- C. Whenever the Employer or Superintendent determines that there may be cause for an employee to be suspended or discharged, a pre-disciplinary conference will be scheduled for the purpose of advising the employee of the potential charges against the employee. The employee may waive this conference, which shall be held no earlier than seventy-two (72) hours following notification to the employee, unless the employee and his/her Union representative consent to less time. Prior to the conference, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute, or rebut.
- D. Any employee questioned by the Employer is entitled to have a Union representative(s) present should such questioning move from investigatory to accusatory, or should the employee reasonably believe that disciplinary action may result. An employee is entitled to have a union representative(s) present during any disciplinary conference including verbal or written reprimands; the request for a union representative shall not unduly delay the conference.
- E. Whenever the Employer is going to impose discipline upon an employee, the Employer shall normally follow the principles of progressive discipline in all cases; however, the discipline may be administered out of progression so that the penalty fits the infraction or act. The principles of progressive discipline are as follows:
  - 1. Counseling and placement of written documentation of the counseling in the personnel file. The written documentation shall be placed into the personnel file within ten (10) work days of counseling.
  - 2. Written warning letter/reprimand.
  - 3. Suspension without pay for up to three (3) work days.
  - 4. Suspension without pay of up to ten (10) work days.

NOTE: Working suspensions may be administered in which the employee shall work and receive pay; however the suspension shall have the same disciplinary force and effect as a

suspension without pay.

5. Discharge.

F. No disciplinary action will be imposed on an employee based upon an anonymous complaint of any kind unless there is corroborating evidence to establish the basis for the discipline.

G. At the employee's request, all records of disciplinary actions shall cease to have force and effect for purposes of progressive corrective action twelve (12) working months for oral, and twenty-four (24) working months for written reprimands and forty-eight (48) working months for suspensions after their effective date, provided there has been no intervening related disciplinary action within the established time frame.

H. The employee may put a written response to verbal and/or written warnings/reprimands into the employee's personnel file.

## ARTICLE 22: GRIEVANCE PROCEDURE

A. Grievance defined: A grievance is defined as a difference between the Board and the Union or Bargaining Unit Member as to the interpretation, application or violation of any specific term or provision of this Agreement, and all such differences shall be settled promptly, in accordance with the procedure set forth herein. It is specifically agreed by the parties that the grievance procedure is not to be abused so as to effect changes in this Agreement.

B. The parties specifically agree that the grievance procedure is the exclusive and sole remedy of the parties to enforce this Agreement. A class action grievance is a grievance that affects all or several, individuals in the bargaining unit and may be filed by the Union.

C. All grievances must be filed using the grievance form as provided by the Union and, should contain the following information:

1. The aggrieved employee's name and address;
2. The aggrieved employee's classification;
3. The date the grievance was first discussed and name of the supervisor with whom the grievance was discussed;
4. The date the grievance was filed in writing;
5. The date and time the grievance occurred;

6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. The specific Article(s) and Section(s) of this Agreement that are allegedly violated; and
9. The desired remedy to resolve the grievance.

An incomplete grievance form will not void the grievance.

D. Representatives.

1. Each employee shall be afforded the right to representation of his choice at any time during the grievance procedure. The schedule of the representative shall be adjusted by the Employer to allow for time off during regular work shifts during the steps of the grievance procedure. Employees are responsible for signing in and out for Union business.
2. The Union shall furnish the names of the Union Representatives who shall be responsible for the investigation of grievances. Said persons shall be allowed to investigate and confer with employees regarding a grievance during breaks upon approval of his immediate supervisor, and said approval shall not be unreasonably withheld.

E. The procedure shall consist of three (3) steps. An employee filing a grievance of a non-disciplinary nature must utilize each step before action within the following step may be undertaken. Grievances dealing with disciplinary action involving suspension or termination will be filed directly into the second step. Employees and supervisors are urged to attempt to resolve differences informally prior to the implementation of the grievance procedure. No grievance shall be considered or adjusted unless the same has been commenced within fifteen (15) calendar days after the occurrence of the act or acts or reasonable knowledge of the act or act(s). Grievances not appealed to the next step of the procedure will be settled on the basis of the Management decision in the prior step. Grievances not answered in a timely manner automatically go to the next step of the procedure except to Arbitration. Time limits of any grievance step may be extended by mutual agreement of the participants. Grievance forms will be provided by the Union. At any time, the Union member may withdraw his/her grievance, and this shall be a bar to the Union from proceeding therewith on its own behalf; however, the Union may re-file the grievance, within fifteen (15) calendar days after notice of withdrawal is given to the Union by the Employer if it determines there are Union issues they wish to proceed.

F. Grievance Procedure.

1. Step One.

- a. The affected employee will verbally discuss the problem and the circumstances surrounding it with their immediate supervisor. Failing to resolve the grievance verbally, the employee shall reduce the grievance to writing.
  - b. Once the complaint is reduced to writing, which must be done within ten (10) calendar days from the unsuccessful conclusion of the verbal discussion in F-1-a above. The supervisor must then give the employee a written response within ten (10) calendar days. The employee will date and sign the response.
  - c. All Step One settlements are non-precedent setting.
2. Step Two.
- a. The second step of the grievance procedure starts with a written appeal of the supervisor's response given in Step One (F-1-b). This appeal must be made within ten (10) calendar days to the Superintendent.
  - b. Within ten (10) calendar days of the appeal, the Superintendent will hold a meeting with the grievant and, within ten (10) calendar days from the close of said meeting, will render a decision to the employee in writing.
3. Step Three.
- a. If the grievance is not satisfactorily resolved in Step Two (F-2-b), it may be submitted to arbitration upon the request of the Union in accordance with this Section of this Article.
  - b. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) working days from the date of the final answer on such grievance under Step Two (F-2-b) in the Grievance Procedure, the Union shall notify the Board of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Board) shall meet within fifteen (15) calendar days after the notification of a request to arbitrate to begin the selection procedures outlined below. This meeting shall be at a mutually agreeable location and time.  
  
The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.
  - c. After receipt of request to arbitrate, the parties shall jointly submit a request within thirty (30) calendar days of the date of the appeal to either Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) for a list

of arbitrators. The arbitrator shall be selected by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator for the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names from the list and selecting the final name. The first to strike shall be decided by a flip of the coin. The name of the arbitrator selected shall be forwarded within (10) calendar days.

- d. The arbitrator shall have jurisdiction only over disputes arising out of grievances as described above and in reaching his decision, the arbitrator shall have no authority to add or subtract from or modify in any way any provisions of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.
- e. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
- f. Any matter not presented in the prior steps of the Grievance Procedure will not be presented in arbitration, unless the new evidence is presented to the other party at least seven (7) calendar days prior to the arbitration hearing.
- g. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Board, Union and employees.
- h. The costs and fees of the arbitrator shall be borne by the losing party.

G. Failure of probation is not subject to the Grievance Procedure.

H. Any aggrieving employee is entitled to representation by a member of the Union, or the Union's designated representative.

I. For the purpose of this Article, calendar or work days shall not include weekends or holidays.

## ARTICLE 23: HOLIDAYS

A. The Board will provide paid holidays for bargaining unit members, provided each such member shall work on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days. The holidays provided are:

- |                           |                         |
|---------------------------|-------------------------|
| 1. New Year's Day         | January 1               |
| 2. Martin Luther King Day | Third Monday in January |

3. President's Day	Third Monday in February
4. Memorial Day	Fourth Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Columbus Day	Observed
8. Veterans Day	November 11
9. Thanksgiving Day	Fourth Thursday in November
10. Christmas Day	December 25

- B. Only Bargaining Unit members whose regularly scheduled work days actually fall on such holidays shall receive pay for these holidays.
- C. If any of the holidays specified in paragraph A fall on a Saturday, the Friday immediately preceding shall be observed as the day off. If any of the holidays specified in paragraph A fall on a Sunday, the Monday immediately following shall be observed as the day off.
- D. Bargaining unit members shall receive pay for that part of the holiday they would normally be scheduled to work.
  - 1. Bargaining unit members who work on a holiday will receive their regular holiday pay plus time and one-half for all hours they actually work.
  - 2. To be eligible for the holiday premium listed on D-1 above, the bargaining unit member must have worked all their scheduled hours the day before and the day after the holiday or be in approved pay status.
- E. An employee on paid leave during a holiday will not be charged paid leave for the holiday.

## ARTICLE 24: EARNED VACATION LEAVE

- A. Vacation time is applicable only to eleven (11) or twelve (12) month Bargaining Unit members and is earned in accordance with paragraph B below.
- B. All eleven (11) and twelve (12) month Bargaining Unit members will receive the following amounts of paid leave based on the completed years of service with the Board, or any political subdivision of the State in accordance with ORC 9.44. A Bargaining Unit member's anniversary date will determine when his vacation calculation rate changes.
  - 1. LESS THAN ONE (1) FULL YEAR OF SERVICE WITH THE LAWRENCE COUNTY BOARD OF DD - No vacation.
  - 2. ONE (1) FULL YEAR OF SERVICE - (26 bi-weekly pay periods) - two (2) weeks (ten

(10) working days or eighty (80) hours). Accumulated at the rate of 3.520 hours per eighty (80) hours worked or .0440 hours of earned vacation leave for each one (1) hour worked.

3. EIGHT (8) FULL YEARS OF SERVICE - Three (3) weeks (fifteen (15) working days or one hundred and twenty (120) hours). Accumulated at the rate of 5.4 hours per eighty (80) hours worked or .0675 hours of earned vacation leave for each one (1) hour worked.
4. FIFTEEN (15) FULL YEARS OF SERVICE - four (4) weeks (twenty (20) working days or one hundred sixty (160) hours). Accumulated at the rate of 7.376 hours per eighty (80) hours worked or .0922 hours of earned vacation leave for each one (1) hour worked.
5. TWENTY-FIVE (25) FULL YEARS OF SERVICE - five (5) weeks (twenty-five (25) working days or two hundred (200) hours). Accumulated at the rate of 9.433 hours per eighty (80) hours worked or .1179 hours of earned vacation leave for each one (1) hour worked.

C. Any time a bargaining Unit member does not receive a full paycheck (eighty 80 hours) his vacation earned for that period will be adjusted based upon the number of hours worked in that pay period. Vacation may be used as it is earned after the first year of service if the Bargaining Unit member obtains the appropriate permission of his supervisor or the Superintendent.

D. Vacation may be accrued for a period not longer than two (2) years. When terminating employment, any accrued vacation will be paid in a separate check at the employee's rate of pay then in effect.

E. A Bargaining Unit member whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. A Bargaining Unit member so affected shall be granted an additional vacation day to be scheduled with the approval of the Superintendent or his designee.

F. Scheduling of Vacations.

1. Promptly after December 1 of each calendar year starting with December 1, 1999, each eligible Bargaining Unit member shall be requested to specify the vacation period he/she desires for the next calendar year. Vacations, so far as practical, will be granted at times most desired by Bargaining Unit members (the longer program Seniority of Bargaining Unit members being given preference); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Superintendent in order to ensure the orderly operation of the program, provided that vacations shall be scheduled between January 1 and December 31 of each calendar year. Vacation

requests may only be denied for program operational needs. It is understood that the week containing January 1 shall be considered the first week of the new calendar year.

2. All vacation time must be approved by the Bargaining Unit member's supervisor and reported to the Superintendent or his designee in advance of a Bargaining Unit member taking paid vacation leave which approval may not be unreasonably withheld.

A Bargaining Unit member with two (2) or more weeks vacation may schedule one (1) week of vacation one (1) day at a time, provided the permission of the Superintendent or his designee is given and the request is made at least forty-eight (48) hours in advance of the day requested unless an emergency prevents such 48 hours advance notice.

3. Bargaining Unit members cannot take vacation in less than ~~one (1) hour~~ **thirty (30) minute** increments.
4. A Bargaining Unit member absent from work during the scheduling period because of layoff, disability leave or leave of absence, will be requested to specify the period he desires.

G. Accrued vacation leave will be tracked/recorded. The Employer will provide the information to each employee no less than quarterly.

## ARTICLE 25: PERSONAL LEAVE DAYS

A. July 1 of each year every bargaining unit member who has completed their probationary period will be granted three (3) days with pay for personal leave per program year.

B. To use personal leave:

- a. Bargaining unit members must report off to the Superintendent or his designee forty-eight (48) hours in advance of their proposed use of personal leave except in the case of an emergency.
- b. One (1) personal leave day may be taken in 1/2 day increments; the other personal leave day shall be taken in a full day increment.

C. Personal leave is non-accumulative from year to year. Any full day balance remaining on June 30 of each year will be paid to the employee at the rate of ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)** per day.

## ARTICLE 26: SICK LEAVE

- A. Each employee shall be granted sick leave of .0575 hours for each hour in active pay status which will be credited at the rate of 4.6 hours per (80) hours of work. Up to five (5) days of sick leave may be advanced to an employee who has either exhausted his accumulation or is newly hired and has no accumulation to his/her credit. Such advancement shall be charged against the employee's subsequent accumulation and be limited to the number of days that can be earned during the balance of the year. Sick leave may be used in one-quarter (1/4) hour increments. The number of sick leave days employees may accumulate shall be unlimited.
- B. Credit for sick leave is given for all time the employee is in active service and pay status, including vacations and sick leave.
- C. An employee is to be charged for sick leave only for days upon which he would otherwise have been scheduled to work.
- D. Upon approval of the Superintendent (which approval may not be unreasonably denied), sick leave may be used for absences due to personal illness, pregnancy, medical or dental treatment/injury, exposure to contagious disease which could be communicated to other employees or participants, and for illness, injury or death in the employee's immediate family. Travel time to a doctor's appointment shall be permitted.

The "Immediate Family" is defined as mother, father, brother, sister, child (including step or foster child), spouse, step brother, step sister, step mother, step father, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.

In the case of death in the employee's immediate family, sick leave may be used for a maximum of three (3) work days in addition to the funeral leave provided elsewhere in this Agreement unless the Superintendent or his designee allows usage of additional sick leave days.

- E. Each employee shall submit a signed request for leave form for each request for sick leave upon return to work. In addition, if the employee is absent more than five (5) work days, the employee must submit a statement to the Employer which contains a projected date of return.
- F. After an employee has used three consecutive days of sick leave, the Employer may require the employee to submit a doctor's statement verifying the sick leave usage. . Such statement shall contain only the name, address and telephone number of the doctor, the name of the employee or member of the employee's immediate family treated, and date(s) of treatment, and shall identify any contagious disease for which treatment was rendered.
- G. Accrued sick leave will be verified/recorded. The Employer shall quarterly provide each employee with a written statement showing the sick leave balance.

- H. In cases other than an emergency, an employee using sick leave shall notify the Superintendent or his designee or the employee's immediate supervisor:
1. Twenty-four (24) hours in advance of a scheduled medical, dental or vision appointment.
  2. Thirty (30) minutes prior to the start of the employee's scheduled workday for all other sick leave usages.
- I. Absences for injuries occurring on the job shall not be deducted from the employee's sick leave, vacation leave, or personal leave days.
- J. Employees who do not use sick leave during any of the following quarters shall receive a ~~\$125~~ **\$150** attendance incentive payment for each quarter in which sick leave is not used:

January 1 through March 31	<del>\$125</del> <b>\$150</b>
April 1 through June 30	<del>\$125</del> <b>\$150</b>
July 1 through September 30	<del>\$125</del> <b>\$150</b>
October 1 through December 31	<del>\$125</del> <b>\$150</b>

An employee who has used no sick leave in the entire calendar year January 1 through December 31 would receive a total of \$500 in attendance incentive payments. Use of sick leave in one quarter will not render an employee ineligible for receiving the attendance incentive payment for any other quarter. Nine-month employees shall be eligible to receive the attendance incentive payment for all four quarters; however, the incentive for the April 1 - June 30 and July 1 - September 30 quarters shall be \$62.50 each. The attendance incentive payment shall be made within three (3) weeks of the end of the applicable quarter. Absence due to authorized release time to attend Union conferences shall not disqualify an employee from receiving the attendance incentive payments provided in this Section.

- K. The board will maintain a sick leave donation program. The sick leave donation program policy and procedures will be attached as Appendix E.

## ARTICLE 27: REPORTING PAY/CALAMITY DAY PAY

- A. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed one (1) hour of pay at the straight time or overtime rate, whichever is appropriate, in accordance with the other articles of the Agreement, in addition to pay received for hours worked on day of call in.

- B. Employees shall receive their regular daily pay for any day that the facilities are closed due to calamity (weather, health or other emergency) that they would have normally worked. This provision shall be limited to five (5) calamity days per year and any additional calamity days approved by the State of Ohio for the school and workshop.
- C. Employees required to work on a calamity day shall be compensated at time and one-half (1 1/2) their regular hourly rate. This provision shall be limited to five (5) calamity days per year and any additional calamity days approved by the State of Ohio for the school and workshop.
- D. If an employee reports to work in good faith, and a calamity day was called after that person reports to work, the employee would be compensated at time and one-half for the time worked and credited the remainder of the day under Calamity hours.
- E. Schedule A Day Definition

A Schedule A day occurs when the Superintendent or his/her designee suspends transportation service on a scheduled day of operation because of weather or other emergency, while keeping open the board offices, adult services, and other 12-month operations.

- 1. Schedule A days would not be considered Calamity days for twelve (12) month employees who are able to report to work. Those employees would be required to report to work in accordance with Schedule A work schedules and would be compensated at time and one half who are overtime eligible; others shall receive compensatory time at the rate of one half hour for each hour worked. Persons unable to report on a Schedule A day would be charged with a full day of paid leave or unpaid leave at the employee's option.
  - 2. Nine (9) month employees would be charged with a Calamity day when a Schedule A day is called.
  - 3. Nine (9) month employees will be allowed five (5) Calamity days with the opportunity to make up Calamity days beyond that at the end of the year.
- F. The following is presented to help clarify reporting requirements, by position, for Calamity days and Schedule A days.

Aides and Cooks - 9 month

First five (5) days or Schedule A's = stay home, get Calamity day pay

Day 6 or more calamity days = make up end of year (Personal Leave may be used for any day beyond the first 5.)

Maintenance, Secretarial, Workshop, Aides - 12 month

Snow Day = stay home, get Calamity day pay  
Schedule A = Paid in accordance with E.

- G. Employees shall be paid for any calamity beyond five at the time of calamity day, but shall not receive pay when the calamity day is made up since payment for that day will already have been made.
- H. Employees on approved leave at the time a calamity day is called shall receive the calamity day and shall be recredited for the leave.

## ARTICLE 28: TRAVEL EXPENSE

- A. Bargaining unit employees shall be reimbursed for authorized travel expenses (including meals and mileage) according to the policy on reimbursement of such expenses. Attached as Appendix B.
- B. Bargaining Unit members shall be reimbursed forty-five cents (.45) per mile for mileage when required to drive, and up to twenty-five dollars (\$25.00) for meals when receipts are furnished. Meals are reimbursed at up to six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, and eleven dollars (\$11.00) for dinner.

Receipts for lodging must be submitted by the employee, unless directly billed to the employer.

- C. Expense reimbursements shall be within thirty (30) days of submission of receipt.

## ARTICLE 29: PROFESSIONAL LEAVE

- A. Employees of the Board may be granted professional leave to attend meetings, conferences, workshops, courses, etc. Professional leave is intended to allow employees to receive specialized training and information without loss of pay and to stimulate and support their professional growth.
- B. Prior approval of the Superintendent or his/her designee must be obtained before attending the meetings, etc. If requested, the Superintendent will give the employee written reasons for the denial.
- C. Employees requesting leave to travel outside the State of Ohio must have Board approval prior to the date(s) of the meeting, etc. Leave requests must be approved by the

Superintendent through regular channels at least five (5) days in advance of the Board meeting which the out-of-state travel request is to be considered.

- D. Scheduled staff development days in the Board approved calendar will not count as professional leave days for the purpose of this Article. If employees are required by the Superintendent to attend a professional development experience, the employee will be paid his regular rate of pay (or overtime rate, if applicable) for attending.
- E. Expenses incurred by the employee, including mileage, will be reimbursed by the Board in accordance with the Travel Expense Article of this Agreement.

### ARTICLE 30: ASSAULT LEAVE AND DISABILITY LEAVE

- A. The parties agree that assault leave shall be as listed in Appendix D.
- B. The parties further agree disability leave shall be as listed in OAC 123:1-33-03.

### ARTICLE 31: FAMILY AND MEDICAL LEAVE

#### A. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, bargaining unit Members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave between January 1 and December 31 for the following reasons:

1. Because of the birth and/or to care for a newborn or recently adopted son or daughter;
  2. For the placement of a son or daughter with the bargaining unit member for adoption or foster care;
  3. To care for a seriously ill spouse, child or parent; or
  4. Because of their own serious health condition.
- B. Bargaining unit members must give the Superintendent or his designee at least a thirty (30) day notice when the need for leave is foreseeable, or as much notice as is practicable if the need for leave is not foreseeable thirty (30) days in advance.
  - C. Bargaining unit members may be required to use their accumulated paid sick leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.) The

employee shall not be required to use vacation leave or personal days prior to unpaid leave.

D. Medical certification may be required to substantiate leave for the reasons stated in A1-4 above with the Board having the option of requiring a second opinion at Board expense. Medical Certification shall be:

1. A statement from a doctor on Department of Labor approved form; or
2. A statement from a health care provider, who furnished or is furnishing treatment on the Department of Labor approved form.

## ARTICLE 32: FUNERAL LEAVE

A. Whenever there is a death in a Bargaining Unit member's immediate family as defined in Section 2 below, the Bargaining Unit member shall receive three (3) days with pay, one (1) day of which must be the day of the funeral. This bereavement leave shall be in addition to all other leaves as provided herein and shall not be charged against the employee's sick leave or personal leave days.

B. The "Immediate Family" is defined as:

- |  |  |
|--|--|
| 1. Mother                                    | 9. Mother-in-law   |
| 2. Father                                    | 10. Father-in-law  |
| 3. Brother                                   | 11. Sister-in-law  |
| 4. Sister                                    | 12. Brother-in-law   |
| 5. Child (including Step<br>or foster child) | 13. Daughter-in-law  |
| 6. Spouse                                    | 14. Son-in-law   |
| 7. Grandparent                               | 15. Legal guardian or other<br>person who stands in the<br>place of a parent |
| 8. Grandchild                                |  |

C. If an employee needs more bereavement leave than three (3) days as set forth herein because of extenuating circumstances such as distance or unusual family or personal responsibilities, the employee shall take up to two (2) additional days of funeral leave, or at the employee's option, if more time is needed, use sick leave, vacation leave, or personal leave for the additional days needed with approval of the Superintendent or his designee.

D. For deaths outside of the immediate family, the employee may use comp time, vacation leave, sick leave only for relations not defined as above, or personal leave to attend the funeral when approved by the Superintendent.

## ARTICLE 33: JURY DUTY/COURT LEAVE

- A. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by a federal, state, or any other court of competent jurisdiction.
- B. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not party to the action.
- C. An employee who is an appellant or claimant in an action before the State Personnel Board of Review, State Employment Relations Board, or the Bureau of Workers' Compensation, and who is in active pay status at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during a normally scheduled work day.
- D. In order for an employee to receive his/her regular pay, any compensation or reimbursement received related to jury duty or for court/administrative agency attendance compelled by subpoena must be submitted to the Personnel Department when such duty was performed during normal working hours.
- E. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as noted, may use vacation time or leave with pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as a parent or guardian of juveniles.
- F. An employee released from jury duty before the end of the work day must report to work for the remaining hours if the employee has enough time to return.

## ARTICLE 34: MILITARY LEAVE

### A. Military Leave

Any board employee who enlists in the United States Armed Forces shall be granted leave of absence in accordance with Section 5923.05 of the Ohio Revised Code and the Uniformed Services Employment and Reemployment Rights Act (P.L. 103-3530). The following provisions shall be applicable to each Board employee who is granted a military leave of absence.

1. The military leave shall not exceed five (5) years.
2. An employee called up for military service may use any leave with pay available to them.

3. An employee must give the Superintendent an advance notice of service, where possible.
4. Unless injured or disabled during military service, employees are eligible for the following reemployment rights:
  - a. Up to 30 days service - an employee must report to work for the next regularly scheduled work shift. Reemployment employees may not be discharged for up to six (6) months, except for just cause. Returning employees are to be placed in the position they would have attained had they remained continuously employed or their preservice position if the employee doesn't qualify to perform in a higher position.
  - b. 31-180 days of service - an employee must report to work no later than 30 days after completion of service. Reemployed employees may not be discharged for up to six (6) months, except for just cause. Returning employees with service of 91 or more days may be given a higher position or a position of like seniority, status and pay, if qualified, or returned to a lesser position for which they are qualified.
  - c. 180 days or more service - an employee must report to work no later than 90 days after completion of service. Reemployed employees may not be discharged for up to one (1) year, except for just cause.
5. The Board shall pay one hundred percent (100%) of the employee's health care premium for up to 18 months when an employee has been called up to military service and will serve more than 31 days.
6. Employees must have been honorably discharged from military service in order to be entitled to the above benefits.
7. Upon returning to work for the Board, the employee will be granted full seniority for his entire enlistment time the same as if such employee had worked continuously for the Board during enlistment. Any employee who enters the military prior to completing the required probationary period shall be required to complete the remaining time under his former probationary status.
8. An employee returning from a military leave of absence shall be required to place, in writing, his request to be reinstated to his former position and the date he will be available for work within ninety (90) days of returning from military service or upon being honorably discharged from military service.
9. Failure of an employee who has been granted a military leave of absence to request reinstatement to his former position within ninety (90) days after receiving an honorable discharge or separation from military service shall cause such employee to forfeit all

reinstatement rights with the Board.

10. Request for military leave of absence shall be made by the employee, in writing, and forwarded to the Superintendent and the Lawrence County Auditor shall receive a copy of the request for his records.

B. National Guard and Reserve Service.

Employees shall be granted leaves of absence up to thirty-one (31) days or a maximum of one hundred and seventy six (176) hours paid leave within any one calendar year with pay for military training in the Guard or Reserve in accordance with the Ohio Revised Code without sacrifice of vacation time. The Superintendent shall approve the scheduling of vacations for such employees at his own discretion. Employees desiring to enter the Guard or Reserve are required to first contact the Superintendent to discuss any work scheduling problems which may arise as a result of such service. (OAC 123.1-34-04)

## ARTICLE 35: PHYSICAL EXAMINATION

- A. If an employee is required to have a physical examination as a condition of continued employment to determine the employee's ability to perform the essential functions of the employee's position, the Board shall pay the full cost of the examination. The Board may select the physician.
- B. If the employee disagrees with the opinion of the physician selected by the Board, the employee may request that a second opinion be obtained from a physician selected by the employee. The cost for obtaining the second opinion shall be paid by the employee. If the opinion of the second physician differs from that of the first physician, the opinion of a third physician mutually agreed upon by the employee and the Board shall be obtained. The cost of the third opinion shall be split by the Board and the employee. The opinion of the third physician shall be controlling.
- C. Any employee found to be physically incapable of performing the essential functions of his position may be placed on sick leave or unpaid sick leave if the employee has no accrued sick leave available. If the third physician determines the employee is capable of performing the essential functions of his position without restrictions, the Employer shall reimburse the employee for all sick leave used and compensation lost due to this period of absence.

## ARTICLE 36: UNPAID LEAVES OF ABSENCE

- A. Upon a written request, the Board may, in its discretion, grant a leave of absence without pay, for a period of not more than one (1) year for educational or professional or other purposes, such as illness or injury or complications from pregnancy.

B. The Bargaining Unit member must return at the end of the leave, and will be returned to his/her same position if it exists; if the position no longer exists, the employee shall be assigned to a similar position. An employee who fails to return to work within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without an explanation to and approval from the Superintendent or designee may be removed from his/her position.

C. Maternity Leave.

Maternity leave may be granted for up to six (6) months without pay or a bargaining unit member may use any accumulated paid leave. This leave will start on the submission of a doctor's statement that the employee will no longer be able to perform the duties of her position. To request the early termination of a maternity leave, the employee must submit to the Superintendent by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties. At the expiration of maternity leave, the employee shall be returned to her same position if it exists; if the position no longer exists, the employee shall be assigned to a similar position.

D. Male employees may be granted five (5) days paid leave charged to sick leave or Family Medical Leave Act due to the birth or adoption of a child.

## ARTICLE 37: SAFETY AND HEALTH

A. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe work methods of the Employer.

B. Employees are responsible for reporting unsafe conditions and accidents; the Employer is responsible for correcting unsafe conditions and practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established by the Board.

C. An employee acting in good faith has the right to refuse to work under conditions he/she reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his/her position. Any incident or work refusal shall immediately be reported to the Building Supervisor or his/her designee who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard.

D. When workplace engineering and/or work practice controls fails to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer

will provide personal protective equipment. The employee is responsible for using or wearing safety equipment and/or personal protective equipment where it has been deemed necessary.

- E. The Board shall provide rubber gloves and all materials in order to comply with universal precautions dealing with body fluids at each work site or work station and on each vehicle.
- F. The Employer and the Union agree to address any safety issues in the regularly scheduled Labor/Management meetings.
- G. Employees exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his/her designated representative. Employee medical records shall be made available to the employee, and to his/her designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.
- H. Exposure to Bloodborne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent hazard for all bargaining unit positions. The Employer shall advise employees of the medical conditions of participants in the most appropriate way in order to avoid or reduce the risk of exposure or infection and to facilitate proper care of the participant. The employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer. Employees exposed to Tuberculosis (TB) in the workplace shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided necessary medication to the extent such medication is paid for under the health insurance plan covering the employee.
- I. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## ARTICLE 38: LABOR MANAGEMENT MEETINGS

- A. There shall be a joint Labor Management Committee of not more than six (6) persons composed of an equal number of Board representatives, including the Superintendent, and Union representatives. The purpose of this Committee is to meet on an as needed basis and to confer on matters of mutual interest. For quarterly meetings both parties shall provide agendas. For the meeting(s) called on an as needed basis, the party requesting the meeting shall be required to provide an agenda.

## ARTICLE 39: TRAINING

- A. Bargaining unit members shall be reimbursed by the Board for approved fees and reasonable expenses for seminars, classes and workshops that, in the sole discretion of the Board, will further the employment development of the employee. Attendance shall be directly related to the employee's regular duties. Bargaining unit members shall submit request for approval a minimum of two (2) weeks in advance of such seminar, class or workshop.

#### ARTICLE 40: MEDICATION/FIRST AID

- A. The Lawrence County Board of DD will comply with all applicable statutes that apply to delegated nursing and training that is mandated by the Ohio Administrative Code and the Ohio Revised Code including but not limited to R.C. 5123.41 through 5123.45 and O.A.C 5123:206 and shall follow the requirements of Board policies regarding Medication Administration and Delegated Nursing.
- B. The Lawrence County Board of DD assures that nurses with the County Board Program have been trained as required by applicable sections in ORC Chapter 4723. Further, that all individuals designated by the Board to perform delegated nursing tasks as assigned by the County Board Nurse will be trained.
- C. The Lawrence County Board will assure that any County Board employee who performs the delegated tasks as trained and does not act in a wanton and reckless manner is not held liable for any injury caused by the administered medication or delegated nursing tasks.

#### ARTICLE 41: WAGES

Effective July 1, **2012**, the salary schedule for all employees shall be increased across the board by an additional **two and one half percent (2.5%)**

Effective July 1, **2013** the salary schedule for all employees shall be increased across the board by **two and one fourth percent (2.25%)**.

Effective July 1, **2014** the salary schedule for all employees shall be increased across the board by **two and one fourth percent (2.25%)**.

In addition, the salary schedules for Workshop Specialist and Production Manager shall be increased by one thousand two hundred dollars (\$1,200) effective July 1, 2008.

In addition, the salary schedules for Habilitation Manager shall be increased by one thousand nine hundred dollars (\$1,900) and effective July 1, 2008.

In addition, the salary schedules for Community Employment Specialist shall be increased one thousand dollars (\$1,000) and effective July 1, 2008.

Effective July 1, 2008, an increment for 30 years will be added to each salary schedule.

The salary schedules are attached as Appendix A.

## ARTICLE 42: PAY PERIODS/SUMMER RECESS CHECKS/PAY OPTIONS

- A. The pay periods for employees shall be every two (2) weeks. Normally, there will be twenty-six (26) equal pay periods in a calendar year. An employee shall suffer no reduction in their annual or annualized compensation because of the number of pay periods during a year. The employee will be given a choice by June 15<sup>th</sup> whether to receive 26 or 27 pays in those payroll years in which 27 pays occur.
- B. If the scheduled pay date falls on a holiday that is not a scheduled workday, the employee's payroll check shall be available on the Employer's business day immediately preceding the holiday pay date.
- C. Payroll checks due during the summer recess.
  - 1. Will be mailed at no cost to the employee if the employee provides to the Employer a written request which includes the mailing address at least two (2) weeks in advance of the summer recess;
  - 2. If no written mailing instructions are received by the Employer, the payroll check will be available for pick-up by the employee on the scheduled pay date at the Employer's payroll office no later than 1:00 p.m. except on holidays.
- D. Nine-month employees shall have the option to receive pay over nine (9) months or twelve (12) months.

## ARTICLE 43: EARLY RETIREMENT INCENTIVE

If the Board offers an early retirement incentive for five percent (5%) of eligible employees, the Board shall offer employees in the bargaining unit the same early retirement incentive.

## ARTICLE 44: PERS AND STRS PICK-UP

The Board agrees with the Union to do a pick-up utilizing the salary reduction method. Contributions to the Public Employees Retirement System and State Teachers Retirement

Systems paid upon behalf of the employees in the Bargaining Unit under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each employee shall be the employee’s state mandated share of the employee’s gross annual compensation and the gross annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of the State and Federal Tax only.
- B. The pick-up percentage shall apply uniformly to all members of the Bargaining Unit.
- C. The pick-up shall become effective the first month after the signing of this Agreement and shall apply to all compensation.
- D. The parties agree that should the rules and regulations of the IRS or Retirement System change making this procedure unworkable, the Parties agree to return, without penalty, to the former method of Employee/Employer contributions.
- E. Payment of all paid leaves, Sick Leave, Personal Leave and Severance, including Unemployment and Workers’ Compensation, shall be based on the Employee’s gross pay.

#### ARTICLE 45: HEALTH INSURANCE

- A. The Board shall provide for all employees, single or family coverage as requested by the employee, a major medical type hospitalization insurance, dental insurance and vision insurance with benefit levels substantially similar to those provided to employees of the Board as of April 1, 1999. The cost of insurance premium shall be paid 80% by the Board and 20% by the employee. The employee shall have the option to select any combination or all of the insurance coverage available. The Board will pay to any employee who declines hospitalization, dental and vision insurance ~~\$100.00~~ **\$150.00** per month for each month that the employee declines hospitalization, dental and vision coverage, an employee who declines coverage may at any time decide to accept such coverage and may enroll for coverage during the open enrollment period or if a qualifying event occurs (for example, loss of coverage elsewhere).
- B. The Board represents that the current insurance provided to the employees of the Board is through a plan obtained for county employees generally by the Lawrence County Commissioners (County Plan) and that it is the Board’s current intention to keep the employees of the Board insured under the County Plan. As long as the employees of the Board are covered under the County Plan, the Board will offer the employees in this bargaining unit the insurance available to county employees generally and provided such benefits are the same as or substantially similar to the benefits provided to employees of the Board under the County Plan as of April 1, 1999, the Union will not allege that the Board has improperly reduced benefits. If the County Plan offers employees an option to select among plans (for example, an indemnity plan, a preferred provider organization, or a health maintenance organization), the employees of this Bargaining Unit will be given the same

option.

- C. The Board reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available under such plan is substantially similar to the plan available to the employees of the Board as of April 1, 1999.
- D. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the levels of the insurance benefits remain substantially similar to the health insurance program in effect as of April 1, 1999. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.
- E. The Board may leave the County Plan during the term of this Agreement; however, if the Board does leave the County Plan the benefits provided under the insurance programs shall be substantially similar to the plan available to the employees of the Board as of April 1, 1999.
- F. The Board shall provide, at the Board's expense, life insurance coverage for each employee in the Bargaining Unit in the amount of \$15,000.00.
- G. If the Lawrence County Commissioners provide a Section 125 Plan to employees of the County, employees of the Board may participate.
- H. The Board agrees to pay a lump sum payment of \$400.00 to each member of the Bargaining Unit carrying the family plan, \$250 each member of the Bargaining Unit carrying the employee/spouse plan, each member of the Bargaining Unit carrying the employee/child plan and \$100.00 to each member of the Bargaining Unit carrying the single plan on the pay day nearest the (1<sup>st</sup>) of December 2008, on the pay day nearest the (1<sup>st</sup>) of December 2009 and on the pay day nearest the (1<sup>st</sup>) of December 2010.

#### ARTICLE 46: SEVERANCE PAY

- A. An employee of the Lawrence County Board of DD, at the time of retirement from active service with the Lawrence County Board of DD Program into one of the State retirement plans, may elect to be paid in cash for twenty-five percent (25%) of the value of his/her earned, but unused sick leave credit. The amount that is paid shall not exceed, for all payment, the value of forty (40) days of accrued unused sick leave. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the State or any political subdivisions. **Employees hired on or after May 1, 2012 may elect to be paid cash for twenty percent (20%) of the value of his/her earned but unused sick leave credit. The maximum amount that is paid shall no exceed, for all payment, the value of forty (40) days of accrued unused sick leave.**

- B. If at least one-half (1/2) of their total public service time has been with the Lawrence County Board of DD, Board employees, who at the time of retirement from public service have twenty (20) or more years of service with the State or any political subdivisions, may elect to be paid in cash for fifty percent (50%) of the value of his/her earned, but unused sick leave credit. For employees hired on or after May 1, 2008 the maximum amount that is paid shall not exceed, for all payment, the value of sixty (60) days of accrued unused sick leave. **Employees hired on or after May 1, 2012 may elect to be paid in cash for forty five percent (45%) of the value of his/her earned but unused sick leave credit. The maximum amount that is paid shall not exceed, for all payment, the value of sixty (60) days of accrued unused sick leave.**
- C. If at least one-half (1/2) of their public service time has been with the Lawrence County Board of DD, Board employees, who at the time of retirement from public service have twenty-five (25) or more years of service with the State or any political subdivisions, may elect to be paid in cash for seventy-five percent (75%) of the value of his/her earned, but unused sick leave credit. For employees hired on or after May 1, 2008 the maximum amount that is paid shall not exceed, for all payment, the value of ninety (90) days of accrued unused sick leave. **Employees hired on or after May 1, 2012 may elect to be paid in cash for seventy percent (70%) of the value of his/her earned, but unused sick leave credit. The maximum amount that is paid shall not exceed, for all payment, the value of ninety (90) days of accrued unused sick leave.**
- D. Such payment shall be based on the employee's current rate of pay at the time of retirement.
- E. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- F. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Ohio Revised Code Section 2113.04, or paid to the employee's estate.

#### ARTICLE 47: EXTRA TRIPS/FIELD TRIPS

- A. Extra trips/field trips are those trips which extend beyond or are outside of the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday.
- B. The employer shall maintain a separate extra trip field trip rotation list for each building (Tri-State Industries, Open Door School and Early Childhood Center). An extra trips/field trips rotation list shall be maintained for each classification eligible for extra trips/field trips in that particular building. Any employee in the classification desiring to work extra trips/field trips shall sign up on the rotation list. Extra trips/field trips will be assigned on a

rotation basis from a list signed by any employee desiring to work extra trips/field trips in order of seniority starting with the most senior employee in the classification desiring for the extra trip/field trips. An employee in a particular classification who rejects an extra trip/field trip assignment shall be placed on the bottom of the rotation list and will not be eligible for an extra trip/field trip until the employee's name rotates to the top of the list. If no one from the rotation list within a particular classification accepts the extra trip/field trip assignment, the Board may assign the extra trip/field trip to the least senior employee in the classification needed. The Employer shall begin at the top of the rotation list at the beginning of each school year for those extra trips/field trips originating at the Open Door School or any extra trip/field trip involving nine month employees.

- C. Employees who are covered by the Fair Labor Standards Act (FLSA) shall be compensated in accordance with FLSA at the appropriate hourly rate for their classification. Employees covered by the FLSA shall receive their regular hourly rate until such time as they qualify for overtime and then will receive time and one-half for overtime hours worked. Employees who are FLSA exempt shall be paid an extra trip/field trip stipend in addition to their regular rate of pay. The extra trip/field trip stipend shall be \$40.00 (forty dollars) on Monday through Friday and \$80.00 per seven (7) hours or fraction thereof worked on Saturday, Sunday, and a non-scheduled workday Monday through Friday. The maximum stipend shall be \$160.00 for each non-scheduled workday or Saturday or Sunday.
- D. The extra trip/field trips rotation list described in this Article shall not apply to those employees performing extra trip/field trips duty under a supplemental contract as part of the supplemental contract. The supplemental contract shall provide the compensation to be paid to those individuals for the work which they perform on extra trips/field trips.

## ARTICLE 48: SEVERABILITY

If, during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable State or Federal law, or valid Rule or Regulation adopted or repealed by a State or Federal Agency, the Parties agree to meet to Negotiate a lawful alternate provision, if possible, under the Law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either Party. This meeting cannot be used for any purpose other than negotiation on the unlawful Article or clause.

## ARTICLE 49: PEOPLES DEDUCTION

Provided the Lawrence County Auditor has the capability, the employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provider for in a written authorization. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to

the Union together with an itemized statement showing the name of each employee from whose pay

such deductions have been made and the amount deducted during this period covered by the remittance.

## ARTICLE 50: DURATION

This Agreement shall be effective May 1, **2012**, and shall remain in full force and effect until 12:00 midnight April 30, **2015**.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this agreement between the Board and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. The parties recognize and agree that this provision shall not operate as a bar to negotiations regarding unilateral changes, or proposed unilateral changes, in mandatory negotiable subjects as defined in ORC Chapter 4117.

If either Party desires to modify, or amend the Agreement, it shall give written notice of such intent in accordance with Article 9 and 49, herein to the other Party not later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by Certified Mail with Return Receipt. The Parties shall commence Negotiations within two (2) calendar weeks upon receiving Notice of Intent.



APPENDIX A: SALARY SCHEDULE

APPENDIX B: REIMBURSEMENT OF EXPENSES

Employees of the County Board may receive reimbursement for reasonable expenses incurred while traveling on official county board business. Employees are eligible for expenses reimbursement only when the travel has been authorized in writing by the Superintendent or his/her designee. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls.

1. Employees shall be reimbursed for actual miles, while on official county board business, at the Board-approved mileage rate, when using personal vehicles. No reimbursement shall be made for employees using county board vehicles. Mileage reimbursement is payable to only one if two or more employees traveling on the same trip use the same vehicle. Employees must request and receive prior approval for travel. Request for mileage reimbursement shall be submitted within 30 days of incurred expense.
2. The mileage reimbursement will be deemed to cover all expenses incurred by use of the private-owned vehicle including oil, gasoline, tires, depreciation, insurance and all other expenses of operation. No reimbursement for mileage will be made unless an employee carries automobile/liability insurance on his/her vehicle and maintains a copy of current coverage in his/her personnel file.
3. No reimbursement will be made for travel between the employee's home and the Board.
4. Parking tolls, ferry charges, bridge, highway and tunnel tolls will be reimbursed if the employee lists them separately on his/her travel report, attaching receipts for all expenses incurred over one dollar (\$1.00).

B. Overnight/Lodging Expenses. Expenses covering the actual cost of a hotel or motel room will be reimbursed in full when an employee travels out of the County on official Board business and such travel requires an overnight stay. Expenses will be reimbursed only with the prior authorization by the Superintendent or his/her designee. Only business telephone calls made during an authorized overnight stay will be reimbursed.

C. Meal Expenses.

1. Expenses covering the cost of meals may be reimbursed up to the Board-approved amounts when an employee travels out of the county on official business. Receipts for meals are required and shall be submitted for reimbursement within 30 days of incurred expense.
2. No reimbursement will be made for meals within the County unless the meal is an integral part of an approved meeting or conference.
3. Alcoholic beverages and entertainment are not reimbursable.

#### D. Damage Reimbursement.

Employees are to be aware of possible damage to personal apparel or effects in the course of employment and, accordingly, are expected not to attire themselves of unusually high value for the work required. When an employee's property, as defined in the administrative rules and procedures which follow, is damaged the Board shall pay the un-reimbursed costs of the property. Replacement of damaged items will be set at comparable worth. If the damage to an employee's property is the result of an enrollee, which is considered deliberate, the enrollee or the parent/guardian of the enrollee will be billed for the damages. The functioning level of the enrollee shall be considered before deliberate intent is attributed to the action.

Employees are advised that full reimbursement will not be made for unusually expensive clothing or jewelry. The incident involving damage must be reported and documented.

Revised: 2/17/04  
APPENDIX C

HEALTH SERVICES/DELEGATED NURSING POLICY

Repealed. See Article 40

## APPENDIX D ASSAULT LEAVE

An employee who is physically injured in an assault by a person enrolled or appearing for evaluation to be enrolled in a program or service operated by the Board may apply for up to thirty (30) days assault leave to be used in lieu of sick leave and may be granted such leave subject to the following conditions and limitations.

### A. Conditions.

1. The injury must have resulted from an actual or attempted assault by an enrollee or applicant on the agency premises and/or during an agency function when the employee is working in an approved and proper manner or has gone to the aid of an employee being assaulted or in need of assistance to effectively restrain an enrollee or applicant.
2. The incident which resulted in the injury must have been reported to a building administrator at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.
3. The injury or suspected injury must have been seen by a doctor within 72 hours of its occurrence.
4. If a doctor is seen during the employee's workday and the doctor authorized the employee's immediate return to work on the following day, the doctor's written authorization must be submitted as specified in item 5 below.
5. If it is necessary for the employee to be absent, the employee shall promptly notify the building director of the nature of the injury and the probable extent of the absence. A statement by the examining physician certifying the nature of the injury, the necessity for the employee to be absent and the date of the employee's ability to return to normal duties without restrictions must be submitted at the time of the employee's return to duty. This statement must be submitted on the form provided by the agency.
6. The employee must cooperate fully with the administration and police, if necessary, in an investigation and action arising there from unless otherwise advised by his/her own counsel.

### B. Limitations.

If the conditions above which are applicable in a given instance and are met in full the agency shall:

1. Provide full payment for each full or partial day of such absence for which there is no payment by Worker's Compensation to a maximum of five (5) work days per incident. If the absence exceeds five (5) work days, the employee must apply for Worker's Compensation. If a subsequent award is made effective to the first day of absence for an

- injury resulting in absence, assault leave paid to the employee shall be returned to the agency by subsequent deduction from the employee's regular pay.
2. Charge the absence an assault leave which shall not be deducted from the employee's accumulated unused sick leave and/or vacation leave and during the assault leave time, the employee shall continue to accrue such leaves.
  3. Provide all other benefits to which the employee is entitled during the term of absence for assault leave.
- C. The Superintendent shall have the right to require a physical examination by a doctor which he shall appoint. The cost of any such examination shall be paid by the Board.

- A. The intent of the Sick Leave Donation Program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of "immediate family" as provided in the bargaining union agreements or Section 5.6.9 of this Policy Manual, shall apply for the Sick Leave Donation Program.
- B. Employees may donate paid sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The superintendent reserves the right to deny this donation program for employees with consistently poor attendance.
- C. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period if the employee receiving donated leave meets the following conditions:
  - 1. The employee or a member of the employee's immediate family has a prolonged serious illness or injury as certified by a physician. The superintendent can require a second certification from a physician prior to or at any time donated leave is used.
    - a. Eligibility for donation does not include absences due to normal pregnancy, delivery or recovery.
    - b. An employee who chooses to have elective surgery for cosmetic or similar purposes is not eligible for donated leave.
  - 2. Employee has exhausted all of his/her own accrued leave;
  - 3. Employee has not applied for any paid leave, or disability benefits under the retirement program for which they are eligible. An employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits; and
  - 4. The employee is not receiving, or is approved to receive worker's compensation benefits. If the employee is denied worker's compensation then he/she may apply for sick leave donation.
- D. Employees may donate sick leave if the following conditions are met:
  - 1. The employee voluntarily elects to donate leave to a specific individual and does so with the understanding that any leave once utilized will not be returned unless it is not needed by the recipient;
  - 2. The employee donates a minimum number of hours necessary to complete the recipient's normally scheduled workday; and
  - 3. Retain a personal sick leave balance no less than the equivalence of ten work days.
- E. The Sick Leave Donation policy shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and shall be entitled to any benefits for which they are normally eligible.
- F. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during

his/her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

G. Time donated for sick leave will not be considered as sick time used by the donor.

#### SICK LEAVE DONATION PROGRAM PROCEDURES

- A. All requests for donated leave shall be submitted to the personnel office on the *APPLICATION FOR SICK LEAVE DONATION* request form and accompanied by a physician's statement. The personnel manager will verify leave balances and seek approval by the superintendent.
- B. The approved application for donation must be received before the end of the pay period. Sick Leave compensation through donation cannot be credited for previous pay periods prior to the application being received. If a request is received after the end of the pay period those days in the previous pay period may be charged as leave without pay.
- C. The employee's right to privacy shall be respected; however, after the request has been made and verified, the personnel manager shall make the request known program-wide by posting request in each building. Employees may not solicit donations from other employees. Donations shall occur strictly on a voluntary basis.
- D. Following the superintendent's action, the recipient will be notified in writing by the personnel manager whether or not sick leave has been donated to him/her.
- E. While utilizing donated leave, the employee shall contact their program director by the payday prior to each pay period to discuss whether he/she will return to work or will continue to need donated leave. The director will then notify the personnel manager.
- F. Employees wishing to donate shall complete the *CONSENT TO DONATE SICK LEAVE* form and submit it to the personnel office. Donated leave shall be accepted on a first come first serve basis only as needed. The donor shall be advised in writing as to the number of his/her donated hours used.
- G. Employees who wish to donate sick leave shall certify in writing:
  - 1. The name of the employee for whom the donated leave is intended.
  - 2. The number of hours to be donated.
  - 3. That the donor will maintain a minimum sick leave balance at least equal to ten days.
  - 4. That the leave is donated voluntarily and the donor understands that the donated leave shall not be returned to the donor once it has been utilized.
- H. The names of any and all donors shall be confidential and shall not be revealed to the recipient.

When the recipient is no longer in need of donated time, all unused donation forms shall be voided and returned to the donors.

AGREEMENT BETWEEN THE LAWRENCE COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES AND THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, (OAPSE)/AFSCME, LOCAL 4 AFL-CIO AND ITS LOCAL 798

SIGNATURE PAGE

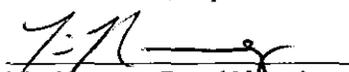
AGREEMENT BETWEEN THE LAWRENCE COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES AND THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, (OAPSE)/AFSCME, LOCAL 4 AFL-CIO AND ITS LOCAL 798

SIGNATURE PAGE

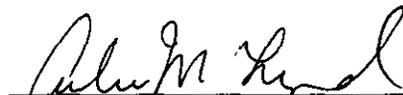
DATE OF AGREEMENT: APRIL 13, 2012

FOR THE LAWRENCE COUNTY  
BOARD OF DD:

  
\_\_\_\_\_  
Paul B. Mollett, Superintendent

  
\_\_\_\_\_  
Tim Nunnery, Board Negotiator

FOR THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES LOCAL #798:

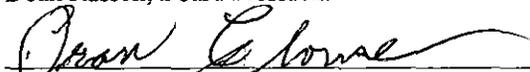
  
\_\_\_\_\_  
Arlie Lynd, Local President

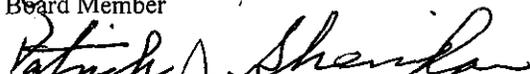
  
\_\_\_\_\_  
Sammy R. Kelly,  
Union Negotiator

\_\_\_\_\_  
Union Negotiator

BOARD MEMBERS:

  
\_\_\_\_\_  
Doak Russell, Board President

  
\_\_\_\_\_  
Joan E. Brown,  
Board Member

  
\_\_\_\_\_  
Patricia J. Sheridan,  
Board Member

  
\_\_\_\_\_  
Carla Salyer,  
Board Member

  
\_\_\_\_\_  
Paul M. Webb,  
Board Member

  
\_\_\_\_\_  
Lou Pyles,  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Union Negotiator

  
\_\_\_\_\_  
Karen Bailey, Field Representative 8/23/12

FOR THE LAWRENCE COUNTY BOARD  
OF COMMISSIONERS:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Willie C. Smith

  
\_\_\_\_\_  
Freddie Hayes

ARTICLE 50: DURATION

This Agreement shall be effective February 1, 2016, and shall remain in full force and effect until 12:00 midnight January 31, 2017.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this agreement between the Board and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. The parties recognize and agree that this provision shall not operate as a bar to negotiations regarding unilateral changes, or proposed unilateral changes, in mandatory negotiable subjects as defined in ORC Chapter 4117.

If either Party desires to modify, or amend the Agreement, it shall give written notice of such intent in accordance with Article 9 and 49, herein to the other Party not later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by Certified Mail with Return Receipt. The Parties shall commence Negotiations within two (2) calendar weeks upon receiving Notice of Intent.

For the Board

R. Doak Russell

Paul M. Webb

Debra Jones

Michael Noveck

Lou Pyle

Carla Salyer

For the Union

Julie M. L. 2-11-16

Karen Barclay 2/10/16

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KB  
2/10/16

Lawrence County Board of Developmental Disabilities

Proposal to

OAPSE Local 798

January 29, 2016

Article 28: Travel Expense

- A. Bargaining unit employees shall be reimbursed for authorized travel expenses (including meals and mileage) according to the policy on reimbursement of such expenses. Attached as Appendix B.
- B. Bargaining Unit members shall be reimbursed forty-five cents (.45) per mile for mileage **or the county mileage rate, whichever is higher**, when required to drive, and up to twenty-five dollars (\$25.00) for meals when receipts are furnished. Meals are reimbursed at up to six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, and eleven dollars (\$11.00) for dinner.

Receipts for lodging must be submitted by the employee, unless directly billed to the employer.

- C. Expense reimbursements shall be within thirty (30) days of submission of receipt.

Article 41: Wages

Effective February 1, 2016, the salary schedule for all employees shall be increased across the board by an additional two and three-quarters percent (2.75%).

In addition, effective February 1, 2016, all steps of the Master's Degree Level of the Instructor and Early Intervention Specialist Salary Schedule shall be increased by five hundred dollars (\$500).

ARTICLE 18: HOURS OF WORK AND OVERTIME

- D. The length of the school year shall be a total of one hundred eighty-two (182) days. Included in those one hundred eighty-two (182) days shall be two (2) days for parent-teacher conferences and two (2) days for in-service. **Effective the 2016/2017 school year, per ODE's regulations and guidelines, the school year will be calculated by hours rather than by days.**

**2015-2016  
Salary Schedules**

**Secretary II**

<b>Years of Service</b>	<b>2014-2015 Annual Salary July 1, 2014</b>	<b>2015-2016 Annual Salary July 1, 2015</b>	<b>Feb.1, 2016</b>
0	\$26,535	\$27,066	\$27,810
1	\$26,859	\$27,396	\$28,149
2	\$27,208	\$27,753	\$28,516
3	\$27,556	\$28,107	\$28,880
4	\$27,880	\$28,437	\$29,219
5	\$28,230	\$28,794	\$29,586
6	\$28,552	\$29,123	\$29,924
7	\$28,901	\$29,479	\$30,290
8	\$29,251	\$29,836	\$30,656
9	\$29,601	\$30,193	\$31,023
10	\$29,923	\$30,522	\$31,361
11	\$30,272	\$30,877	\$31,727
15	\$31,644	\$32,277	\$33,165
17	\$32,316	\$32,962	\$33,868
20	\$33,337	\$34,003	\$34,939
25	\$35,052	\$35,753	\$36,736
30	\$36,767	\$37,502	\$38,534

paid holiday

Board Approved: \_\_\_\_\_

## 2015-2016 Salary Schedules

### Secretary III

Years of Service	2014-2015 Annual Salary July 1, 2014	2015-2016 Annual Salary July 1, 2015	Feb.1, 2016
0	\$27,197	\$27,740	\$28,503
1	\$27,579	\$28,130	\$28,904
2	\$27,962	\$28,521	\$29,306
3	\$28,344	\$28,911	\$29,706
4	\$28,728	\$29,302	\$30,108
5	\$29,111	\$29,693	\$30,510
6	\$29,494	\$30,084	\$30,912
7	\$29,878	\$30,475	\$31,313
8	\$30,260	\$30,865	\$31,714
9	\$30,642	\$31,255	\$32,115
10	\$31,027	\$31,647	\$32,518
11	\$31,410	\$32,038	\$32,919
15	\$32,941	\$33,600	\$34,524
17	\$33,708	\$34,382	\$35,328
20	\$34,856	\$35,553	\$36,531
25	\$36,770	\$37,506	\$38,537
30	\$38,685	\$39,459	\$40,544

paid holiday

Board Approved: \_\_\_\_\_

**2015-2016**

**Salary Schedules**

<b>Service &amp; Support Administrator, Investigative Agent, Residential Coordinator July 1, 2014</b>					
Years of Service	Non-Degree	Bachelor Degree	Bachelor's Degree+5	Master's Degree	
0	\$33,201	\$34,716	\$36,730	\$38,748	
1	\$34,228	\$35,743	\$37,756	\$39,774	
2	\$35,252	\$36,770	\$38,783	\$40,800	
3	\$36,280	\$37,798	\$39,809	\$41,825	
4	\$37,307	\$38,825	\$40,836	\$42,852	
5	\$38,334	\$39,849	\$41,863	\$43,879	
6	\$39,360	\$40,875	\$42,889	\$44,906	
7	\$40,386	\$41,901	\$43,916	\$45,934	
8	\$41,413	\$42,929	\$44,943	\$46,957	
9	\$42,438	\$43,958	\$45,968	\$47,984	
10	\$43,465	\$44,983	\$46,995	\$49,011	
11	\$44,492	\$46,010	\$48,022	\$49,595	
15	\$45,779	\$47,296	\$49,309	\$51,325	
17	\$46,423	\$47,940	\$49,953	\$51,969	
20	\$47,391	\$48,906	\$50,919	\$52,935	
25	\$48,999	\$50,515	\$52,528	\$55,098	
30	\$50,608	\$52,124	\$54,136	\$57,261	

<b>Service &amp; Support Administrator, Investigative Agent, Residential Coordinator July 1, 2015</b>					
Years of Service	Non-Degree	Bachelor Degree	Bachelor's Degree+5	Master's Degree	
0	\$33,865	\$35,411	\$37,464	\$39,523	
1	\$34,912	\$36,458	\$38,511	\$40,570	
2	\$35,957	\$37,506	\$39,559	\$41,616	
3	\$37,005	\$38,554	\$40,605	\$42,661	
4	\$38,053	\$39,601	\$41,653	\$43,709	
5	\$39,101	\$40,646	\$42,700	\$44,757	
6	\$40,147	\$41,693	\$43,747	\$45,805	
7	\$41,193	\$42,739	\$44,795	\$46,852	
8	\$42,241	\$43,787	\$45,842	\$47,896	
9	\$43,286	\$44,837	\$46,888	\$48,944	
10	\$44,334	\$45,882	\$47,935	\$49,992	
11	\$45,382	\$46,930	\$48,983	\$50,587	
15	\$46,695	\$48,242	\$50,295	\$52,351	
17	\$47,352	\$48,899	\$50,952	\$53,008	
20	\$48,338	\$49,884	\$51,937	\$53,993	
25	\$49,979	\$51,525	\$53,578	\$56,200	
30	\$51,620	\$53,166	\$55,219	\$58,406	

<b>Service &amp; Support Administrator, Investigative Agent, Residential Coordinator July 1, 2015</b>					
Years of Service	Non-Degree	Bachelor Degree	Bachelor's Degree+5	Master's Degree	
0	\$34,796	\$36,384	\$38,495	\$40,610	
1	\$35,872	\$37,461	\$39,570	\$41,685	
2	\$36,946	\$38,537	\$40,646	\$42,761	
3	\$38,023	\$39,614	\$41,722	\$43,835	
4	\$39,099	\$40,690	\$42,798	\$44,911	
5	\$40,176	\$41,764	\$43,875	\$45,988	
6	\$41,251	\$42,840	\$44,950	\$47,064	
7	\$42,326	\$43,915	\$46,026	\$48,141	
8	\$43,403	\$44,991	\$47,103	\$49,213	
9	\$44,477	\$46,070	\$48,177	\$50,290	
10	\$45,553	\$47,144	\$49,253	\$51,366	
11	\$46,630	\$48,221	\$50,330	\$51,978	
15	\$47,979	\$49,569	\$51,678	\$53,791	
17	\$48,654	\$50,244	\$52,353	\$54,466	
20	\$49,668	\$51,256	\$53,365	\$55,478	
25	\$51,354	\$52,942	\$55,051	\$57,745	
30	\$53,040	\$54,628	\$56,738	\$60,012	

Board Approved: \_\_\_\_\_

## 2015-2016 Salary Schedules

### Service & Support Administrator Assistant

Years of Service	2014-2015 Annual Salary July 1, 2014	2015-2016 Annual Salary July 1, 2015	Feb.1, 2016
0	\$25,855	\$27,066	\$27,810
1	\$26,215	\$27,396	\$28,149
2	\$26,573	\$27,753	\$28,516
3	\$26,931	\$28,107	\$28,880
4	\$27,292	\$28,437	\$29,219
5	\$27,652	\$28,794	\$29,586
6	\$28,010	\$29,123	\$29,924
7	\$28,368	\$29,479	\$30,290
8	\$28,728	\$29,836	\$30,656
9	\$29,087	\$30,193	\$31,023
10	\$29,447	\$30,522	\$31,361
11	\$29,806	\$30,877	\$31,727
15	\$31,242	\$32,277	\$33,165
17	\$31,961	\$32,962	\$33,868
20	\$33,037	\$34,003	\$34,939
25	\$34,832	\$35,753	\$36,736
30	\$36,627	\$37,502	\$38,534

aid holidays

Board Approved: \_\_\_\_\_

## 2015-2016 Salary Schedules

<b>Workshop Specialist</b>			
<b>Years of Service</b>	<b>2014-2015 Annual Salary July 1, 2014</b>	<b>2015-2016 Annual Salary July 1, 2015</b>	<b>Feb.1, 2016</b>
0	\$26,863	\$27,400	\$28,154
1	\$27,503	\$28,053	\$28,825
2	\$28,139	\$28,701	\$29,491
3	\$28,779	\$29,354	\$30,162
4	\$29,418	\$30,006	\$30,831
5	\$30,057	\$30,658	\$31,501
6	\$30,696	\$31,310	\$32,171
7	\$31,334	\$31,960	\$32,839
8	\$31,973	\$32,612	\$33,509
9	\$32,612	\$33,264	\$34,179
10	\$33,252	\$33,917	\$34,849
11	\$33,890	\$34,567	\$35,518
15	\$35,167	\$35,871	\$36,857
17	\$35,808	\$36,524	\$37,528
20	\$36,766	\$37,501	\$38,532
25	\$38,364	\$39,131	\$40,207
30	\$39,962	\$40,761	\$41,882

paid holidays

Board Approved: \_\_\_\_\_

2015-2016

School Psychologist

<b>Years of Service</b>	<b>2014-2015 Annual Salary July 1, 2014</b>	<b>2015-2016 Annual Salary July 1, 2015</b>	<b>Feb.1, 2016</b>
0	\$34,789	\$35,484	\$36,460
1	\$35,211	\$35,915	\$36,903
2	\$35,639	\$36,352	\$37,351
3	\$36,072	\$36,793	\$37,805
4	\$36,510	\$37,240	\$38,264
5	\$36,953	\$37,692	\$38,729
6	\$37,402	\$38,150	\$39,199
7	\$37,856	\$38,613	\$39,675
8	\$38,316	\$39,082	\$40,157
9	\$38,781	\$39,557	\$40,645
10	\$39,252	\$40,038	\$41,139
11	\$39,729	\$40,524	\$41,638
15	\$40,206	\$41,010	\$42,138
17	\$40,688	\$41,502	\$42,644
20	\$41,177	\$42,000	\$43,155
25	\$41,671	\$42,504	\$43,673
30	\$42,171	\$43,014	\$44,197

paid holidays, and 7 hours per day

**Lead Service & Support/Waiver & Training  
Coordinator**

	<b>2014-2015 July 1, 2014</b>	<b>2015-2016 July 1, 2015</b>	<b>Feb.1, 2016</b>
<b>Years of Service</b>	<b>Bachelor's Degree</b>		
0	\$36,730	\$37,465	\$38,495
1	\$37,756	\$38,511	\$39,570
2	\$38,783	\$39,559	\$40,647
3	\$39,809	\$40,605	\$41,722
4	\$40,836	\$41,653	\$42,798
5	\$41,863	\$42,700	\$43,875
6	\$42,889	\$43,747	\$44,950
7	\$43,916	\$44,794	\$46,026
8	\$44,943	\$45,842	\$47,103
9	\$45,968	\$46,887	\$48,177
10	\$46,995	\$47,935	\$49,253
11	\$48,022	\$48,982	\$50,329
15	\$49,309	\$50,295	\$51,678
17	\$49,953	\$50,952	\$52,353
20	\$50,919	\$51,937	\$53,366
25	\$52,528	\$53,579	\$55,052
30	\$54,136	\$55,219	\$56,737

<b>2015-2016 Annual Salary</b>		
<b>July 1, 2015 - LPN</b>		<b>Feb.1, 2016</b>
0	\$13.59	\$13.97
1	\$13.83	\$14.21
2	\$14.07	\$14.46
3	\$14.31	\$14.70
4	\$14.55	\$14.95
5	\$14.79	\$15.19
6	\$15.03	\$15.44
7	\$15.27	\$15.69
8	\$15.50	\$15.93
9	\$15.74	\$16.18
10	\$15.98	\$16.42
11	\$16.22	\$16.66
15	\$17.17	\$17.65
17	\$17.65	\$18.14
20	\$18.37	\$18.87
25	\$19.56	\$20.10
30	\$20.76	\$21.33