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**COLLECTIVE**

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**BARGAINING**

**AGREEMENT**

STATE OF OHIO  
DEPARTMENT OF REVENUE  
2012 MAY 29 PM 3:17

between

**Clermont County Special  
Education Association**

and the

**Clermont County  
Board of DD**

January 1, 2013 through December 31, 2015

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## **ARTICLE 1 - PROCEDURE AGREEMENT**

### **1.01 RECOGNITION**

The Clermont County Board of DD, hereinafter referred to as the "Board" hereby recognizes the Clermont County Special Education Association, hereinafter referred to as the "Association," as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for all full-time and regular part-time professional employees, including Registered Nurses, Licensed Practical Nurses, EI Specialists, HMG Part C Service Coordinators, School Age Instructors, School Age Instructor Assistants, Licensed Physical Therapists, Licensed Physical Therapy Assistants, Licensed Occupational Therapists, Licensed Occupational Therapy Assistants, Licensed Speech/Language Pathologists, Physical Development Specialists, Cafeteria Workers, Custodians, Maintenance Workers II, Clerks I, II, III, Program Managers, Habilitation Technicians, Truck Drivers, Job Placement Specialists, and Parent Advisors, but excluding Investigators, Intake/Eligibility Specialists, Service and Support Administrators, Behavior Specialists, Wildey General Utility Worker, Wildey General Cleaner, Unclassified Positions on Management Contracts, Administrative Assistants, Administrators/Directors, and all other Central Office Staff and Substitute Employees.

### **1.02 NON-DISCRIMINATION**

The Board and Association shall not discriminate with regard to disability, race, color, creed, ancestry, national origin, sex, religion, marital status, age, sexual orientation or political opinions/affiliations. The Board and Association shall not discriminate against employees because of membership or non-membership in the Association or participation or non-participation in Association activities.

### **1.03 CREATION OF A NEW POSITION**

- A. If the Board creates a new position, then the Board shall notify the Association and the parties shall meet to negotiate the question of the inclusion of the position within the bargaining unit and the appropriate bargaining unit salary range.
- B. If the parties are unable to agree on the issues of wages, hours, or terms and conditions of employment for a Bargaining Unit position within thirty (30) days, then the matter may be submitted to arbitration at the request of either party.
- C. Disputes regarding all matters above shall go to Article 4 – Grievance Procedure.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Association recognizes that the Board is vested by law with the authority and responsibility of making the rules and regulations by which the agency will be governed. The Association agrees that unless such authority is specifically limited by a specific provision of this Contract, the Board has and retains all of its rights and

authority to manage and control the agency which the Board possesses under Ohio law.

- 2.02 The parties agree, notwithstanding any provision of R.C. 4117.08, that the Board may exercise any right or authority retained by it, which is not specifically limited by the terms of this Contract, without bargaining with the Association with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect of such exercise of authority on wages and working conditions.

### ARTICLE 3 - ASSOCIATION RIGHTS

#### 3.01 EXCLUSIVITY OF RIGHTS

The following sole and exclusive rights shall be granted to the Association.

##### A. FAIR SHARE FEE

1. New Employees employed after January 16, 2004 who do not become members in good standing of the Association, and all members of the Association as of January 16, 2004 who terminate their membership in the Association, shall be required to pay the Association a fair share fee, as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code.
2. The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by the members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
3. Under Ohio law, employees who choose not to join the Association may select to not pay the portion of their fair share fees based upon Association expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining.
4. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually.
5. The Board agrees to promptly transmit all payroll deducted fair share fees to the Association. The Board further agrees to accompany each such transmittal with the list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
6. Indemnification Clause

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (a) The Association shall be given notice within ten (10) days of the making or filing of any claim or action against the Board by a non-member for which indemnification may be claimed;
- (b) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- (d) The Board acts in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

### 3.02 RIGHT TO PAYROLL DEDUCTION

The Board shall deduct from the Employees' salaries unified Association dues, assessments and fees pursuant to the provisions of Article 8.06 of this Contract.

### 3.03 ASSOCIATION BUSINESS

- A. The Association shall be granted up to ten (10) paid days per year for Association activities. Such leave may be used in one-half (1/2) day or full day increments.
- B. Upon request, the Association may use facilities for appropriate activities of the Association provided no other activities are scheduled for the area and time requested, and provided further that the building is used during the work hours of the custodial staff.
- C. The Association President or his/her designee and the OEA Labor Relations Consultant shall be allowed to visit facilities for the purpose of meeting with employees covered by this Contract, provided that the appropriate administrator is notified upon arrival for the meeting, and provided that such visits do not interfere with the normal work duties of the Association President, his/her designee or the staff member(s) involved.
- D. The Association may use Board-provided audio-visual equipment, provided such equipment is not otherwise in use. Association may use copier but must provide the necessary paper for duplicating.

### 3.04 COMMUNICATION WITH EMPLOYEES

- A. The Board shall, by September 30 of each year, provide the Association President with the names, addresses, phone numbers, building assignments, classifications, years of service credit, and pay rates of all employees covered

by this Contract. The above information shall be provided for new employees within thirty (30) days of employment.

- B. The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings, at the end of such meetings and use the public address system for Association announcements subject to usual building procedures.
- C. The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Board's mail distribution systems which do not cross federal postal routes. Written announcements will be posted on the Association bulletin board only.
- D. Association representatives may hold meetings of employees at any time prior to, or after the workday in accordance with the provisions of this Contract.
- E. The Board shall allow Association representatives to make a presentation about the Association during any new employee orientation program. The time allotted for such programs must be at least fifteen (15) minutes.
- F. The Board and Association agree to split the cost of copying the new contract, one for each employee in the bargaining unit, plus an additional forty (40) copies for new employees hired during the term of the contract. The HR Department will be responsible for providing a copy of the contract to all new bargaining unit employees. The HR Department will have the new employee sign that he/she has received a copy of the contract. The Association shall be responsible, including for the cost involved, for providing replacement contracts to employees.

### 3.05 ACCESS TO INFORMATION

- A. The Association President shall be provided with one (1) copy of all written policies, rules, regulations and procedures of the Board and any subsequent amendments, and, in addition, copies of this information should be readily available at each building/work site. As these policies, rules and regulations are updated, updates will be provided to the Association President within ten (10) days of enactment.
- B. The Board shall furnish the Association information related to its financial and educational operation. Such information shall be provided to the Association within ten (10) calendar days of the receipt of the Association's request.
- C. The Association President and Vice President shall be provided with copies of the Board's agenda, proposed minutes and other documents which are public at the time they are provided to the Board.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### 4.01 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

### 4.02 DEFINITIONS

- A. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.
- B. "Class action grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.
- C. "Grievant" shall mean the employee(s) initiating a grievance.
- D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- E. "Days" shall mean actual workdays.

### 4.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- A. The grievant has the right to Association representation at all meetings and hearings regarding the grievance.
- B. The Association has authority to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be exhibited in the appendix of this Contract.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of the grievances.

### 4.04 TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- B. A grievance shall be filed within twenty-five (25) days of the occurrence of the act on which the grievance is based.
- C. All timelines are considered a maximum and every effort will be made to remedy the grievance expeditiously.

- D. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.

#### 4.05 GRIEVANCE PROCEDURE

##### A. Step One - Supervisor

1. The appropriate supervisor shall arrange and hold a hearing within seven (7) days of receipt of the grievance. The Association, grievant and the Board may present evidence to sustain their positions.
2. Within seven (7) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and the grievant.
3. If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two.

##### B. Step Two - Superintendent

1. Within seven (7) days of the filing of the form, the Superintendent shall arrange and conduct a hearing in same manner and for the same purpose as set forth in Step One.
2. Within seven (7) days after the hearing, the Superintendent shall provide a written response to the Association and grievant.

##### C. Step Three - Binding Arbitration

1. Within seven (7) days of receipt of the Step Two response, the Association shall notify the Board in writing of its intent to proceed to arbitration.

##### 2. Selection of the Arbitrator

In the event the grievance is submitted to arbitration, the Arbitrator shall be selected from the American Arbitration Association. The hearing shall be held in accordance with the expedited labor arbitration procedures of the American Arbitration Association.

##### 3. Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the

determination. The decision of the arbitrator shall be final and binding on the Board, the grievant(s) and the Association.

4. Cost of Arbitration

The cost of the arbitration shall be borne by the loser.

4.06 MISCELLANEOUS

- A. All communications regarding grievances shall be reduced to writing and hand-delivered. The Board shall provide the Association with copies of all communications.
- B. Constructive receipt by the Board shall be considered to be the delivery date to the appropriate supervisor's office.
- C. Constructive receipt by the Association shall be considered to be the delivery date to the designated office of the Association.
- D. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- E. The grievant and necessary witnesses to a maximum of five (5) shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- F. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- G. A grievance may be withdrawn by the Association at any time without prejudice.

**ARTICLE 5 - EMPLOYMENT PRACTICES/INDIVIDUAL RIGHTS**

5.01 SENIORITY

A. Seniority Defined

Seniority begins the first date worked in a job classification in a bargaining unit position as a full or part-time regular "permanent" employee.

- 1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- 2. Seniority shall accrue for all time an employee is on active pay status in a bargaining unit position. Active pay status is defined as conditions under which an employee is eligible to receive pay because he/she is working or being compensated for time off, including while receiving workers' compensation benefits.

3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Bargaining unit employees shall accrue one (1) year of seniority for each year worked as determined by the minimum full-time standard as defined by this Contract.
5. No employee shall accrue more than one (1) year of seniority in any work year.
6. An employee, who moves to a non-bargaining position, and then returns to the bargaining unit, shall not accrue seniority while in the non-bargaining position. A former bargaining unit member who transferred to a non-bargaining position may not bump back into a bargaining unit position, but they may fill a bargaining unit vacancy for which the employee is qualified. The seniority of an employee who transfers back to the bargaining unit from an administrative position will begin to accrue on the first day worked in the bargaining unit position and will be added to the employee's previous seniority accrued before the employee left the bargaining unit for an administrative position.

B. Ties in Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:
  - (a) The employee with the first day worked; then
  - (b) The employee with the earliest date of employment (date of hire); then
  - (c) By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative. Definition of Lottery is an event or affair whose outcome is or seems to be determined by chance.

C. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; in the case of a layoff, is not recalled within the recall period; or otherwise leaves the employment of the Board.

D. Posting of Seniority List

The seniority list shall be posted annually by October 15. The Board shall prepare and post on the designated bulletin board in each building/work site, a seniority list by job classification and date of hire. Said list shall be provided to the Association on or before the date of posting.

E. Correction of Inaccuracies

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

5.02 PROBATIONARY PERIOD

- A. All full-time bargaining unit members will serve a probationary period of 184 workdays from the first day worked. Part-time employees shall serve a probationary period of 365 calendar days from the first day worked.
- B. The seniority of employees retained beyond the probationary period shall be retroactive to the employee's first day of work.
- C. A probationary employee may be terminated at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Superintendent. When a probationary employee is terminated, the Association President shall receive a written explanation of the reason for termination at the time the employee is notified. In the event a probationary employee is terminated during his/her probationary period, neither the employee nor the Association shall have the right to challenge the termination under the grievance and arbitration procedure or any other provision of this Contract. The removal cannot be effective after the final day of the probationary period. The employee shall be given a written statement for the reasons for removal.
- D. A probationary employee's performance shall be evaluated no later than the mid-term of the employee's probationary period in accordance with the evaluation procedures of this Contract.
- E. It is the responsibility of the supervisor to see that the probationary employee is given adequate instruction on the job and is made aware of any aspect of his/her performance which needs improvement.
- F. An employee retained beyond the probationary period can only be terminated for just cause.

5.03 EMPLOYEE EVALUATION

- A. The purpose of the evaluation is to evaluate employees covered by this Contract for such purposes as, but not necessarily limited to, assess an employee's work performance per their job description to help an employee to achieve greater effectiveness and performance of his/her work assignment and thereby improve the agency's programs and to constitute the basis for personnel decisions including promotions, reassignments or terminations.
- B. Employees shall be evaluated annually. All employees, with the exception of School Age employees, shall be evaluated within ten (10) working days of the

anniversary date they started in their current position (unless a different timeline is agreed to in writing by the staff person being evaluated). School-age employees shall be evaluated prior to May of each calendar year. The evaluation of School Age Instructors shall include no less than one (1) classroom observations of at least thirty (30) minutes duration each. The evaluation form shall be reviewed in a conference with the employee within seven (7) days of the evaluation, with a copy being given to the employee at the beginning of the review. The evaluator and employee shall sign the evaluation. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.

- C. The parties recognize that the evaluation of an employee is an ongoing process, and deficiencies in an employee's performance shall be brought to the attention of the employee through the evaluation process together with written specific suggestions for improvement from the evaluator. When it is determined that an employee's performance is deficient, the employee shall be so advised.
- D. An employee shall have the right to make a written response to the evaluation and to have the response attached to the evaluation report to be placed in the employee's personnel file.
- E. No bargaining unit member shall at any time be responsible for the observation or evaluation of another bargaining unit member.
- F. Within thirty (30) calendar days of the first day worked, and each year thereafter, all employees shall be notified in writing of the name and position of the evaluating supervisor.
- G. Evaluations and observations shall not be conducted secretly. For school-age employees, a one-week notice will be given before an evaluation meeting occurs.

#### Procedure for Conducting Evaluations

- 1. Prior to any observation/evaluation conference of an employee, the established procedures of how and over what, and forms to be used shall be explained to the individual.
  - 2. The individual shall be provided a copy of the written evaluation at the time of the evaluation review.
- H. An employee may seek review or modification of an evaluation with the evaluator's immediate supervisor. The employee must request the review in writing, within thirty (30) calendar days following the date he/she signs the evaluation or the date the appropriate administrator signs the evaluation, whichever comes later. The evaluator's immediate supervisor shall schedule a meeting with the member at a time convenient to both.

5.04 PERSONNEL FILE

A. Maintenance of One File

1. The official personnel file for each employee shall be maintained in the Human Resources office. Said file shall be considered confidential except for information which is considered "directory information."
2. During normal working hours and upon twenty-four (24) hour advance request, an employee shall be able to review his/her personnel file, and shall have the right to have a representative present with him/her while reviewing the file. The file shall contain a record of those who reviewed the file and the date of the review.
3. An employee may be provided a copy of, and the opportunity to read: a document before it is placed in the employee's personnel file. Employees shall be provided copies of performance related or disciplinary documents before they are placed in the personnel file. Upon refusal of the affected employee to sign or initial any document intended for placement in the personnel file, such document may be filed so long as the date of the refusal has been noted on the material. The initials or signature of an employee do not constitute agreement with the contents of the document.
4. Anonymous letters or material shall not be placed in an employee's file.

B. Employee's Right To Respond

The employee shall have the right to rebut or add written comments to any information in the file.

5.05 DISCIPLINE / DISCHARGE PROCEDURE

- A. Bargaining unit members shall only be disciplined for just cause and only in compliance with the discipline procedures contained herein.
- B. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the bargaining unit member's record of discipline. Serious offenses may warrant suspension or termination without regard to previous disciplinary action.
- C. Forms of disciplinary action are:
  1. verbal reprimand;
  2. written reprimand;
  3. suspension; and
  4. termination.
- D. Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, although a member can be suspended with pay pending the conference.

- E. Appeal of disciplinary action shall be made exclusively through the grievance procedure. Grievances of suspension or discharge shall be initiated at the Superintendent's step of the procedure. Disciplinary action, including suspension or termination, taken against a new probationary employee shall not be subject to the grievance procedure.
- F. Fact Finding Conference
  - 1. A fact finding conference shall take place prior to any disciplinary action being taken against the employee. Written notice of the meeting date and time including the alleged violations will be sent to the affected employee and the Association President at least two (2) working days prior to said fact finding conference. Said fact finding conference shall be held no later than two (2) working days from receipt of the written notice and charges. The employee may be suspended, but with pay, and the Superintendent will respond no later than ten (10) work days after the fact finding conference.
  - 2. The time and date of the conference shall be set by the Superintendent or designee.
  - 3. A bargaining unit member and his or her representative shall have the right to present witnesses and rebut the charges at the conference, and shall be provided with any documentation related to the reasons for which the member is being considered for disciplinary action one hour before the conference.
  - 4. Following the conference the Superintendent shall determine what discipline, if any, is appropriate and shall issue written notice of such discipline to the bargaining unit member and to the Association President.
- G. All parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.
- H. The record of disciplinary action will be removed from a bargaining unit member's file as follows, provided that no other disciplinary action has been taken against the member during that time period. Once removed, a disciplinary action shall not be used in progressive discipline.

<u>Discipline</u>	<u>Time</u>
Verbal Reprimand	1 year
Written Reprimand	18 months
Suspension	2 years
Demotion	3 years
Discharge	

If additional disciplinary action is taken against a member while there is an active disciplinary record in the member's file, all disciplinary records will remain in the file until the most recent action is removed pursuant to this section.

The provisions of this paragraph are not applicable to records of disciplinary action taken for abuse or neglect of clients or students. Records of such disciplinary action are not subject to being removed from a bargaining unit member's file.

The Board will notify a member when appropriate timelines are reached and disciplinary action is removed from the file.

## 5.06 LAYOFFS

A. The procedures in this Article supersede the procedures in R.C. 124.321, et seq. Layoffs and recall shall be solely in accordance with this article.

B. Grounds for Layoff

Employees may be laid off due to lack of funds, lack of work, or for other legitimate reasons.

C. Procedure for Layoff

1. Reduction shall first be accomplished by attrition. Layoffs shall be by classification. Employees shall be laid off within the classification effected on the basis of seniority, the least senior employee to be laid off first.

2. Thirty (30) days prior to the effective date of layoffs, the Board shall prepare and post for inspection at a conspicuous place a list containing the names, seniority dates and classifications of the employees to be laid off. The Association and each employee to be laid off shall be given thirty (30) days written notice of the layoff. The layoff notice shall state the reasons for the layoff, the effective date of the layoff, and a statement advising the employee of his/her recall rights.

3. Employees may displace (bump) the least senior employee in the same or another classification for which they are qualified, provided that the employee has the skills/ability to perform the work and has more seniority than the employee displaced. This will continue until the last employee in the classification has been reached.

4. An employee bumping into a different classification shall serve a sixty (60) day probationary period in the position into which the employee has bumped. During the probationary period, the employee may be removed from the position and placed on layoff/recall status if the Superintendent determines that the employee is not performing the duties of the new position satisfactorily, provided

(a) the employee's performance is evaluated no later than the mid-term of the employee's probationary period in accordance with the evaluation procedures of this contract; and

- (b) the employee is given adequate instruction on the job duties of the position and is made aware of any aspect of the employee's performance which needs improvement.

D. Recall

1. Any employee who is subject to layoff will have recall rights for a period of two (2) years or until they
  - (a) accept an offered position; or
  - (b) reject a position in the same classification in which the employee was employed at the time of layoff or rejects a position with a higher rate of pay than the position in which the employee was employed at the time of layoff; or
  - (c) fail to respond in 10 days to a job offer.

Employees who are laid off shall be placed on a recall list by seniority. Recall shall be made from this list, with the most-senior qualified employee recalled first, before any new employee(s) is/are hired in any classification for which a laid off employee is qualified.

2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours, or more hours, than the position he/she held prior to the reduction in force.
3. The Board has fulfilled its responsibility herein by sending a written notice of a job vacancy to an employee on the layoff list by certified mail at the last address left by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the recall.
4. Members on layoff shall be permitted to carry group life insurance, dental, and group medical and hospitalization insurance for the period the member is eligible to be recalled from layoff, in accordance with COBRA regulations.
5. If an employee is laid off, he/she shall retain accumulated seniority, provided that he/she has completed the initial probationary period. No seniority shall accrue while in recall status.

5.07 VACANCIES

- A. A vacancy is an opening resulting from the creation of a new position or from the resignation, retirement, termination or reassignment of an employee. When a reassignment does not change the number of employees in the affected job classification, the reassignment shall not be considered to create a vacancy. Whether to fill a position or replace an employee shall be at the sole discretion

of the Superintendent. The vacancy shall be filled in accordance with the terms of this Contract.

- B. A vacancy shall be posted for a minimum of five (5) working days or until filled. A vacancy posting shall include the date of posting, the application deadline, the qualifications for the position, the location of the position, the hours of work, and the months of employment.
- C. A vacancy shall be filled by the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position.
- D. During the summer months, notice of vacancies will be sent to the Association President or designee and posted for five (5) days. Notification will also be placed on the Clermont County DD website, and sent to the employee's home e-mail address if provided by the employee.
- E. Applications to fill a posted vacancy must be submitted to the Human Resources Department, in writing, on or before the application deadline specified in the posting for the vacancy.
- F. Position vacancies will be posted on the Clermont DD website.
- G. Current employees who apply for a vacant position may be interviewed for any vacant position for which they meet the qualifications.

#### 5.08 ASSIGNMENTS / REASSIGNMENTS

- A. The Superintendent/designee retains under this Contract the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this Contract. Assignments/reassignments shall be based on the staffing needs of the agency and/or for performance reasons, and shall not be for arbitrary or capricious reasons. In the case of a reassignment of six (6) days or more, an employee who has not requested such a reassignment will have the opportunity to discuss the reassignment, and the reasons therefore with the Superintendent prior to the reassignment.
- B. Adult service or school-age employees to be reassigned shall be informed, in writing, of the proposed reassignment including specific reasons for said reassignment and will be given at least three (3) days notice. If reassignment involves a change of shift, the employee shall be given ten (10) days notice.
- C. An employee may not be involuntarily reassigned to a position outside the employee's job classification.
- D. An employee who has been reassigned shall not be responsible for his/her original responsibilities that were not performed during the reassignment.
- E. Employees will be notified of an open position in a particular building or enclave three (3) days after the position has been vacated by resignation/retirement or dismissal. Employees should notify their supervisor, in writing, of their interest in the position. Indication of interest is no guarantee of assignment.

- F. When an assignment on second shift becomes available due to a vacancy, transfer or new position, the position will be posted for three (3) days. If no employee applies for the available position, it will be filled by the least senior qualified employee, if the position is not filled by a new employee.

5.09 JOB DESCRIPTIONS

- A. The Board shall have the authority to determine the job descriptions for all job classifications included in the bargaining unit covered by this Contract. The Association shall be furnished a copy of each such job description. Job descriptions shall accurately reflect the duties of a position.
- B. Prior to the Board making a change in any job description for any classification and/or employee covered by this Contract, the Board shall notify the Association and provide the Association an opportunity for input with respect to such change.
- C. In the event there is a change in a job description that changes the duties of a position, the parties shall meet to negotiate a new wage for the position. In the event the parties are unable to agree on a wage, the issue may be submitted to arbitration.
- D. In the event a grievance is submitted to arbitration, the arbitration procedure in the grievance process will be followed.

5.10 MENTORING PROGRAM

- A. School-age employees may be asked to assist, guide or tutor new employees, which is not to be construed as supervision.
- B. Within the first two weeks of a new school year, a school-age mentoring Instructor will be permitted two (2) hours to observe, assist and advise the new Instructor.
- C. A School Age Instructor who is assigned mentoring duties shall be paid a \$500.00 annual stipend for performing such duties.

5.11 BOARD PROGRAM ORIENTATION

- A. Within ninety (90) days of hire, all new employees shall receive a board program orientation.
- B. All Board employees who are licensed, registered or certified under the rules of the DODD shall receive orientation on the specific responsibilities of their job according to the respective DODD rules for the position, and the program goals and objectives, within the first ninety (90) days of their employment.
- C. All other employees shall receive on-the-job training specific to their job responsibilities within the first thirty (30) days of employment.

#### 5.12 IN-SERVICE TRAINING

- A. The long-range planning committee, which shall include at least one (1) bargaining unit member from each department, shall discuss plans for in-service training at the request of either party. Included in in-service topics presented at an in-service training may be those that help the employees maintain Clermont County DD continuing certification requirements.
- B. The Board agrees to make available staff development, training and in-service training as applicable with equal opportunities to all employees. Employees who have close contact with clients on a regular basis shall have input into in-service training which is relevant to those clients.
- C. The Board will provide access to computers for any required computer based professional development.

#### 5.13 LABOR/MANAGEMENT MEETINGS

- A. At the written request of either the Association or the Employer, representatives of both parties will meet to consider and discuss matters of mutual interest on either a building or program level. Concerns that may result in a grievance may be discussed by mutual agreement.
- B. Labor/Management meeting will not be regularly scheduled, but will occur only at the request of either the Association or the Employer at a time and location which is mutually acceptable to both parties. Every effort shall be made by the Association and the Employer to hold a requested meeting within fourteen (14) calendar days after written request for a Labor/Management meeting is served by one of the parties. The Association President shall be the contact person for the Association and the Department Director shall be the contact person for the Employer for purposes of arranging a Labor/Management meeting.
- C. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the requested meeting with a list of the matters to be taken up in the meeting.
- D. The Association and the Employer may each have up to three (3) representatives at Labor/Management meetings.
- E. Labor/Management meetings shall not be for the purpose of continuing collective bargaining negotiations or for in any way modifying or altering the terms of this Agreement, unless both parties expressly agree to a modification as a result of discussion which are properly initiated in the context of a Labor/Management meeting and which agreement is entirely voluntary on the part of both parties.

## ARTICLE 6 - WORKING CONDITIONS

### 6.01 WORK YEAR/WORK WEEK/WORK DAY

- A. The base work year, work hours per week and/or work hours per day for all full-time employees in the bargaining unit covered by this agreement shall be as set forth in Appendix A.
- B. The base work year for school-aged employees shall include six (6) professional days and 178 student days. The base year for newly-employed instructors, instructor assistants and therapists shall include one (1) additional day, which day shall be an orientation meeting prior to the start of school. The newly-employed instructors, instructor assistants and therapists shall be paid at their hourly rate for the hours involved.
- C. The work day for school-aged instructors, therapists and assistants shall be scheduled between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday. The schedule shall include a fifteen (15) minute duty-free lunch. An attempt will be made to schedule all conferences, case conferences and parent-teacher conferences which school-aged instructors, therapists and assistants may be required to attend during the work day. Staff required to attend conferences after work hours will be granted flex time. Flex time may be used for personal reasons and must be taken during non-contact hours. Flex time must be used within a thirty (30) day period from the time earned. If not used in thirty (30) days, flex time shall be paid at time and one-half(1½).
- D. Full- and part-time Early Intervention Specialists, Parent Advisors, and Therapists working the early childhood program shall work a flexible time schedule over a twelve (12) month period. These days shall be scheduled to meet the needs of families and shall be approved by the Director of Early Childhood or designee. The holidays listed in section 9.01(A) shall not be scheduled as workdays. The twelve (12) month period for each staff member is calculated based on a calendar year.
- E. The work week for full-time nurses shall be flexible and scheduled by the supervisor to meet the needs of the program.
- F. Nurses working part-time shall be paid at the hourly rate established according to the nurses' salary schedule. The work year for part-time nurses shall be according to the needs of the program.
- G. The normal work day of facility-based adult service employees, program managers and habilitation technicians shall be scheduled between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, not to exceed ten (10) hours a day. The normal work hours of staff assigned to mobile work crews shall be determined by the hours of the work crew. The daily work hours and beginning and ending hours of a normal work day of adult service employees shall not be changed randomly or capriciously. In the event of a change in normal work hours of the day program staff, the employee(s) affected, the Association representative(s), and management will meet to discuss the rationale for the change at least thirty (30) days prior to the change.

- H. Adult service employees assigned to the day program shall be entitled to take two (2) fifteen (15) minute duty-free breaks as scheduled by their immediate supervisor. An employee with a work day of less than 7.5 hours shall be entitled to one (1) fifteen (15) minute duty-free break. Full-time adult service employees not assigned to the day program shall be entitled to two (2) ten (10) minute duty-free breaks per day.
- I. Included in the work year of adult service employees shall be three (3) days of in-service training, unless those days are required to be cancelled due to calamity day closures.
- J. The standard work day for maintenance employees and custodians shall be 8.5 hours, which includes a one-half hour unpaid lunch period.
- K. Any additional working days added to the base work year specified in Appendix A for a classification/position shall be paid at the applicable per diem/hourly rate.
- L. Nothing in this Article shall prevent the Board from employing part-time employees for less than the base work year/work week/work day set forth in Appendix A.
- M. An employee working fewer than the number of days in the base work year for the employee's classification shall be considered part-time.
- N. Habilitation technicians shall be guaranteed client-free time in their daily work schedule to complete required paperwork. Failure to complete daily paperwork will not result in counseling or discipline provided the employee notifies the supervisor and an alternative time to complete the paperwork has been agreed to by the employee and his/her supervisor.

## 6.02 CALAMITY DAY

- A. The Board reserves the right to have employees covered by this Contract report to work when one (1) or more of the agency's programs may be closed due to weather condition or other unexpected reasons, provided, however, that any employee(s) not required to report to work on any such day shall not suffer any loss of pay. Employees who are required to report to work on such a day will not be docked or disciplined for reporting late, provided the employee makes a good-faith effort to report to work.
- B. In the event the entire agency is closed and no employee is required to report to work, and the day must be made up to meet minimum state requirements, the make-up day may be scheduled on a day the agency is otherwise scheduled to be closed.

6.03 CLASS SIZE / WORKLOAD

- A. The Board agrees to adhere to the Ohio Department of DD's, Ohio Department of Health's and the Ohio Department of Education's regulations pertaining to client/supervisor ratios and student/teacher ratios where such regulations apply.
- B. The staff will be offered input on the staff/client ratios in determining the needs of the individual.
- C. If the statutory regulations change, the Board agrees to negotiate said changes as they affect the bargaining unit member's work.

6.04 SUPPLEMENTAL DUTIES / CONTRACTS

- A. Staff assigned to Special Olympics games will be compensated.
- B. Any employee assigned to provide in-service training shall be given ten (10) days advanced notice of the assignment, except in an emergency situation.

6.05 SUBCONTRACTING

- A. Work currently being performed by members of the bargaining unit shall remain until negotiations with respect to subcontracting have been conducted in accordance with the provisions of R.C. 4117.14.
- B. The provisions of this Article do not apply to temporary subcontracting, such as mechanical repairs or temporary need for additional therapists.

6.06 DRESS CODE

Employees of the bargaining unit will dress professionally and appropriately for their job assignment and working conditions. Inappropriate dress will be addressed individually. There may be additional requirements for safety purposes such as closed toe shoes, length and appropriateness of shorts and pants, etc., which will be individualized by department. Uniforms may be appropriate and required for some positions.

6.07 STAFF LOUNGE

There shall be suitable facilities for eating and relaxing provided in the following three (3) buildings, Grissom, Wildey, and DAC, for the members of this bargaining unit, with a lounge that shall meet the following requirements:

- A. It shall be used exclusively as a staff lounge for employees.
- B. It shall be provided with seating and tables.
- C. There shall be designated staff bathroom facilities.

- D. There shall be one (1) telephone with a direct outside line provided, for local calls only.
- E. Vending machines shall be permitted at each facility.

6.08 MEDICAL TEST/SCREENING

- A. The Board shall pay one hundred percent (100%) of the cost for hepatitis "A" and "B" vaccinations for each employee who desire such. Additional blood test to determine if series was effective and any booster shot deemed necessary by medical personnel shall be paid at 100%. In order to receive this additional benefit, a person must be a current employee of Board.
- B. Any physical or mental examination or tuberculin test required by the Board shall be at the Board's expense.

6.09 EQUIPMENT

The staff shall be provided access to production facilities including, but not limited to, computers, typewriters, supplies and copying machines, which are available to perform the duties of their job.

6.10 DAMAGE TO PERSONAL PROPERTY

When an employee supplies evidence that damages have been sustained to personal items, including, but not limited to, torn clothing, broken glasses, hearing aids, or watches caused either intentionally or accidentally by students/adults, while performing assigned work, the Board shall reimburse the employee for the cost of repairs or replacement, up to a maximum of one hundred fifty dollars (\$150.00) per incident, except that the employee shall be reimbursed 100% for damage to eye glasses and hearing aids. Any damage done to an employee's automobile which results from the employee's use of the automobile on official Board business will be reimbursed to a maximum of the employee's automobile insurance deductible amount. Personal jewelry is not covered or reimbursable.

6.11 UNIFORMS

The Board shall make two (2) protective coverings/uniforms available in 2013, five (5) in 2014 and two (2) in 2015 and each year thereafter. A Labor-Management Committee consisting of one member from each building appointed by the President, and up to three (3) members appointed by the Superintendent, will convene to agree on what is an appropriate protective covering/uniform. Staff will not be permitted to wear protective coverings/uniforms for pre-scheduled community activities except for employment related settings.

New employees hired from 2014 to the end of the Contract will be entitled to up to five (5) protective coverings/uniforms in their first year of employment upon request.

If an employee leaves within the first year of employment, they may be required to return their protective coverings/uniforms.

6.12 TRAVEL / TRANSPORTATION OF STUDENTS/INDIVIDUALS

- A. No employee shall be required to transport a student/adult in their own personal vehicle.
- B. If an employee is directed by an administrator to transport student(s)/adult(s) in a Board owned vehicle, then the Board's own liability shall be the initial insurance protection to the employee and the student(s)/adult(s).
- C. Employees whose jobs require traveling in the performance of their job description shall be reimbursed mileage at the current Board approved rate.
- D. Reimbursement for expenses will be in accordance to the Board's policy on the itemized travel and expense sheet being submitted to the Superintendent's designee. Reimbursement shall be for actual cost of meals, lodging and transportation, as per the Board policy.

6.13 DRUGS AND ALCOHOL

- A. The Clermont County Board of DD is dedicated to providing a healthy and safe environment for its clients and employees. To this end, the Board will comply with all state and federal laws and regulations, including the Drug Free Workplace Act and U.S. Department of Transportation Regulations pertaining to drug and alcohol testing for employees in safety sensitive positions. Additionally, it is the Board's policy to:
  - 1. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
  - 2. Create a workplace environment free from the adverse effects of drug and alcohol abuse and misuse;
  - 3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
  - 4. To encourage employees to seek professional assistance anytime personal problems, including alcohol and drug dependency, adversely affect their ability to perform their assigned duties.

B. Violation of Policy

Violations of this policy are subject to disciplinary action up to and including termination and/or criminal prosecution; provided, however, that anyone driving agency vehicles or transporting an individual receiving services in his/her personal vehicle who tests positive for drug use shall be subject to immediate termination.

6.14 HEALTH AND SAFETY

- A. The parties agree to abide by the Board's Program Participant Health Policy currently in effect at the signing of this Contract, which can be found in Board Policy 1600.
- B. The Board's Occupational Safety and Health Program shall comply with applicable requirements of the basic program elements of the Department of Labor Regulations.
- C. The Board shall provide a safe and healthy workplace which includes training and equipment.
- D. The Board shall ensure that there is access to adequate first aid kit(s) and personal protective equipment at each worksite, and in each vehicle owned by the Board. Portable first aid kit(s) will be provided to each enclave that works outside of Board-owned buildings.
- E. Bargaining unit members whose job duties include providing direct service to individuals shall receive training in responding to and addressing the conduct, behaviors, and mental health issues of individuals which present safety issues for the individual, other individuals, and employees.

6.15 DELEGATED NURSING

- A. Delegated nursing will be performed on a volunteer basis. If no volunteers are available, employees shall be selected from a pool of trained staff, selected by the RN whose license it affects.
- B. For delegated nursing tasks other than dispensing medication, the nurse shall not delegate such other tasks unless necessary and only after giving due consideration of the employee's capability in performing the specific delegated task.

**ARTICLE 7 - LEAVES OF ABSENCE**

7.01 SICK LEAVE

- A. Each employee covered by this Contract shall be entitled to sick leave with pay, which may be used for personal injury or illness, pregnancy, exposure to contagious disease, or illness or death of a member of the immediate family. For purposes of this Article, immediate family shall include the employee's spouse, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, respective in-laws, or other person who assumes a similar relationship to the employee and who resides in the employee's household.
- B. Sick leave shall be credited and accumulated at the rate of .0575 hours per hour while on active pay status. For purposes of this article active pay status shall be defined as hours actually worked, holidays, vacation, paid sick leave, other authorized paid leave, and for school employees, the period between the end of one (1) school year and the start of the succeeding school year.

- C. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour or portion thereof in no less than fifteen (15) minute increments.
- D. A new full-time employee shall be advanced up to five (5) days of sick leave in the first year of employment. Such advance shall apply toward sick leave credit to be earned in that year. Advancement of sick leave to a new part-time employee shall be prorated based on the employee's work schedule.
- E. An employee having unused accumulated sick leave from another school district or another Ohio public subdivision shall be credited with such sick leave upon providing verification of such accumulated sick leave.
- F. In order to qualify as paid sick leave, an employee must furnish to his/her supervisor the appropriate form to justify the use of sick leave. Said form should be furnished on the day of return to work, but must be furnished no later than the following pay day.
- G. An employee taking five (5) or more consecutive days of sick leave may be required to provide a physician statement or other appropriate verification justifying the use of the sick leave taken.
- H. An employee must provide a minimum of twenty-four (24) hours notice of a doctor's appointment or medically-related appointment, except in an emergency situation, in order to be able to use paid sick leave for the appointment.
- I. Falsification of either a written, signed statement or a physician's certificate, shall be grounds for disciplinary action including termination.
- J. An employee who has exhausted paid sick leave who is still unable to return to work, shall be required to use up to one-half (1/2) of his/her accumulated vacation and personal leave before going on an unpaid leave of absence.
- K. This Contract does not supersede any rights accorded employees under the Family Medical Leave Act of 1993 as amended.
- L. The Superintendent may send a letter to any employee who has used sick leave in such a manner that is frequent and sporadic, and is not related to the treatment of a chronic illness or condition suffered either by the member or those individuals named in Article 7, Section 7.01(A) of the Negotiated Agreement.

For the purpose of this agreement, the parties agree that "frequent and sporadic" may be defined as the use of four (4) sick days during a quarter in such a way that suggests a pattern that could lead to the use of sixteen (16) sick days over the course of twelve (12) months.

This letter shall serve notice to the employee that his/her attendance is of concern. This letter shall also remind the employee that the misuse of sick leave may be grounds for disciplinary action up to and including termination.

7.02 ASSAULT LEAVE

- A. An employee covered by this Contract who is physically assaulted while performing his/her work duties, which results in the employee being unable to perform his/her work duties, shall be entitled to assault leave. Such leave shall be for a maximum of seven (7) days per work incident and such leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not accumulate.
- B. In addition to a full disclosure of the circumstances surrounding the assault, a physician's statement verifying the employee's disability may be required by the Superintendent when assault leave is requested.
- C. An employee shall not be entitled to assault leave when the assault is to another employee of the Board.
- D. Employees shall report immediately to their supervisor all cases of assault suffered by them in connection with their employment.
- E. The employee shall complete and sign the assault leave form to report his/her use of assault leave.
- F. Assault leave is not applicable to an employee on wage continuation.

7.03 PERSONAL LEAVE

- A. Full time employees covered by this Contract who have completed the probationary period shall be entitled to two (2) times the number of hours worked per day of personal leave, with pay, per calendar year except in 2013 where three (3) times the number of hours worked per day will be available for personal leave. Personal leave may be used in one-half (1/2) hour increments. Such personal leave shall not accumulate from year to year. Early Intervention Specialists and Therapists are entitled to personal leave based on a 6.5 hour day.
- B. Except in cases of emergency or beyond the control of the employee, requests to take personal leave must be made in writing on the appropriate form to the employee's immediate supervisor at least twenty-four (24) hours prior to the date for which the leave is requested. Except in cases of emergency or a situation beyond the control of the employee, personal leave must be approved in advance in order for it to qualify as such under this Article.
- C. If the employee is not notified within forty-eight (48) hours from the time the request for personal leave was received, or no less than twenty-four (24) hours prior to the date for which the leave is requested, whichever is sooner, that the requested leave has been denied, the requested leave shall be considered to have been approved. In the case of personal leave requested twenty-four (24) hours prior to the date for which the leave is requested, the employee will be verbally notified whether the requested leave has been approved. If no notification is given, the requested leave shall be considered to have been approved.

- D. Up to two (2) unused personal days will be paid at the employee's per diem rate of pay. Payment will be made in January. In 2013, up to three (3) unused personal days will be paid at the employees per diem rate of pay. Payment will be made in January.

#### 7.04 PROFESSIONAL LEAVE

- A. Employees covered by this Contract may be granted a day or days of leave without loss of pay to attend meetings, seminars, classes, and workshops that will further the professional development of the employee and/or enhance the work performance of the employee. Application for such leave shall be made at least ten (10) days in advance.
- B. The leave request may be approved with full or partial reimbursement, or without reimbursement, of expenses. Upon approval of full or partial reimbursement, the employee will be reimbursed according to the county auditor's policy for reimbursement.

#### 7.05 JURY AND COURT LEAVE

The Board shall grant an employee leave with pay to serve on a jury on a day that the employee would be at work. The employee shall not suffer loss of pay when subpoenaed by, or to give testimony on behalf of, the Board and shall be able to retain any sums paid to him/her for their services.

#### 7.06 MILITARY LEAVE

The Board will follow the Uniformed Services Employment and Reemployment Rights Act (USERRA) and shall grant military leave to all employees according to those requirements

#### 7.07 UNPAID LEAVE OF ABSENCE

- A. Upon written request, the Superintendent may grant a leave of absence without pay for up to one (1) year for illness or other disability, educational, professional or other purposes. Such leave may be extended with the approval of the Superintendent for up to another year.
- B. Upon the request of any bargaining unit employee, a leave of absence without pay shall be granted to care for a newborn infant or for the adoption of a minor child according to the guidelines established by the Family Medical Leave Act (FMLA).
- C. All requests for leaves under this Article must be in writing and must specify the reasons why the leave is being requested. Such request must include the date the leave is to begin and to terminate.
- D. Employee granted unpaid leave under this Article shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

- E. Upon returning to service at the expiration of an unpaid leave of absence, the employee shall return to the employee's job classification at the time the leave started, except that upon completion of a leave of absence of thirty (30) days or less, the employee shall be returned to the same position held at the time the leave started.
- F. Employees on approved unpaid leaves of absence shall remain on the agency's payroll records while in inactive pay status for the purpose of group term life, hospitalization, surgery or major medical insurance. The Board shall not be obligated to pay the premium for these insurances. The Board is not responsible for paying the employee's portion of premiums when on an unpaid leave of absence that qualifies for Family Medical Leave (FMLA). After FMLA has been exhausted, or while on another form of approved unpaid leave of absence, the employee may cancel or change insurance due to a change in income or circumstance. An employee on an unpaid leave of absence may, at his/her option, continue to carry insurance according to COBRA regulations and must pay the COBRA premium. No other compensation or fringe benefits shall be provided while an employee is on an unpaid leave of absence.

## **ARTICLE 8 - COMPENSATION**

### **8.01 SALARIES**

- A. All Bargaining unit salary ranges shall be increased by 1% (one percent) in 2014. All bargaining unit salary ranges shall be increased by 1% (one percent) in 2015.
- B. Any member who is not at the top of their salary range shall receive a 0% (zero percent) salary increase in 2013, a 3% (three percent) increase in 2014, and 3% (three percent) salary increase in 2015, unless their salary reaches the top of the salary range, in which case their salary will equal the top salary in the salary range.
- C. In 2014 and 2015, any member whose salary is above the top of their salary range shall be paid a stipend equal to \$500. The stipend shall be prorated according to the percentage of hours an employee works that are less than the hours associated with their classification.

### **8.02 PLACEMENT ON THE SALARY RANGE**

- A. An employee shall be placed in the appropriate salary range according to the employee's training and experience. An employee who voluntarily transfers to a new classification shall be placed at no higher than the fifth (5) experience step for the classification or their current salary, whichever is higher, unless the highest range in the range of the new classification is less than the current salary, in which case their salary will equal the highest salary in the range of the new classification.
- B. Bargaining unit employees employed in the classifications listed below shall receive a one-time increase of \$2,000, which amount shall be added to the

employee's hourly wage rate in effect at the time of the payment, upon obtaining an Associate's degree from an accredited institution, provided the degree program was job related and will enhance the employee's ability to perform his/her current job assignments, and provide further that the degree program was approved in advance by the Superintendent as qualifying for the payment provided for in this paragraph. The job classifications to which this paragraph is applicable are: Habilitation Technician, Non-degreed Professional, and Instructor Assistant. Such approval shall not be withheld for arbitrary or capricious reasons, and denial of approval shall be subject to the grievance procedure.

- C. Bargaining unit employees employed in the classifications listed below shall receive a one-time increase of \$3,000, which amount shall be added to the employee's hourly wage rate in effect at the time of the payment, upon obtaining a Master's degree from an accredited institution, provided the degree program was job related and will enhance the employee's ability to perform his/her current job assignments, and provide further that it was approved in advance by the Superintendent as qualifying for the payment provided for in this paragraph. The job classifications to which this paragraph is applicable are: Adult Degreed, Early Intervention Specialist, and Parent Advisor. Such approval shall not be withheld for arbitrary or capricious reasons, and denial or approval shall be subject to the grievance procedure.
- D. A registered nurse (RN) who obtains a BSN (Bachelor of Science and Nursing) shall receive a one-time increase of \$3,000, which amount shall be added to the employee's hourly wage rate in effect at the time of the payment.
- E. Newly hired employees shall be paid at an additional 2% (two percent) of the base salary for the employee's classification for each year of experience credit awarded at the time of hire, up to a maximum of five (5) years of experience.
- F. School Age Instructors will be placed on the Clermont County ESC salary schedule at the appropriate step and training level effective the first pay period of each school year. If the Clermont County ESC eliminates the salary schedule for teachers, School Age Instructors will continue to be paid according to the salary schedule in effect at the time the Clermont County ESC abolished the schedule.

School Age Instructors will be placed on the Clermont County ESC salary schedule, prorated for CCDD work days/hours, at the appropriate step and training level for each school year. If the Clermont County ESC eliminates the salary schedule for teachers, School Age Instructors will continue to be paid according to the salary schedule in effect at the time of its abolishment.

Nine-month School Age Employees, except School Age Instructors, shall receive the same increases as all other Bargaining Unit Employees beginning with first pay of the school year.

8.03 RECOGNIZED PLACEMENT CRITERIA

- A. Any degree referred to above shall mean an earned degree from an accredited institution.
- B. Three (3) quarter hours shall equal two (2) semester hours.
- C. School Age Instructors shall be provided with service credit in accordance with ORC Chapter 3317. All other employee related experience will be evaluated by the Superintendent.

8.04 ANNUAL SALARY NOTICE

Each Bargaining Unit employee shall receive, annually in January, a written salary notice; School Age Instructors shall receive a written salary notice with the first pay of the school year.

The salary notice shall include:

- 1. The employee's rate of pay;
- 2. The number of hours in the employee's standard workday;
- 3. The number of days in the employee's standard work year;
- 4. The employee's annual salary;
- 5. The employee's bi-weekly pay;
- 6. The employee's job classification;
- 7. For School Age Instructors, the ESC salary schedule in effect for that year and the formula used their prorated salary.

8.05 PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the wages of any employee member of the Association the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization from any employee member of the Association. All monies deducted for such purposes shall be paid promptly to the Association.
- B. Deductions will be made in as nearly equal pay period installments as possible during the year and in an amount determined by the Association. Deductions shall begin with the first pay period in October.
- C. The Board, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.

- D. The Association on or before September 15 shall transmit to the Board a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Association. The Association shall collect and maintain a file of member authorization payroll deduction cards. Such cards shall contain the following:

*This is to authorize payroll deductions for dues from my pay in the amount determined by the Association and as contractually provided. This authorization shall remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the Contract in effect on this date.*

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

- E. The Board will continue the Section 125 payroll procedures already in place.
- F. The Board will continue all of the current payroll deduction programs already in effect.

#### 8.06 OVERTIME PAY

- A. An hourly rated or non-exempt salaried employee who is required to work more than forty (40) hours in a work week will be entitled to overtime compensation. Time up to forty (40) hours will be straight time; hours actually worked over forty (40) hours will be paid at one and one-half (1 1/2) times the regular rate of pay.
- B. So far as is practical, opportunities to work overtime in a particular building or in a particular job classification shall be distributed as equally as possible among the employees in that building or in that job classification, provided the employees are fully qualified to perform the overtime work required. An employee who declines to work overtime when it is offered will not be paid for the overtime hours but will be deemed to have worked the overtime hours for the purpose of equalizing offered overtime. In the event all employees in a building in the classification in which overtime is to be worked, or in the classification, decline the overtime, the least senior employee(s) may be required to work the overtime.
- C. Hourly rated/non-exempt salaried employees not regularly scheduled to work on Saturday who are called into work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the applicable rate. Hourly rated/non-exempt salaried employees called to work on Sunday shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay.

#### 8.07 BOARD PICKUP OF PERS OR STRS CONTRIBUTION

- A. 1. For tax sheltering purposes only, the Board shall designate and consider (i.e., "pickup") each employee's mandatory contribution to the State Teachers Retirement System or to the Public Employees Retirement System, as applicable, by the salary reduction method.

2. The amount of an employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the applicable retirement system.
  3. No employee's total earnings paid by the Board shall be increased by application of this Article, nor shall the Board's contribution to the applicable retirement system or any other cost be increased thereby.
  4. The Association agrees that the Board assumes no other or further liability to any person or entity under this Article, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities.
  5. The Board shall have the right to immediately and unilaterally discontinue all of its obligations under this Article if so ordered by the applicable retirement system and/or the Internal Revenue Service or Ohio taxing authorities, notwithstanding any provision contained in this Contract to the contrary. The Ohio Attorney General and rules of the said retirement systems, and such rules as the aforementioned agencies, including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this Article.
  6. The "pickup" amount shall be included in the employee's annual base salary for purposes of computing weekly rates of pay, daily rates of pay, hourly rates of pay, and for determining pay or salary due to absence or for any other purpose under this Contract.
- B. The "pickup" percentage shall apply uniformly to all employees in the bargaining unit and no employee covered by this Contract shall have the option to elect a wage increase or other benefit in lieu of the "pickup".
- C. The "pickup" shall become effective as soon as it can be implemented after the execution of this Contract.

#### 8.08 SHIFT DIFFERENTIAL PAY

Effective with the first pay period after the execution of this contract, an employee whose workday begins after 12:00 noon shall be paid a shift differential of fifty cents (\$.50) an hour in addition to the employee's regular rate of pay. When an employee works a split-shift and the second half of the split-shift begins after 12:00 noon, the employee will receive the shift differential for all hours worked after 12:00 noon.

#### 8.09 CALL-IN PAY

- A. Maintenance and custodial employees called to work before the beginning of the scheduled shift shall be paid a minimum of two (2) hours at the employee's regular rate of pay.
- B. An employee's regular shift shall not be reduced as a result of reporting to work early.

8.10 CALL BACK PAY

An employee called back to work after the regular hours of work shall be paid a minimum of two (2) hours at the employee's regular rate of pay.

8.11 INTERNAL SUBSTITUTION

A. In the event a teacher is absent and a substitute teacher is not employed or assigned to the classroom, the teaching assistant who is then required to supervise the class for one-half (1/2) of the day or more shall be paid one-half (1/2) of the substitute rate for the one (1) full day of supervising and a prorated portion of that pay for time supervised from one-half (1/2) day to a full day.

8.12 COMPENSATORY TIME

A. An employee covered by this Contract who is subject to the overtime provisions of this Contract who works overtime hours as defined in Section 8.07 may elect to take compensatory time off from work at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in lieu of pay for such overtime hours. Such election must be made at the time the overtime hours are worked by notice to the employee's immediate supervisor. A maximum of forty (40) hours of compensatory time may be accumulated.

B. An employee's immediate supervisor must approve the taking of compensatory time before such time can be taken. In the event an employee decides not to take compensatory time off, and/or in the event the operational needs of the agency prevent an employee from taking compensatory time off, within thirty (30) days of the date such time was earned, the employee shall be paid for the overtime hours worked applicable to such compensatory time in the next pay period.

8.13 SECTION 125 PLAN

The Internal Revenue Service Section 125 Plan that is currently in effect shall remain during the duration of this Contract.

8.14 STIPEND PAY

Effective with the first pay period after the execution of this agreement, employees supervising Mobile Work Crews will be paid a stipend of ten dollars (\$10.00) per day for each full day (minimum of four [4] hours) worked in one of these programs.

## ARTICLE 9 - FRINGE BENEFITS

### 9.01 HOLIDAYS

- A. Full-time employees with a base work year of two hundred fifty-five (255) days or more shall be paid their regular rate of pay for the following holidays:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- B. In order to qualify for pay for holidays not worked, an employee eligible for holiday pay (employees scheduled to work 255 days or more) must work the scheduled workday before and the scheduled workday after the holiday unless the employee's absence is excused because of vacation, injury, illness or other excused absence. A doctor's excuse for personal illness or injury may be required.
- C. All employees required to work on a holiday shall be paid at one and one-half (1.5) the applicable rate for the hours worked in addition to the holiday pay.
- D. The following days will not be included in the standard work year for all full-time and part-time employees with a standard work year of less than two hundred fifty-five (255) days:

Thanksgiving Friday  
December 23  
Christmas Eve  
The weekdays between Christmas and New Years Day

- E. The days listed in paragraph (D) above shall not be considered paid holidays within the meaning of this Article. An employee, not normally scheduled for these days, shall be paid his/her per diem rate of pay if required to work on one of these days, except for calamity make-up days.
- F. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday.

9.02 VACATION

- A. Employees covered by this Contract whose base work year is two hundred forty (240) days or more shall be granted a vacation with pay based on hours normally worked as follows:

<u>Years of Completed Service</u>	<u>Days of Paid Vacation</u>
1-6	ten (10)
7-10	fifteen (15)
11-16	twenty (20)
17-24	twenty-five (25)
25 or more	thirty (30)

- B. Vacation credit can be accumulated to a maximum of, and not to exceed, three (3) years of accrued vacation time.
- C. No vacation will be credited until after the expiration of one (1) year of continuous public service. Vacations will not be credited for any fractional part of the year of service, except where, after an employee has completed one (1) year or more of consecutive service, the employee is laid off, retires or dies, in which event the employee will receive payment on a pro-rata basis for the vacation accrued at the time of lay-off, retirement or death. An employee whose employment is terminated, for any reason, after earning his/her vacation, but who has not taken such vacation, shall be paid the vacation pay earned.
- D. The administration will endeavor to grant vacation at the time the employee requests vacation insofar as it is possible to do so in accordance with the staffing needs and work load of the agency. In case of conflict, vacation requests will be scheduled in the order received, in accordance with staffing needs relative to that person's job description. It is understood that the number of employees allowed to go on vacation during any one time period will be determined by the administration, in accordance with the staffing needs and work load of the agency. Twelve-month adult services direct service employees will take four (4) days of the credited vacation during a Fourth of July shutdown of the adult services day program. Shut-down will be the week which includes the Fourth of July or the day on which the Fourth of July is celebrated pursuant to Section 9.01(F) of this Article."

9.03 SICK LEAVE CONVERSION

Once annually, in January, a full-time employee shall be permitted to convert five (5) sick leave days to two (2) personal days, which must be used in that calendar year. The employee must have a minimum of ten (10) accrued sick days at the time of conversation in order to convert sick leave days under this provision.

9.04 INSTRUCTIONAL MATERIALS ALLOWANCE

- A. School Age instructors and therapists shall be allotted four hundred dollars (\$400.00) each school year for the purpose of purchasing instructional materials.
- B. Adult Services will receive supplemental program materials as recommended by the Association Employee Committee and as approved by the Adult Services Director or designee.
- C. The Early Intervention Program will receive program materials as needed for their jobs.

9.05 SEVERANCE PAY

The Board will pay for accumulated sick leave upon retirement of the employee as follows:

- 1. One quarter (1/4) of the employee's per diem rate for all unused sick leave to a maximum of thirty (30) days upon retirement under the Public Employees Retirement System or State Teachers Retirement System.

9.06 HEALTH INSURANCE BENEFITS

- A. The Board shall provide health insurance to full-time employees covered by this agreement through the health insurance plan provided by the Clermont County Commissioners to Clermont County employees under the Commissioners' jurisdiction. The amount of the Board's contribution, and the amount of the employee's contribution, towards the cost of health insurance shall be the contribution ratio approved by the County Commissioners for all County employees.
- B. All insurances provided pursuant to this contract shall be subject to the conditions, including any conditions with respect to open enrollment period and changes in types of coverage (e.g. single to family), set forth in the applicable insurance contracts between the involved insurance company and the Clermont County Commissioners. In the event there is any change in the insurance coverages provided by the County Commissioners, this section may be reopened for negotiations.
- C. Any payment in lieu of not taking health insurance will be equal to the amount established by the Board of County Commissioners to be paid to Clermont County employees under the Commissioners' jurisdiction in lieu of taking health insurance.
- D. The Board will attempt to provide to the Association a copy of the master insurance plan which includes all benefits available under the cafeteria plan to the Association.

9.07 TUITION REIMBURSEMENT

- A. The Board may provide reimbursement for tuition costs associated with the attendance by a full-time employee in work related courses or programs offered by accredited universities, colleges or technical schools for the purpose of assisting employees in more adequately and effectively carrying out current job assignments and in promotional advancements. A degree is job related when such a degree is required or necessary to hold any particular position with the Board, or is in fact, related to an employee's current duties with the Board. As long as an employee is enrolled in such a degree program, any course required to be taken in that program will be reimbursable.
- B. Participation in a tuition reimbursement program must be open for participation by all full-time employees within the jurisdiction subject to the specific provisions of the program.
- C. Attendance at seminars, workshops, and training sessions other than courses of instruction provided on a tuition basis by an accredited university, college or technical school shall not be subject to this policy.
- D. In order to qualify for tuition reimbursement, the following requirements must be met:
  - 1. The employee must be full-time and have successfully completed his/her one (1) full year of employment.
  - 2. The course must be offered by an accredited institution.
  - 3. The course or the degree program requiring the course must be job related and must provide enhanced ability to perform current job assignments or preparations for advancement within the DD program. For non-job related courses, evidence must be submitted at the time of application that the course is required and/or accepted as credit under a job related degree program in order to be eligible for reimbursement.
  - 4. The application must have prior approval by the tuition reimbursement review committee and the Superintendent.
- E. An employee wishing to request tuition reimbursement must submit a written application to his/her department head along with a course description at least fifteen (15) working days prior to the commencement of classes. If prior approval is received, final reimbursement is subject to the requirements of paragraph (G) of this section.
- F. The tuition reimbursement committee shall verify the applicant's eligibility and availability of funds within current appropriations. The application will be reviewed by the tuition reimbursement review committee. The committee shall issue a recommendation to the Superintendent to either accept or reject the application based upon job relatedness, the status of the institution and other factors set forth herein.

- G. Once approved by the Board, an employee shall be reimbursed at a rate of eighty percent (80%) of the cost of tuition, fees and books related to the course(s) approved for which a grade of C or better is received. Total reimbursement under this policy is limited to two thousand dollars (\$2,000.00) per employee in any year.
- H. Employees participating in the tuition reimbursement program agree to continue Board employment for a year after the last class reimbursed under this program. Any employee who voluntarily terminates employment with the Board before the completion of that year shall repay the Board for the balance of the reimbursed amount based on the following schedule:
  - 1. All one hundred eighty-four (184) day employees shall repay one-ninth (1/9) for each month not fulfilled;
  - 2. All other employees shall repay one-twelfth (1/12) for each month not fulfilled.
- I. Courses for which reimbursement is made under this policy must be taken during the employee's non-work hours.
- J. Non-contact time may be taken to attend classes with the approval of the Superintendent. Such approval shall not be arbitrarily withheld.

## **ARTICLE 10 - CONCLUSION**

### **10.01 MAINTENANCE OF CONTRACT**

The Board and the Association shall agree to honor the terms and conditions as set forth in this Contract.

### **10.02 SEVERABILITY**

- A. This Contract supersedes and prevails over all statutes of the State of Ohio [except as specifically set forth in Section ORC 4117.10(A)], all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Board. The Board shall not be required to report Bargaining Unit personnel actions to the Ohio Department of Administrative Services. However, should the State Employment Relations Board or any court of competent jurisdiction determine after all appeals or times for appeal have been exhausted that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.
- B. The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

### **10.03 ANNUAL APPRECIATION EVENT**

Once annually an Employee Appreciation and Recognition Event will be held for the employees of the Clermont County Board of DD. Planning of this event will be done by members of the Public Relations Committee which is representative of members of labor and management.

10.04 DURATION

This Contract shall be effective from January 1, 2013 through December 31, 2015.

This Contract is executed this 25<sup>th</sup> day of April 2013.

**CLERMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

By: [Signature] 4/25/2013  
President Date

By: [Signature] 4/25/2013  
Superintendent Date

**CLERMONT COUNTY SPECIAL EDUCATION ASSOCIATION**

By: [Signature] 4/25/2013  
Association President Date

By: [Signature] 4/25/2013  
Negotiating Team Member Date

**APPENDIX A – BASE WORK YEAR/WORK WEEK/WORK DAY**

CLASSIFICATION	DAYS PER YEAR	HRS PER DAY	HRS PER YEAR	HRS PER WEEK
Cafeteria Worker	184	6.5	1196	32.5
Clerk—Community Support	240		1920	
Clerk Adult Services and EI	240	8	1920	40
Custodian	260	8.5	2080	40
Early Intervention OT	204		1326	
Early Intervention PT	204		1326	
Early Intervention SLP	204		1326	
Early Intervention Specialist	204		1326	
Habilitation Technician	240		1800	37.5
HMG Part C Service Coord	240	8	1920	40
Instructor	184	6.5	1196	32.5
Instructor Assistant	184	6.5	1196	32.5
Job Placement Specialist	255	8	2040	40
LPN*	240			37.5
Maintenance Worker II	260	8.5	2080	40
Parent Advisor*	200		1300	
Physical Development Specialist	184	6.5	1196	32.5
Program Manager	240		1800	37.5
RN Nurses	240			37.5
School Age Clerk	204	8	1632	40
School Age OT/OTA	184	6.5	1196	32.5
School Age PT/PTA	184	6.5	1196	32.5
School Age SLP	184	6.5	1196	32.5
Truck Driver	240	8	1920	40

\* The maximum number of hours any Parent Advisor may work is 220 hours.

Note: Any of the above positions may also be pro-rated for part-time.

Note: Any blanks indicate flexibility of schedule

Note: \* School Age LPN – 9 month position

**SALARY RANGES – CLERMONT COUNTY BOARD OF DD**

The salary range for each classification except School Age Instructors shall be as follows:

Maintenance Workers II	\$14.00 per hour to \$21.00 per hour
Truck Driver	\$14.00 per hour to \$20.00 per hour
Custodians	\$11.00 per hour to \$18.00 per hour
Clerical	
Clerk I	\$12.00 per hour to \$18.00 per hour
Clerk II	\$13.50 per hour to \$19.00 per hour
Clerk III	\$14.50 per hour to \$23.00 per hour
Habilitation Technician	\$11.92 per hour to \$25.00 per hour
Adult Degreed (Program Manager and Job Placement Specialists)	\$19.50 per hour to \$32.00 per hour
Non-Degreed Professional	\$13.00 per hour to \$22.00 per hour
Nursing	
LPN	\$17.00 per hour to \$25.00 per hour
RN	\$21.12 per hour to \$35.00 per hour
Instructor Assistant	\$11.92 per hour to \$25.00 per hour
Cafeteria Worker	\$11.92 per hour to \$25.00 per hour
Early Intervention Specialist	\$22.33 per hour to \$34.08 per hour
Early Intervention Specialist with Masters' Degree	To \$44.36 per hour
Parent Advisor	\$22.33 per hour to \$34.08 per hour
Parent Advisor with Master's Degree	To \$44.36 per hour
Occupational Therapy Assistant	\$22.50 - \$30.69
Physical Therapy Assistant	\$22.50 - \$30.69
Therapists	
OT	\$34.99 per hour to \$46.40 per hour
PT	\$38.28 per hour to \$46.40 per hour
Speech	\$32.58 per hour to \$50.52 per hour

A newly hired employee shall be paid an additional 2% of the base salary for the employee's classification for each year of experience credit awarded at the time of hire, up to a maximum of five (5) years of experience. (Making this a five step salary schedule for new hires only with 2% between steps).

### APPENDIX B – GRIEVANCE FORM

GRIEVANCE NO: \_\_\_\_\_

#### CLERMONT COUNTY SPECIAL EDUCATION ASSOCIATION

#### GRIEVANCE FORM

**Grievance Definition:** Grievance - A claimed violation, misinterpretation or misapplication of the provisions of the master contract.

Specify which portion of the above statement applies, giving date, time, persons involved and other facts of the situation being grieved.

**GRIEVANT:** \_\_\_\_\_

**IMMEDIATE SUPERVISOR:** \_\_\_\_\_

**CLASSIFICATION:** (check one) Individual: \_\_\_\_\_ Group: \_\_\_\_\_ Association: \_\_\_\_\_

**DATE THE CAUSE OF THE GRIEVANCE OCCURRED:** \_\_\_\_\_

**SECTION(S) OF CONTRACT VIOLATED:** \_\_\_\_\_

**GRIEVANT DESIRED SOLUTION:** \_\_\_\_\_

\_\_\_\_\_  
*Grievant Signature*

\_\_\_\_\_  
*Date*

**LEVEL 1 GRIEVANCE RECEIVED BY:** \_\_\_\_\_  
Supervisor Date

**DISPOSITION OF GRIEVANCE, LEVEL 1:** \_\_\_\_\_

**DATE OF DISPOSITION RESPONSE:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
(Immediate Supervisor)

\_\_\_\_\_  
Title