

STATE EMPLOYMENT
RELATIONS BOARD

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CONTRACT

BETWEEN THE

**MEIGS COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**CARLETON SCHOOL/MEIGS INDUSTRIES
EDUCATION ASSOCIATION**

July 1, 2013 through June 30, 2015

TABLE OF CONTENTS

ARTICLE		PAGE
1	Sanctity of Agreement	1
2	Recognition	1
3	Dues Deduction	2
4	No Strike/No Lockout.....	4
5	Waiver In Case of Emergency	5
6	Severability	5
7	Association Representation.....	5
8	Management Rights	6
9	Rules and Regulations.....	6
10	Grievance Procedure.....	6
11	Corrective Action.....	9
12	Seniority.....	10
13	Vacancy and Promotion.....	11
14	Probation Periods.....	13
15	Temporary assignments	14
16	Personnel Files.....	14
17	Health and Safety.....	16
18	Labor/Management Meetings.....	16
19	Bulletin Board.....	17
20	Non-Discrimination	18
21	Hours of Work/Overtime	18
22	Sick Leave.....	21
23	Military Leave.....	22
24	Personal Leave.....	22
25	Bereavement Leave.....	22
26	Maternity/Paternity/Adoption Leave	22
27	Court Leave.....	23
28	Family and Medical Unpaid Leave.....	23
29	Holidays	24
30	Vacation	25
31	Wages.....	25
32	Insurance	26
33	PERS/STRS Pickup	28
34	Physical Examinations.....	28
35	Local Professional Development Committee	28
36	Drug Free Work Place Policy and Awareness Program	28
37	Severance Pay	30
38	Duration of Agreement	31
39	Signatures.....	32
Appendix A	Grievance Form	33
Appendix B	Non-Teacher Employee Salary Schedule	34
Appendix C	“New Hire” Teacher Salary Schedule	37

**ARTICLE 1
SANCTITY OF AGREEMENT**

- 1.01 The Meigs County Board of Developmental Disabilities (hereinafter referred to as the Employer) recognizes the Carleton School/Meigs Industry Education Association (hereinafter referred to as the CS/MIEA) an affiliate of the Ohio Education Association/NEA, as the sole and exclusive representative for the purpose of representing employees in the bargaining unit as defined in Chapter 4117 of the Ohio Revised Code. No agreement, alteration, understanding, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.
- 1.02 This Agreement may be altered or modified by mutual agreement of the Employer and the CS/MIEA but such alteration or modification must be made, ratified and executed in writing between the parties.
- 1.03 All days referred to in this agreement, unless specifically identified as calendar days, shall mean actual work days during the program year. During the summer, days shall be Monday through Friday, excluding holidays.

**ARTICLE 2
RECOGNITION**

- 2.01 Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed both full and part-time by the Employer in the following classifications:

Clerk (those duties not precluded by Section 2.2)
Cook
Assistant Cook
Instructor (Early Intervention, Preschool, School age)
Habilitation Specialist II/Coordinator
Habilitation Program Specialist I
Instructor Assistant
Maintenance Repair Worker I
Physical Development Instructor
Speech Therapist
Vehicle Operator I
Vehicle Operator II, CDL (9 month)
Vocational Evaluator
Workshop Specialist I & II (Inclusive of Job title: Job Coach)
Physical Therapist
Health Services Coordinator
Vehicle Aide

- 2.02 Notwithstanding the provisions of this Article, the following positions are excluded from the Bargaining Unit: Superintendent, Operations Director, and all other supervisory, professional or confidential classification(s) not included in this contract or pursuant to ORC 4117.01 and casual, seasonal, substitute employees and students whose purpose is fulfilling an education or training requirement.
- 2.03 Should the Employer create a new position or reclassify a position which would remove or exclude the position from the bargaining unit, the Employer shall meet with the CS/MIEA prior to the implementation of such new position or reclassification to discuss the possible inclusion of the new position in the bargaining unit. If within five (5) days of the above meeting the parties are unable to agree as to the status of the new, or reclassified position(s) in question the parties will jointly submit the issues to the State Employment Relations Board for unit determination within seven (7) calendar days of either party's request. The decision of the Board will be final and binding on both parties.

The Employer may implement the new position or reclassification during the pendency of such negotiations or determinations.

ARTICLE 3 DUES DEDUCTION

- 3.01 The Employer agrees to deduct Association membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual initial probationary periods.
- 3.02 The Employer agrees to deduct regular Association membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- 3.03 The Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.
- 3.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with terms of this Agreement; or (6) resignation of the employees from the Association.
- 3.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Association dues.
- 3.06 The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the

Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount.

3.07 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Association during October of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

3.08 Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, except those employees who did not join during the 1998-99 school year, unless they subsequently join the Association, a fair share fee for the Association's representations of such non-members during the term of this agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Said deduction of the fair share fee for all new and current bargaining unit members except as noted above shall be effective with the ratification of this contract.

- A. The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about October 1 of each year during the terms of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 31 until the second paycheck.
- D. The Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- E. The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- F. The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association

and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that the Employer acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- I. Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

ARTICLE 4 NO STRIKE/NO LOCKOUT

4.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the CS/MIEA recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Meigs County.

Therefore:

- A. The CS/MIEA and bargaining unit members covered by this Agreement agree they will "not strike" during the term of this Agreement. "Strike" means concerted action in failing to report to duty; willful absence from one's position, stoppage of work, slowdown or abstinence in whole or part from the full faithful and proper performance of the duties of employment for the purpose of including, influencing, or coercing a change in wages, hours, terms and other conditions of employment.
- B. When the Employer notifies the CS/MIEA that any of its members are engaged in any such strike activity, as outlined herein, the CS/MIEA shall immediately instruct all employees to immediately return to work.
- C. Any employee failing to return to work after notification by the CS/MIEA as provided herein, or who participates in or promotes such strike activities as previously outlined, may be subject to discipline and/or discharge.

4.02 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively shall, unless those employees have violated Section 1. above, authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement.

**ARTICLE 5
WAIVER IN CASE OF EMERGENCY**

- 5.01 In cases of emergency that affect the Employer's ability to operate the program declared by the President of the United States, the Governor of the State of Ohio, the Board of Meigs County Commissioners, the Meigs County Sheriff, the Federal or State Legislatures; such as acts of God or civil disorder and Employer declared calamity days, the following conditions of this Agreement shall automatically be suspended:
- A. Time limits for the Employer or the Association to reply to grievances and pending disciplinary actions; and,
 - B. All work rules and/or agreements and practices relating to the assignment of all department employees.
- 5.02 Immediately upon the termination of the emergency, should grievances remain or exist, including grievances regarding the improper application of Section 1, above, they shall be processed in accordance with the provisions of the grievance procedure contained in this Agreement and shall proceed from the point in the grievance procedure to which the grievances had properly progressed.

**ARTICLE 6
SEVERABILITY**

- 6.01 Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, such part(s) or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect.
- 6.02 In the event that any provision or part of a provision of this Agreement is determined invalid, the parties shall meet within thirty (30) days and negotiate a legal alternative provision on the same subject matter.

**ARTICLE 7
ASSOCIATION REPRESENTATION**

- 7.01 The CS/MIEA shall provide the Employer an official roster of its local officers, local CS/MIEA representatives which is to be kept current at all times and shall include the following:
- 1. Name
 - 2. CS/MIEA office held
 - 3. Term of office

No employee shall be recognized by the Employer as a CS/MIEA representative until the CS/MIEA has presented the Employer with written certification of that person's selection.

7.02 Rules governing the activity of CS/MIEA representatives are as follows:

- A. The CS/MIEA agrees that no official of the CS/MIEA, employee or non-employee shall interfere, interrupt, or disrupt his own normal work duties or the normal work duties of the other employees while conducting Association business. The CS/MIEA further agrees not to conduct CS/MIEA business during working hours except to the extent specifically authorized herein.
- B. The CS/MIEA shall not conduct CS/MIEA activities in any work areas without first notifying and receiving approval from the supervisor in charge of that area of the nature of the activity and receiving written permission from the supervisor.

ARTICLE 8 MANAGEMENT RIGHTS

8.01 The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified in this Agreement and as permitted by law shall remain the exclusive function of the Employer.

ARTICLE 9 RULES AND REGULATIONS

- 9.01 The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.
- 9.02 The Employer recognizes that no work rules, regulations, policies or procedures shall be now or hereinafter established that are in violation of, or conflict with any of the expressed terms of this Agreement.
- 9.03 The Employer will notify bargaining unit members of any changes in rules, regulations, or policy within five (5) work days of such change.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 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 and all proceedings will be handled in a confidential manner.

10.02 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 of the negotiated agreement.
- B. "Grievant" shall be the Association or employee(s) initiating the grievance.
- C. "Appropriate Supervisor", for purposes of this article, shall mean the lowest level administrator having the authority to resolve the grievance.
- D. "Days" shall mean actual work days during the program year. During the summer, days shall be Monday through Friday, excluding holidays.

10.03 Procedure

- A. Step I - Within twenty (20) days of when the grievant knew or should have known of the act giving rise to the grievance, the grievant shall discuss the situation with the appropriate supervisor and attempt to resolve the grievance informally. If the grievance is not resolved during the informal step, the grievant may within ten (10) days of the informal meeting file a written grievance with the appropriate supervisor.
- B. Step II - The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and administrator may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate supervisor shall forward his/her written response to the CS/MIEA President, the grievance representative and the grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association Representative or Grievant may file, within ten (10) days, a written form to proceed to Step Three.

- C. Step III - Within ten (10) days of receipt of the written grievance the Superintendent or his/her designee shall arrange and conduct a meeting. The Association representative, grievant and administrator may present evidence to sustain their positions.

Within ten (10) days after the meeting the Superintendent or his/her designee shall provide a written response to the Association and grievant.

- D. Step IV - If the Association is not satisfied with the Step Three response, the Association shall, within ten (10) days of receipt of the Step Three response, notify the Superintendent of its intent to proceed to arbitration.

10.04 Selection of the Arbitrator

Upon receipt of a request for arbitration the Employer or his designee and the representative of the CS/MIEA shall request a list of nine (9) impartial arbitrators from the American Arbitration Association. If an arbitrator is not selected after three (3) lists of arbitrators, the following method shall be utilized. A fourth list of nine (9) arbitrators shall be requested. The parties shall use the alternate strike method, with the party losing a coin toss striking the first name from the list. The other party will then strike a name. The parties will continue to alternately strike names until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option of completely rejecting the entire list of names submitted by the American Arbitration Association and requesting another list. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

10.05 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 himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue 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 and its representatives, the grievant, and the Association.

10.06 Costs of Arbitration

The costs of the hearing room shall be shared equally by the Board and the Association. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

10.07 Miscellaneous

- A. All communications regarding grievances shall be reduced to writing and either hand delivered and signed for or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications.
- B. 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. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- C. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- D. A grievance may be withdrawn in writing by the Association at any time without prejudice.

- E. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- F. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- G. Grievance forms shall be exhibited in the appendix of this Contract.
- H. 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.
- I. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- J. Failure of the administration to comply with the timelines shall result in the grievance being advanced to the next step.
- K. No records, documents, or communications concerning the grievance shall be placed in the personnel file of any of the participants in the procedures described in this document.

ARTICLE 11 CORRECTIVE ACTION

- 11.01 No employee shall be disciplined, reduced in pay, suspended or discharged except for just cause.
- 11.02
 - A. Except in cases of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
 - B. Progressive discipline shall take into account the nature of the violation and the employee's prior record of conduct, and shall normally take the following form(s):
 - Step 1. Verbal warning
 - Step 2. Written warning
 - Step 3. Suspension
 - Step 4. Discharge
 - C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing.
 - 1. This hearing is to be held between the Employer, the employee and their representatives should the employee so desire. The employee may waive his right to this hearing.
 - 2. The employee will be notified of the date of the hearing three (3) work days prior to the date of the hearing. The employer may suspend the employee from active performance of regular duties without loss of pay until the pre-disciplinary hearing is held. If the employer determines that the pre-disciplinary hearing is not necessary, the employee shall be immediately recalled with twenty-four hours advance notice.

3. The employee will be given an opportunity to present evidence and testimony at the hearing. This pre-disciplinary hearing will not, of itself be considered a disciplinary action. The employee will be notified of the results of the hearing within five (5) work days of the hearing.
 - D. Appeals from either discharge or suspension must be submitted to the Employer in the form of a grievance within twenty (20) work days of notification.
 - E. Employees may not be disciplined twice for a single incident.
 - F. Unless unusual circumstances exist, disciplinary action may not be taken more than twenty (20) work days after the event giving rise to the discipline is known or should have been known. It is understood that the twenty- (20) work day limitation does not apply when extensions of time have been agreed upon.
- 11.03 Employees will be required to sign, as an acknowledgment of receipt, all records of disciplinary action presented to them. The employee's signature on a record of disciplinary action will not be interpreted as indicating the employee's approval of such action. The employee will be given a copy of the discipline record.
 - 11.04 An employee may grieve a violation of the progressive discipline provided in Section 11.02, or if he/she has been suspended for four (4) or more days without pay. Suspensions with loss of pay of three (3) days or less are grievable through the Superintendent's level.
 - 11.05 Records of disciplinary action shall cease to have force and effect or be considered in future infractions twelve (12) months after their effective date in the case of verbal and written warnings, and twenty-four (24) months after their effective date in the case of suspensions or reductions in pay, providing there are no intervening disciplinary actions of the same or of a similar nature taken during that time period. Verbal and written warnings will also be removed from the employee's file twelve (12) months after their effective date providing no intervening disciplinary actions for the same or of a similar nature have been taken.
 - 11.06 The Employer agrees that all disciplinary procedures shall be carried out in a private and business like manner.

ARTICLE 12 SENIORITY

- 12.01 "Seniority" in a permanent position or a succession of permanent positions shall be computed on the basis of uninterrupted length of continuous service.
 - A. Seniority shall begin to accrue from the first day worked.
 - B. Seniority shall accrue for all time a member is on active pay status or on approved leave.
 - C. Time spent on inactive pay status (unpaid leave or lay-off) or in a non-bargaining unit position, shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. A termination of employment lasting thirty-one (31) days or less shall not constitute a break in continuous service.

12.02 A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

Ties shall be broken by the following method to determine the most senior employee:

- 1) The employee with the first day worked; then
- 2) The employee with the earliest date of hire; then
- 3) By lottery, with the affected employees present, the one whose name is drawn first has the most seniority, etc.

12.03 Seniority shall be lost when an employee:

- A. Retires
- B. Resigns
- C. Is discharged for just cause and such discharge is sustained.
- D. Fails to return from an authorized leave of absence at the specified time
- E. Fails to respond to a notice of recall or return to work after proper notice of recall within the specified time limits
- F. Is separated due to disability

12.04 The Board shall create a district -wide seniority list of all bargaining unit members. The seniority list shall be sent to the Association President by October 1st of each work year.

The seniority list shall contain the following information:

- A. Employees names in decreasing order of seniority,
- B. First day worked;
- C. Hire date;
- D. Job Classification.

ARTICLE 13 VACANCY AND PROMOTION

13.01 The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

13.02 For purposes of this Article a permanent vacancy shall be defined as a permanent bargaining unit position which the Employer determines needs to be filled.

- 13.03 Whenever the Employer determines that a permanent vacancy exists and needs to be filled and the statutory recall provisions have been exhausted, a notice of such vacancy shall be posted on the bulletin boards, included with paychecks, and the union president shall receive a copy of all posting the same day such vacancies are posted. Such posting will remain posted for eight (8) work days. During the posting period, anyone wishing to apply for the position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applications from employees who do not meet the minimum qualifications for the position.
- 13.04 All timely-filed applications submitted by employees in the same classification as the vacant position shall first be reviewed. The position will be awarded to the senior-most employee who is qualified in the classification within ten (10) work days of the last day of posting.
- 13.05 If no employee eligible as a bargaining unit member in the classification submits a bid, or if none are qualified, all timely-filed applications from other employees eligible as a bargaining unit member shall be reviewed considering the following criteria: seniority, qualifications, experience, education, work records, previous job performance and disciplinary record. The position shall be awarded within twenty (20) work days of the last day of posting, to the most senior employee who meets the necessary criteria as established above.
- 13.06 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.
- 13.07 If the Employer employs a substitute for longer than sixty (60) consecutive calendar days in the same vacant position, beginning with the 61st day, that substitute will be granted benefits and compensated in accordance with the negotiated agreement. The employer will not arbitrarily refuse to call the same substitute for a vacant position. A long term substitute employed to fill an Employer approved vacancy of sixty (60) or more consecutive calendar days, will be granted benefits and compensated in accordance with the negotiated benefits and compensated in accordance with the negotiated contract commencing with his/her employment.
- 13.08 Employees may not be awarded a position through the bidding procedure more than twice in a calendar year.
- 13.09 Notice of hire for positions filled by new hire or promotion shall be posted within two (2) days following the individual's acceptance of the appointing authority's award of the position, and remain posted for a period of not less than five (5) days.
- 13.10 Bargaining unit members on lay off status who are qualified will be offered substitute work at the beginning of vacancies expected to last a period of five (5) working days. Employees who turn down this offer of substitute work relieve the employer of any further responsibility to make additional offers for that position.

ARTICLE 14
PROBATION PERIODS

- 14.01 Every newly hired employee will be required to successfully complete a probationary period. On or before the sixtieth (60) day of the initial probationary period a performance evaluation shall be conducted by the employee's immediate supervisor. A conference shall be held between the two parties within seven (7) work days following such evaluation. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of 120 consecutive calendar days. A newly hired probationary employee may not be terminated any time during the first half of his probationary period unless the employee is guilty of gross misconduct. An initial probationary employee may be terminated during the second half of his probationary period and such termination shall not be appealable through the grievance procedure of this Agreement.
- 14.02 A newly promoted/reclassified employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted/reclassified employee shall begin on the effective date of the promotion and continue for a period of 120 consecutive calendar days. A newly promoted/reclassified employee who evidences unsatisfactory performance in the new position will be returned to his former position at any time during the probationary period provided his former position is still available. A promotion shall be defined as an increase in the employee's hourly wage of at least four percent (4%) and assignment to a higher classification. A reclassification shall be defined as a change in the employee's classification and hourly wage other than by promotion.
- 14.03 A newly promoted/reclassified employee, within twenty (20) work days following a promotion/reclassification, may at his/her option return to his/her former position upon written notification by the employee to his/her supervisor, the employee will be returned to his/her former position. The employee's supervisor will meet to informally evaluate the employee's performance in the new position prior to the expiration of the twenty- (20) work day period described above. The evaluation will be recorded on the employer's formal evaluation form and a copy will be provided to the employee, and a copy will be kept by the supervisor.
- 14.04 The Employer will conduct a performance evaluation prior to the end of the first half of each employee's new hire probationary period, and prior to the end of an employee's new hire probationary period, and at the end of a promoted employee's promotional probationary period to measure the employee's fitness to continue in the position.
- 14.05 Probationary employees shall not be eligible for promotion/reclassification to any other position until they have completed their probationary period.

**ARTICLE 15
TEMPORARY ASSIGNMENTS**

15.01 It is understood that in order to provide efficient service it may be necessary to assign employees temporarily to another classification and/or position. It is further understood that no employee shall suffer any loss of pay due to such temporary assignment. A temporary assignment is defined as a transfer initiated by the employer, which change the following: The employees' classification and/or position currently held.

A. If temporary assignment is deemed necessary, the Employer will ask for volunteers to fill the temporary assignment from the same work group as the vacancy. If there are no volunteers the junior-most qualified employee in the work group will be given the assignment. In the event there are no qualified employees in the work group, the junior-most qualified employee in the bargaining unit will be given the assignment.

B. A temporary assignment will normally not exceed thirty (30) work days. If, in the operation of A. above the junior-most employee in the work group or bargaining unit has been temporarily assigned, and the transfer exceeds thirty (30) work days, the Employer will again seek volunteers for the position, and if there are no volunteers the second-most junior employee in the work group or bargaining unit will be assigned.

If the assignment extends further, and it becomes necessary to assign an employee, the third-most junior employee will be assigned and each subsequent assignment will result in the next-most junior being assigned.

C. Should an employee be temporarily assigned for a period in excess of one (1) day to a position which carries a higher rate of pay, the employee will receive the higher rate of pay not to exceed a 5% increase from his current level for all work performed while assigned to such position.

15.02 If a position becomes temporarily vacant due to a leave of absence for a period of more than thirty (30) days, the employer shall first post the position as a temporary vacancy for its duration to current employees who are qualified to perform those duties, prior to employing a long term substitute. The Superintendent shall meet with interested individual(s) taking all circumstances related to the vacancy under consideration (i.e. the effect of the current employee's reassignment on his/her current position). If the current employee is not awarded the vacancy due to the employment circumstances defined above, the Superintendent, if requested, shall meet with the employee and Association President to review this decision. If more than one current employee volunteers for a vacancy, the employer shall first consider the senior employee.

**ARTICLE 16
PERSONNEL FILES**

16.01 It is recognized by the parties that the Employer may maintain records, papers, books and documents pertaining to bargaining unit employees. Such records will be contained in a single official file for each employee. Medical records shall be kept in a separate confidential file. Substitute employees shall not have access to these files for any purpose.

16.02 Access to files

- A. Each bargaining unit member may examine his/her personnel file during working hours with the approval of his/her supervisor. The bargaining unit member may be required to schedule an appointment at least one (1) working day in advance with the Superintendent, or his/her designee in whose presence the file shall be examined. Upon request, copies of any material in the personnel file not already furnished to the employee shall be made available.
- B. Access to employees personnel files shall be restricted to those employees who, as determined by the Superintendent, have a legitimate reason for such access under public access law, except as otherwise provided in this Article. In the event that persons, other than Meigs MR/DD personnel, request to examine the employee personnel files, a reasonable attempt will be made to notify the employee in advance of access being authorized. The employee will be informed of the name of the person accessing the file and documents (if any) copied. In the event the employee is not notified prior to access being granted a written notice of the information reviewed and or copied and name of persons accessing the file will be promptly forwarded to that employee.
- C. An employee who has filed a written grievance may, through written authorization, request that the CS/MIEA representative be permitted to review his/her individual personnel file with respect to investigating the grievance. Representatives shall present the written authorization to the Employer or his/her designee as a condition of access to the individual's personnel file.
- D. Employees will initial and date any disciplinary material prior to placing a copy in the employee's file. Initialing by the employee does not indicate agreement but only acknowledges receipt.

16.03 If an employee, upon examining his/her personnel file, disputes the accuracy of any document(s) contained therein, the employee may request in writing that the Employer investigate the disputed information. After receiving such a request the Employer shall investigate the matter and notify the employee within ten (10) days of the request of the results of the investigation and any action to be taken. If the employee is dissatisfied with the results of the investigation the employee may within ten (10) days of receiving the above notification submit a written statement of his/her position regarding the information which will become a permanent part of the employee's file.

16.04 A "check out" sheet will be placed on or in each bargaining unit member's personnel file to note whenever access, other than for routine matters, is made to a file, or when duplication of materials is made by outside parties. The person reviewing the file must sign his/her name, date and purpose of looking at the file. Duplication of any item contained in a bargaining unit member file will also be noted on this form.

16.05 Retention of Records

- A. No personnel files are to be removed from the premises of the Employer without the express, written authorization of the Superintendent.

B. No person is to remove information or material from a personnel file except as authorized by the Superintendent and/or the personnel officer.

16.06 A copy of each bargaining unit member's job description stating qualifications, job duties and percentages of time spent on such duties shall be contained in his/her personnel file. This job description shall be updated when necessary to reflect any changes in classification, position, assignment, or State Department. Copies of revised job descriptions will be furnished to the employee whose job classification is being revised.

ARTICLE 17 HEALTH AND SAFETY

17.01 It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Association.

17.02 The Employer agrees to provide, to the extent practical, safe working conditions, and working methods for his employees in conformance with the standards of applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working conditions are followed by the employees.

17.03 The employees and the Association accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods established by the Employer. All unsafe working conditions shall be reported by the employee to a representative of the Employer as soon as any unsafe working conditions are known.

17.04 The employer will furnish, at no cost to the employee, any required safety apparel or equipment. Should the employee choose to purchase their own safety shoes, the employer will reimburse the employee for the purchase price for an amount to a maximum of fifty (\$50.00) dollars, every two years, unless the safety shoes are deemed to be unsafe.

ARTICLE 18 LABOR/MANAGEMENT MEETINGS

18.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter, on a mutually agreeable day and time, the Employer and the CS/MIEA agree to meet and discuss pending problems, exchange information and to promote improved Labor/Management relations.

18.02 An agenda with a list of the issues the parties wish to discuss and the names of the representatives who will be attending will be furnished to each party at least five (5) working days in advance of the proposed meeting. The Superintendent and the CS/MIEA President shall each be responsible for the submission of agendas and designation of representatives.

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

- 18.04 Employee CS/MIEA representative attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.
- 18.05 Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 19 BULLETIN BOARD

- 19.01 The Employer agrees to provide space for a CS/MIEA furnished glass, enclosed, lockable bulletin board in an agreed upon area of each facility for use by the CS/MIEA and agrees that this bulletin board will be for the sole use of the CS/MIEA.
- 19.02 CS/MIEA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:
- A. CS/MIEA recreational and social affairs
 - B. CS/MIEA meetings
 - C. CS/MIEA appointments
 - D. Notice of CS/MIEA/OEA/NEA elections
 - E. Reports of non-political standing committees and independent non-political arms of the CS/MIEA/OEA/NEA; and
 - F. Publications, rulings and policies of the CS/MIEA
- 19.03 All other notices posted on the bulletin boards must receive prior approval from the Employer or his/her designated representative. It is also understood that no material may be posted on the bulletin board at any time, which contain the following:
- A. Personal attacks upon any other member or other employee;
 - B. Scandalous, scurrilous or derogatory attacks upon the Administration;
 - C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
 - D. Attacks on and/or favorable comments regarding a candidate for elected partisan public office, or for office in any employee organization, other than CS/MIEA/OEA/NEA
- 19.04 No CS/MIEA related materials of any kind may be posted anywhere in the Employer's facilities or on any of the Employer's equipment and may only be posted on the bulletin boards designated for use by the CS/MIEA as described in this Article.
- 19.05 Violation of any provisions of this Article by any CS/MIEA member may subject the CS/MIEA member to disciplinary action.
- 19.06 The CS/MIEA will furnish a key to the bulletin board to the Superintendent. The Superintendent will promptly inform the CS/MIEA President if such key is to be used.

**ARTICLE 20
NON-DISCRIMINATION**

20.01 Where there is an alleged violation(s) that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 21
HOURS OF WORK/OVERTIME**

21.01 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purposes of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

The employer shall issue a written notification of assignment annually to each bargaining unit member. The notification shall include:

1. Position to which the employee is assigned
2. Salary information
3. Fringe benefit information and summary
4. Sick leave accumulation and availability information
5. Vacation accumulation and availability information where applicable
6. Any other pertinent employment information

21.02 The standard work week for all full-time employees shall be forty (40) hours with the following exceptions:

Vehicle Operator	25 hours
Instructor	35 hours
Instructor's Assistant	35 hours
Cook	35 hours
Cook's Assistant	35 hours
Vehicle Aides	20 hours
Physical Therapist	35 hours
Speech Therapist	35 hours

A. Employees working five (5) or more consecutive hours shall receive a daily, duty free lunch period of 30 consecutive minutes.

- B. The work week shall commence at 12:01 a.m. Sunday of each calendar week and end at 12:00 midnight the following Saturday.
 - C. Any employee who is either required, or who, if requested by an administrator, agrees to work beyond the standard work week defined above but not more than forty (40) hours in a calendar week, shall be paid his/her regular hourly rate of pay for all additional required hours or portion thereof.
 - D. Prior to hiring any new employee in a classification, every attempt will be made to provide the standard work week for current employees within that classification.
 - E. For the purpose of insurance benefits, any employee minimally scheduled to work twenty or more hours in a week shall be considered full time.
- 21.03 When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 21.02 above, the employee shall be paid overtime for such time over forty (40) hours at one and one-half times his regular rate of pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.
- 21.04 The Carleton School program shall be scheduled for instruction for 182 days. Two (2) of the 182 days will be used for professional development (instructional meetings, visitations, and conferences). These will be counted as days of scheduled instruction to be counted toward the required 182 days. Two (2) of the 182 days may be used for the development of the IEP during parent/teacher conferences. Parent/teacher conference days will be counted as days of actual instruction. The adult program shall be in operation a total of two hundred thirty-eight (238) days for workshop employees inclusive of required in-service days.
- 21.05 Annually committee consisting of three bargaining unit members selected by the CS/MIEA President and one (1) administrator selected by the Superintendent shall submit to the Superintendent no later than April 30, proposal(s) for the School/Adult Services calendar for the following year. The proposed calendars shall consist of the days cited in Section 21.04, above.
- 21.06 During any year, employees in the adult program may be requested to supervise or attend activities outside of their regularly scheduled work day. Employees who agree to work such time shall either be compensated in accordance with Section 21.02 or 21.03 of this Article or, with the concurrence of the employee's immediate supervisor, may elect to receive such compensation as either Comp Time or Rescheduled Time. Rescheduled time shall be taken within the two-week pay period during which the additional hours were worked. Comp time shall be an equivalent amount of time taken at the employee's discretion with the concurrence of the employee's immediate supervisor within 180 days of earning such time.
- 21.07 School instructors and instructional assistants who have been involved with and participated in the development of and practice for the School Christmas program and who attend to assist with the student evening program and/or other school employees who have been requested to attend and assist with the evening program will be compensated in accordance with Sections 21.02 and 21.06 of this Article. Any employee specified above who is unable to attend shall inform the Principal or Superintendent prior to the program.

21.08 Scheduled Bus and Van Routes

- A. Regular vehicle operators will be paid their regular rate of pay, rounded up the nearest quarter hour, for all hours worked, inclusive of E. and F. below.
- B. Anyone working past their regular assigned route time shall be paid for all such time.
- C.
 1. All bus and van routes shall be assigned annually with the senior employees in each classification (Vehicle Operator I, Vehicle Operator II, and Vehicle Aide) being offered the longer routes. Routes will first be offered to employees in the Vehicle Operator classifications. Vehicle Aides will be offered and assigned routes after the Vehicle Operators have been assigned. If new routes are created current employees will not be reduced in hours.
 2. Should any vehicle route increase in time for one hour or more per day for a period of twenty consecutive work days, the vehicle route will be open for selection by the senior employee in the affected classification (Vehicle Operator I, Vehicle Operator II, and Vehicle Aide) within ten (10) work days.
- D. If the scheduled route of a vehicle operator becomes open due to death, resignation or dismissal of a vehicle operator, the scheduled route shall be offered to current drivers by seniority prior to posting.
- E. Extra trips shall be defined as trips that are extra to the daily scheduled routes. Permanent Vehicle Operator II's shall be selected for extra (field) trips and community outings on a rotation basis, if a driver declines the next driver on the rotation shall be asked, etc. All time spent on an extra-trip shall be compensated. The Early Intervention route and Adult Basic Education (ABE) routes are considered to be part of the daily scheduled route of a Vehicle Operator I.
- F. The Vehicle Operator shall make a visual safety inspection each day, keep the inside of their bus/van clean and wash the vehicle once each week. The time necessary for these activities shall be included when the route is scheduled.
- G. Aides assigned to vehicles shall minimally be paid for all time spent on the vehicle including any layover time during the run.
- H. Vehicle Operators and Vehicle Aides who do not presently qualify for benefits would qualify for benefits when working four consecutive program weeks at a minimum of 20 hours per week. Vehicle Operators and Vehicle Aides would cease to qualify for benefits when working four consecutive program weeks of less than 20 hours each week, such loss of benefits would not occur until September 30th of the following program year.
- I. All vehicles will be kept at an area so designated by the superintendent and transportation supervisor. All daily route times will begin and end at the designated area.

ARTICLE 22
SICK LEAVE

- 22.01 Sick leave credit for all permanent full-time employees shall be earned at the rate of 4.6 hours of sick leave for each eighty hours worked including vacation and paid sick leave but excluding overtime hours, leave of absence hours or layoffs.
- 22.02 An employee who transfers from another public governmental agency to the Employer and has earned but unused sick leave credit shall be credited with such sick leave with the Employer.
- 22.03 Use of Sick Leave
- A. illness or injury of the employee or member of the employee's immediate family.
 - B. medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family which requires the presence of the employee and which cannot be scheduled during non-working hours;
 - C. pregnancy and/or childbirth and other conditions relating thereto
- 22.04 For the purpose of Section 22.03 above the employee's immediate family shall be defined as the employee's spouse, or person who stands in place of spouse, child, step child, grandchild, parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son and daughter-in-law, or any other person who stood in the place of a parent (in loco parentis).
- 22.05 Any member of the bargaining unit physically assaulted or suffering a work related injury and thereby disabled while in school, at work, or while on duty at a program-sponsored event shall be permitted to consult his/her physician to determine the extent of injury. Upon the written recommendation of the bargaining unit member's physician, the unit member shall be permitted to use assault leave with full pay and benefits for the period of time required to receive Worker's Compensation Benefits. This leave will not be deducted from the unit member's sick leave. Payment shall not exceed the unit member's regular per diem rate less workers' compensation. The bargaining unit member must file for workers' compensation and be determined eligible for workers' compensation before becoming eligible for assault leave. When Worker's Compensation benefits are paid, the Bargaining Unit Member shall reimburse to the Board those amounts received from Worker's Compensation for the days, which the Bargaining Unit Member was also paid by the Board. On those days that payment is made to the injured Bargaining Unit Member by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated Sick Leave of the Bargaining Unit Member. Should Worker's Compensation deny the employee's claim, then the employee shall repay the employer by either utilization of available leave(s) or by an agreed upon salary reduction. If the employee's claim is denied and the employee does not return to work, then the employee shall repay the employer within forty-five days following the denial of the Workman's Compensation Claim.
- 22.06 The Employer has the right to establish reasonable rules governing the use of sick leave and employees violating these rules may be subject to disciplinary action.

**ARTICLE 23
MILITARY LEAVE**

- 23.01 All employees who are members of the Ohio National Guard, The Ohio Defense Corps, the State and Federal Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year. The employee requesting such leave is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.
- 23.02 Employees shall be entitled to receive their regular rate of pay while on such leave.

**ARTICLE 24
PERSONAL LEAVE**

- 24.01 All employees in the bargaining unit shall be credited with five (5) personal days at the start of each calendar year. Unused personal days may be carried over to a subsequent year, but at no time will an employee have more than five (5) personal days to his/her credit. A balance of personal days over five (5) may be credited to sick leave.
- The fifth personal leave day may not be used before or after a paid holiday and may not be used in conjunction with vacation days where applicable.

**ARTICLE 25
BEREAVEMENT LEAVE**

- 25.01 In the case of death in the immediate family, as defined in 22.04, and/or a close personal friend, the employee may have up to three (3) days paid leave. At the discretion of the Employer, this period may be extended due to responsibilities, distance of travel, and the like.
- A. Employees shall be given three (3) days of bereavement leave annually which shall not be deducted from sick leave. There shall be no carryover into the next year.
- B. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

**ARTICLE 26
MATERNITY/PATERNITY/ADOPTION LEAVE**

- 26.01 An employee shall be granted a leave of absence, without pay, for maternity, paternity or the adoption of a child younger than school age, upon the approval of the Superintendent and submission of:
- A. A doctor's statement verifying the term of pregnancy, or a statement verifying that legal custody is obtained in the event of adoption.

B. A written request for a maternity or paternity leave of absence, accompanied by a doctor's statement of approval specifying the initial date of maternity or paternity leave and the anticipated date of return.

26.02 Such leave shall be extended for a period of a maximum of one (1) additional year upon written application to and approval of the Superintendent.

26.03 An employee on maternity/paternity/adoption leave shall not be entitled to advancement on the wage schedule for the period of absence, nor shall any sick leave accrue during that time.

26.04 Employees may continue any and all group insurance coverage at their own expense by reimbursing the Employer for premium costs during the period of absence.

ARTICLE 27 COURT LEAVE

27.01 Employees required to be absent from duty in response to a subpoena or jury summons in a court case, or an administrative hearing in which the employee is not a party, shall be paid the difference between their regular compensation and the remuneration for serving as a juror or witness, excluding reimbursement for expenses incurred by reason of such subpoena or summons. The employee will endorse and forward any compensation to the financial secretary.

27.02 Employees required to be absent from duty for any court proceedings or administrative hearing in which the employee is a party, will not be paid for the period of absence, unless the absence is authorized by the Employer.

ARTICLE 28 FAMILY AND MEDICAL UNPAID LEAVE

28.01 An employee with at least 12 months of service with the Meigs County Board of Developmental Disabilities shall be granted the maximum of a 12-week, unpaid family medical leave (during each program year, July 1 - June 30) for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a member of the employee's immediate family as defined in Article 22, Section 22.04 of the negotiated agreement; and, 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

A. The employee shall apply in writing to the Superintendent or his/her designated representative thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and the Employer's operations. The Employer may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.

- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Employer will pay for this continued group health coverage to the same extent that the Employer paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves - a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.
- E. Once the leave is approved by the Employer, it may be altered or cancelled with the approval of the Employer and the applicant.
- F. Upon returning from leave, the Employer will restore the employee to the same position. If an employee on family medical leave decides not to return to work, then the Employer will charge the employee for the amount of the insurance premiums that the Employer paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

**ARTICLE 29
HOLIDAYS**

29.01 Employees in the bargaining unit shall be entitled to the following holidays when they occur during the employee's program year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- A. Effective July 1, 2001 bargaining unit members will receive the following paid holidays: July 4th, Labor Day, Columbus Day, and Veteran's Day.
- B. Effective July 1, 2002 bargaining unit members will receive the following paid holidays: July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Day, and New Year's Day
- C. Effective July 1, 2003 bargaining unit members will receive the following paid holidays: July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day and Memorial Day.
- D. Holidays will be paid at the employee's regular per diem salary.

29.02 In the event any of the above holidays falls on a Saturday, the holiday will be observed on the Friday immediately preceding the holiday. In the event the holiday falls on a Sunday, the holiday will be observed on the Monday immediately following the holiday.

**ARTICLE 30
VACATION**

30.01 Twelve month, permanent employees are entitled to vacation with pay after one (1) year of service with the Employer. The amount of vacation leave to which an employee is entitled is based on length of service as follows:

<u>Length of Service</u>	<u>Vacation Work Days</u>
Less than 1 year	None
1 year but less than 8 years	10 work days
8 years but less than 15 years	15 work days
15 years but less than 25 years	20 work days
25 years plus	25 work days

30.02 New employees of the Employer will be entitled to vacation service credit for time worked at other state or local government agencies. This service credit applies to the accrual of vacation only.

30.03 Vacations will be scheduled in accordance with the workload requirements of the Employer, and will, if possible, be granted at times most desired by the employees. If, due to the requirements of the workload, it is not possible to grant vacation leave to two or more employees for the same period, vacation leave will be granted to the employee or employees who first requested such leave.

**ARTICLE 31
WAGES**

31.01 **NON-TEACHER EMPLOYEE SALARIES**

3% step increases as per wage schedules in Appendix A.

Non-Teacher employees who have stepped out of the salary schedules in Appendix B shall add step 7 plus which will compensate them an additional 3% for each year of employment beyond 6 years.

For clarification:

1. For the contract years 2013-2014 and 2014-2015 all Non-Teacher Employees shall continue on the salary schedule contained in Appendix B. (Appendix B shall be the same as the 2010-2011 salary schedules contained in the 2008-2011 Collective Bargaining Agreement.)
2. Non-Teacher Employee salaries shall increase 3% in July of 2013 by advancing one step on the salary schedule contained in Appendix B.

3. Non-Teacher Employee salaries shall increase by an additional 3% in July of 2014 by advancing one additional step on the salary schedule contained in Appendix B.

31.02 Teachers Salaries:

On July 1 of 2013, each Teachers salary shall increase by 3% additional to the amount they received during the 2012-2013 school year.

On July 1 of 2014, each teacher's salary shall increase by an additional 3%.

New teachers hired after July 1, 2013 shall be placed according to the "New Hire" Teacher Salary Schedule contained in Appendix C. (The "New Hire" Teacher Salary Schedule is the same as the 2010-2011 Teacher Salary Schedule contained in the 2008-2011 Collective Bargaining Agreement with the index deleted.)

After initial placement on the "New Hire" Teacher Salary Schedule, all future salary increases shall be governed by the terms of this agreement and any successor agreement. Appendix C is for initial placement only.

- 31.03 If any employee or group of employees receives a raise of more than three percent (3%) in any given year during the term of this agreement, the members of the bargaining unit shall receive the same raise in salary except as limited by Article 38, Section C. This provision shall be waived for this 2008-2011 Collective Bargaining Contract. It shall be in full force and effect in any successor agreement unless waived by both parties in the future.

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**ARTICLE 32
INSURANCE**

- 32.01 Health Insurance The Board shall provide health insurance benefits for each eligible employee, who chooses to participate, through a Health Savings Account Plan (HSA). All insurance benefits provided by the HSA shall remain the same or better for the duration of the contract. A complete summary of plan benefits and coverage shall be provided to each employee upon their request. In addition the parties agree to the following provisions:

1. Single Plan

- The County Board will provide \$2,000 (80%) toward HSA \$2,500 Deductible.
- The Employee will pay 1% of the Board cost for insurance through payroll deduction. The employee will be responsible for the portion of the deductible not paid by the County Board.
- The County Boards portion of the deductible will be paid \$500 per quarter, payable January 1, April 1, July 1 and October 1.
- Employees may petition the board for advanced payment toward the deductible due to catastrophic medical need.

2. Family Plan

- The County Board will provide \$4,000 (80%) toward HSA \$5,000 deductible. The County Board will pay 70% of the difference in board costs between single and family insurance expenses.
- Employee will pay 30% of the difference in board costs between single and family insurance expenses, plus \$1,000 toward the family deductible through payroll deduction.
- Deductible will be paid \$1250 per quarter, payable January 1, April 1, July 1, and October 1.
- Employees may petition the board for advanced payment toward the deductible due to catastrophic medical need.

32.02 **Health Insurance Opt Out Bonus** Bargaining unit members opting out of the insurance plan will receive a \$2500 bonus for the year to be paid monthly or quarterly. Bargaining unit members opting out of the plan shall be eligible to re-enter the plan under the following conditions:
1) Qualifying events; 2) Open enrollment.

Should the bargaining unit member cease to be employed by the County Board prior to the end of the calendar year, the amount of the opting out bonus not yet "earned", shall be deducted from the employee's final pay. Any additional balance due shall be reimbursed to the employer within thirty (30) days.

32.03 **Dental Insurance** Effective November 1, 1993, the Board will pay 100% of the cost of the single and family coverage for employees.

32.04 **Vision Insurance** VSP Plan modified A - Exams, Frames, Lens every 2 years. Deductible exam/materials 10.00/25.00

32.05 Employer paid effective November 1, 1993 for single and family coverage.

32.06 **Life Insurance** \$10,000 minimum or annual wage whichever is greater. Employer paid.

32.07 **IRS 125 Plan** The IRS 125 Plan will be explained and offered annually to all employees.

32.08 **Insurance Committee**

The employer and the Association agree to work together and participate in a joint Insurance Committee for the purpose of attempting to stabilize and/or reduce the cost of insurance premiums paid by the employer.

The Committee shall:

1. Meet at least 3 times annually
2. Be chaired jointly by the Superintendent and the Association President
3. Be made up of:
 - 2 Administrators (selected by the Superintendent)
 - 2 Bargaining Unit Members (selected by the Association President)
 - 2 Co-Chairpersons

4. Make recommendation to the Board and the Association regarding Insurance cost saving measures

**ARTICLE 33
PERS/STRS PICK-UP**

- 33.01 The Employer agrees to pick-up contributions to the Public Employee's Retirement System or State Teacher's Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The pick-up shall become effective immediately following receipt of approval from the IRS.

**ARTICLE 34
PHYSICAL EXAMINATIONS**

- 34.01 The Employer agrees to pay the cost of the required physical examination provided such examination is done by a physician designated by the Employer. If the employee elects to receive his/her physical examination from their personal physician, the employer will reimburse the employee actual out of pocket expense not to exceed the amount charged by the Employer's designated physician. Such examination may be scheduled during duty time without loss of pay or use of sick leave.

**ARTICLE 35
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 35.01 The Board and Association agree to participate in the LPDC as established by the Athens Co./Meigs Co. Educational Service Center (E.S.C.). The Association will appoint a teacher representative to meet with and review the E.S.C. Procedures.

**ARTICLE 36
DRUG FREE WORK PLACE POLICY AND AWARENESS PROGRAM**

- 36.01 Drug and Alcohol Policy
- A. Drug or alcohol abuse in the work place is dangerous and can be harmful. It is especially important that employees not use controlled substances or alcohol in the work place. Therefore, it is the Policy of the Board to establish a drug free work place. "Work place" is defined to mean the site for the performance of work done in connection with Carleton-Meigs Industries. The work place includes any Board owned buildings, property, vehicles or Board approved vehicle used to transport individuals to and from the program or Board activities; off Board owned property during any Board sponsored or Board related activity, event, or function such as field trips or athletic events where students or consumers are under the jurisdiction of the Board.
 - B. For these reasons the Board is committed to maintaining a drug free work place, and therefore, shall provide a drug free awareness and education program for all employees. Further, it will enforce a policy requiring all employees to refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while on duty

or on school premises. Employees who fail to comply with this policy may be subject to discipline for just cause. For employees determined to be first time offenders in the work place, the corrective action shall be the completion of an appropriate rehabilitation program.

- C. The bargaining unit member must satisfactorily participate in the rehabilitation program as a condition of continued employment. The Board feels an obligation to help an employee who has a drug and/or alcohol problem. The employee assistance program, however, will be limited to the extent of the school's insurance carrier.
- D. Subsequent offenses may result in just cause discipline in accordance with the provisions of the collective bargaining agreement.
- E. Any employee convicted of an offense occurring in the work place under a criminal drug statute must report his/her conviction to the Employer no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

36.02 Drug and Alcohol Testing for Reasonable Cause

- A. Employees may be tested for alcohol and/or drug misuse when a trained administrator has reasonable suspicion to believe that the employee has been impaired by drugs or alcohol while in the scope of his/her employment.
- B. "Reasonable Suspicion" shall be based upon specific, articulate, contemporaneous observations of the appearance, behavior, speech or body odors of the employee.
- C. In the event reasonable suspicion exists, the trained administrator shall do the following:
 - 1. Personally observe the behavior of the employee.
 - 2. Contact the Superintendent
 - 3. Make a written record of his/her observations leading to a reasonable suspicion drug or alcohol test within twenty-four (24) hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier.
- D. An employee who is requested to undergo a "Reasonable Cause" drug/alcohol test must be accompanied by a Board representative to the local clinic or medical facility where testing will occur.
- E. Alcohol or drug tests will be authorized for reasonable suspicion only if the required observations are made during the employee's work day. If an alcohol or drug test is not administered within two (2) hours of a determination of reasonable suspicion, the Superintendent will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol or drug tests will terminate after eight (8) hours.
- F. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.
- G. Reasonable Cause Test Procedures:

1. Reasonable Cause test shall consist of a laboratory analysis of appropriate bodily fluids. Such analysis must be made by a NIDA certified laboratory.
2. Specimens will be taken by appropriate medical personnel.
3. At the time the specimens are taken, the individuals to be tested shall be given a copy of the sample collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Superintendent. Refusal to sign the consent form or to provide a sample will subject the individual in question to disciplinary action.

In some cases, the individual may be unable to provide a bodily fluid sample. After a reasonable waiting period (not to exceed one (1) hour) and having liquids, if the employee refuses, he or she may be subject to disciplinary action.

4. Strict procedures on chain of possession will be adhered to in the handling of specimen samples.
- H. The Board will bear all costs of alcohol and drug testing, assessment, evaluation, return-to-duty, and follow-up tests which are not covered by the Board's medical insurance plan.
- I. Drug and alcohol testing shall be required of any applicant who has received a conditional offer of employment. The Employer will not employ anyone who has a positive result from a drug or alcohol test or who refuses to take the drug test. This requirement applies to new hires. During the initial 120 day probationary period, newly hired employees may be subject to random drug tests in accordance with MCB/DD Policy #95-117.

ARTICLE 37 SEVERANCE PAY

- 37.01 Any member of the bargaining unit who retires after ten or more years of service with the Meigs County Board of DD will be granted severance pay. Such severance shall be computed from the employee's current rate of pay and shall be based upon the accumulated unused sick leave of that employee at the time of separation multiplied by 25% up to a maximum of forty-five (45) days severance pay. A member of the bargaining unit who dies regardless of years of service shall be eligible for severance pay.

ARTICLE 38 DURATION OF AGREEMENT

- 38.01 This Agreement shall be effective upon the ratification and signing by all parties and shall remain in full force and effect from July 1, 2013 until midnight June 30, 2015.
- A. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

- B. Should either party desire to terminate this Agreement, they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 36.01 above.

- C. At the time of negotiations of this contract, appropriate information about the impact of health insurance coverage or cost as a result of the implementation of the Patient Protection and Affordable Care Act (PPACA) is not available. This agreement may be reopened for the purpose of negotiating the amount of any general health insurance increase and/or change in coverage as a result of the implementation of the PPACA. It is the intent of both parties to consider options to maintain cost and protect employee benefits subject to the requirements and limitations of the PPACA.

**ARTICLE 39
SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have set their hands in Meigs County, Ohio, this
12th day of July, 2013.

MEIGS COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES:

Kay Darr D., Executive
Director

CARLETON SCHOOL MEIGS
INDUSTRIES ASSOCIATION

[Signature] Pres.

APPENDIX A
GRIEVANCE FORM

NAME _____ CLASSIFICATION _____

SUPERVISOR _____ DATE DISCUSSED _____

DATE AND TIME GRIEVANCE OCCURRED _____

LOCATION ALLEGED GRIEVANCE _____

DATE OF FORMAL FILING _____

STATEMENT OF GRIEVANCE: _____

PROVISION OF CONTRACT ALLEGEDLY VIOLATED: _____

RELIEF SOUGHT: _____

CS/MIEA REPRESENTATIVE

GRIEVANT

DATE

APPENDIX B

Non-Teacher Employee Salary Schedule

INSTRUCTOR ASSISTANT

Steps

0	\$ 8.44
1	\$ 8.69
2	\$ 8.95
3	\$ 9.22
4	\$ 9.50
5	\$ 9.78
6	\$ 10.08

HABILITATION SPECIALIST II

CERTIFIED

Steps

0	\$ 11.09
1	\$ 11.42
2	\$ 11.77
3	\$ 12.12
4	\$ 12.48
5	\$ 12.86
6	\$ 13.24

HABILITATION SPECIALIST I

REGISTERED

Steps

0	\$ 10.24
1	\$ 10.55
2	\$ 10.86
3	\$ 11.19
4	\$ 11.53
5	\$ 11.87
6	\$ 12.23

WORKSHOP SPECIALIST

Steps

0	\$ 8.76
1	\$ 9.02
2	\$ 9.29
3	\$ 9.57
4	\$ 9.86
5	\$ 10.16
6	\$ 10.46

APPENDIX B

PERSONAL CARE

Steps		
0	\$	8.44
1	\$	8.69
2	\$	8.95
3	\$	9.22
4	\$	9.50
5	\$	9.78
6	\$	10.08

COOK

Steps		
0	\$	8.54
1	\$	8.80
2	\$	9.06
3	\$	9.33
4	\$	9.61
5	\$	9.90
6	\$	10.20

BUS DRIVER

Steps		
0	\$	11.08
1	\$	11.41
2	\$	11.75
3	\$	12.11
4	\$	12.47
5	\$	12.84
6	\$	13.23

VAN DRIVER

Steps		
0	\$	8.32
1	\$	8.57
2	\$	8.83
3	\$	9.09
4	\$	9.36
5	\$	9.65
6	\$	9.93

APPENDIX B

VEHICLE AIDE

Steps

0	\$ 8.32
1	\$ 8.57
2	\$ 8.83
3	\$ 9.09
4	\$ 9.36
5	\$ 9.65
6	\$ 9.93

NURSE

Steps

0	\$ 12.88
1	\$ 13.27
2	\$ 13.66
3	\$ 14.07
4	\$ 14.50
5	\$ 14.93
6	\$ 15.38

APPENDIX C

“New Hire” Teacher Salary Schedule

Salary 2010-2011

TEACHER'S SALARY	182 DAYS	7 HOURS	
<u>YEARS</u>	<u>BA</u>	<u>150 HR</u>	<u>MA</u>
Zero	\$ 25,573.00	\$ 26,545.00	\$ 28,003.00
One	\$ 26,545.00	\$ 27,645.00	\$ 29,230.00
Two	\$ 27,517.00	\$ 28,745.00	\$ 30,458.00
Three	\$ 28,489.00	\$ 29,844.00	\$ 31,685.00
Four	\$ 29,461.00	\$ 30,944.00	\$ 32,913.00
Five	\$ 30,432.00	\$ 32,043.00	\$ 34,140.00
Six	\$ 31,404.00	\$ 33,143.00	\$ 35,368.00
Seven	\$ 32,376.00	\$ 34,243.00	\$ 36,595.00
Eight	\$ 33,348.00	\$ 35,342.00	\$ 37,823.00
Nine	\$ 34,319.00	\$ 36,442.00	\$ 39,050.00
Ten	\$ 35,291.00	\$ 37,542.00	\$ 40,278.00
Eleven	\$ 36,263.00	\$ 38,641.00	\$ 41,505.00