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## COLLECTIVE BARGAINING AGREEMENT

**Trumbull County Board of Developmental Disabilities**

**and**

**Ohio Council 8 and Local 1992  
American Federation of State, County, and  
Municipal Employees, AFL-CIO**

**Effective Date: September 1, 2013**

**Expiration Date: August 31, 2016**

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## **PREAMBLE**

This Agreement is entered into by the Trumbull County Board of Developmental Disabilities, hereinafter referred to as the "Board" or "Employer", and Ohio Council 8 and Local 1992 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The parties agree that the purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code, to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein. This "preamble" is not subject to the grievance procedure.

## **ARTICLE 1 RECOGNITION**

### Section 1

The Union is hereby recognized by the Board as the sole and exclusive bargaining agent for the bargaining unit hereinafter defined.

### Section 2

The bargaining unit shall be defined to include all full time employees who are employed by the Board in any one of the following classifications:

- Account Clerk
- Adapted Physical Education Assistant
- Behavior Support Specialist
- Bus Aide
- Bus Driver
- Classroom Assistant
- Cook
- Cook Assistant
- Custodial Aide
- Custodian I
- Custodian II
- Early Intervention Specialist
- Employment Specialist
- Habilitation Coordinator
- Licensed Practical Nurse
- Mechanic
- Registered Nurse
- Secretary
- Speech/Language Pathologist
- Teacher
- Truck Driver
- Work Procurement Specialist
- Workshop Specialist

### Section 3

Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, temporary, seasonal, casual, and employees in the unclassified service shall not be included in the bargaining unit. Part-time shall mean anyone who works less than the standard weekly work schedule of that classification on a regular basis.

### Section 4

When a new job classification is created, the recognition status shall be discussed between the Union and the Employer within thirty (30) calendar days, with final authority in the determination made by the Employer. If the Union is not satisfied with the determination, it may seek whatever recourse it has through the State Employment Relations Board (SERB), pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

### Section 5

Except for operational emergencies, training, where insufficient or qualified bargaining unit employees are not readily available or in short-term circumstances which do not significantly impact bargaining unit rights, non-bargaining unit employees will not perform bargaining unit work. Bargaining unit employees shall not perform non-bargaining unit work, except in operational emergencies as determined by leadership.

### Section 6

The Union recognizes the right of the Employer to make changes in job descriptions for reasons such as operational necessity, technological change or for matters of efficiency or economy. Thirty (30) days prior to making any change in a bargaining unit job description, the Employer will notify the Union of its intent in writing. The notice will contain the proposed changes, the reasons for such changes and a sample of the proposed job description. The Union will notify the Employer in writing of its intent to meet, discuss and/or bargain the effects of the changes within ten (10) days of the receipt of the Employer's notice. In the case of an emergency, the Employer may implement such changes with written notice to the Union, and the parties will meet, if requested by the Union, within ten (10) days of the implementation to discuss and/or bargain the effects of the change.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### Section 1

It is understood by and between the parties herein that Ohio laws specify that the Board has the responsibility and final authority to make policy decisions and to administer the Education and Adult Services Program and other Board services under its control. Nothing herein shall be construed as delegating that authority or responsibility to any other party.

It is further understood that the Board, the Union, and their representatives, at all levels, are bound to observe the provisions of this Agreement, excluding only those determined to be in violation of law.

## Section 2

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each Public Employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE 3 UNION REPRESENTATION**

### Section 1

The Union shall provide the Board with an official roster of its local officers who are authorized to speak on behalf of the bargaining unit employees. This roster shall designate two (2) committee officials to whom any correspondence between the Board and the Union shall be sent. This roster shall be kept current at all times and shall include the following:

- A. Employee's name;
- B. Employee's address;
- C. Employee's home telephone number;

- D. Employee's classification and work location; and
- E. Employee's union office held.

## Section 2

Union representatives may use a reasonable amount of time at the end of the workday after adults and students are gone for the day or, in the case of exigent circumstances, at other times as may be necessary in order to conduct Union business which cannot otherwise be taken care of and provided such activities do not interfere with program operations. The use of such time shall not be unreasonably denied. Board vehicles shall not be utilized for travel to conduct Union business except to the extent authorized in advance by the employee's immediate supervisor.

Any Union representative shall cease unauthorized Union activities immediately upon any order by the Supervisor of the area in which the Union activity is being conducted or upon the order of the Union representative's immediate supervisor. Any violation of the rules of this Section shall be dealt with in accordance with Article 6.

## Section 3 – Access to Facilities

Access to working areas of the Fairhaven Program may be granted to any Ohio Council 8, AFSCME Officer or Ohio Council 8 Representative as long as there are no interruptions of work normally done by employees, and provided approval is granted by the Employer.

The Union may, upon written request to the Superintendent and upon formal approval, use the Fairhaven facilities to discuss Union matters and hold Union meetings after working hours. Such requests shall not be unreasonably denied, unless it results in a violation of state law or custodial or other coverage is not available.

## Section 4 – Union Business

- A. Unpaid Leave

Members, of Local 1992 as designated by the President, may request a leave of absence without pay from their Department Supervisor or Director based upon five (5) workdays advance notice and prior approval. Such leave may be taken in one-half (½) day or one (1) day increments. Total time shall not exceed an aggregate total of 160 hours in a program year. The granting of such leave shall be subject to the operational needs and staffing requirements of the Department.

- B. Paid Leave

Union officers or other member(s) of the Union as designated by the President shall be allowed an aggregate total up to 80 hours paid per program year, non-cumulative, to conduct Union business. Paid leave requests shall be made in accordance with the notice, approval, and operational considerations of Section 2.

## Section 5 – Union Access to Rules, Regulations, and Legislation

The Union may designate one (1) representative to have access to those Rules and Regulations maintained in the Superintendent's office upon advance notice and approval of the Superintendent.

## Section 6 – PEOPLE Check-Off

The employer agrees to deduct voluntary contributions to the American Federation of State, County, and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality, (PEOPLE) Committee from the pay of an employee, upon receipt from the union of an individual written authorization card, voluntarily executed by the employee. The Union will certify the contribution amount to the Employer. Moneys deducted shall be remitted to the Union within (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to:

**AFSCME, AFL-CIO  
PO BOX 65334 Washington, D.C. 20035**

The amount of deduction shall be calculated by dividing the total contribution authorized by the employee by twenty-six (26) [number of pay periods] and the resultant quotient shall equal the amount deducted per pay period.

The payment shall be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had union dues deducted and the list of employees whom had fair share fees deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Employer and the Union. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and Fair Share Fee deductions.

The above procedure shall be used for each employee who submits a signed authorization card unless the procedures of the County Auditor preclude an action in which case the County Auditor's procedures will prevail.

## Section 7 – Voluntary Recognition

This Agreement is entered into by the Trumbull County Board of DD and Local 1992, AFSCME, Ohio Council 8, AFL-CIO, to ensure an environment of labor peace at the Employer's premises during the exercise by the Employer's employees of their rights under ORC 4117, the Ohio Public Employees Collective Bargaining Act; and to avoid any picketing or economic action directed against the Employer during any organizing campaign.

The Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers' exclusive bargaining representative for the purpose of collective bargaining with the Employer or to refrain from such activity.

The Employer agrees that it will not take any action, make any statement, hold any meeting or do anything, which will directly or indirectly say or imply that the Employer opposes unionization by its employees. The Union agrees it will not coerce any worker in its efforts to obtain authorization cards. Nor will the Union take any action, make any statement, hold any meeting or do anything, which will directly or indirectly falsely say or imply that the Employer opposes unionization by its employees.

If the Union provides written notice to the Employer of its intent to organize the Employer's employees, the Employer will not interfere with or deny the Union access to its premises.

Within five (5) working days following the receipt of the Union's written notice to organize the Employer's employees, the Employer will furnish the Union with a complete list of all workers in all job classifications in order for the parties to ascertain and agree upon an appropriate bargaining unit. The Employer will designate which workers are full time, part time, supervisory or management employees.

The Union may request recognition as the exclusive bargaining representative for all employees, excluding supervisors and managers. Within five (5) working days after this request, the parties will select an arbitrator who is mutually agreeable to both parties. The arbitrator will be a neutral third party who will conduct a card check of the authorization cards within ten (10) working days of the arbitrator's selection. If the card check shows a majority of the employees has selected or designated the Union as its bargaining representative, the Employer agrees it will not file an objection to any petition for voluntary recognition filed by the Union with the State Employment Relations Board to represent those employees or where appropriate will execute a joint petition for amendment of certification to accrete the employees into the existing bargaining unit.

The parties agree any disputes concerning the application or interpretation of this agreement will be referred to expedited arbitration. The arbitration will convene within ten (10) working days of the dispute. The arbitrator will be the neutral third party selected to conduct the card check. The arbitrator shall have the authority to order the non-compliant party to comply with this agreement.

## **ARTICLE 4 PAYROLL DEDUCTION OF UNION DUES**

### Section 1

The Board agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit, upon receiving written authorization signed individually and voluntarily by the employee and submitted to the Chief Fiscal Officer by the employee or Union. Upon receipt of the proper authorization, the Board will deduct Union dues from the payroll check the next pay period in which Union dues are normally deducted, following the pay period in which the authorization is received.

The Union shall certify both annually and as changes occur to the Chief Fiscal Officer the amount of regular Union dues to be deducted in accordance with this Section. Union dues shall be forwarded to the Controller of Ohio Council 8, AFSCME once a month and no more than fifteen (15) days after the deductions have been made. A list of the names of the

members of the bargaining unit who have had Union dues deducted shall be sent with each remittance.

## Section 2

It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## Section 3

The Board shall be relieved from making such "check-off" deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) lay-off from work; or (d) an unpaid leave of absence; or (e) revocation of the check-off authorization in accordance with this Article and applicable law.

## Section 4

The Board shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

## Section 5

It is agreed that neither the employees nor the Union shall have a claim against the Board 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 an error was made, it will be corrected at the next pay period that Union dues will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein defined.

## Section 6

One payroll period advance notice must be given to the payroll clerk prior to making any changes in the amount of individual's dues deduction. The Board, through the Auditor, agrees to furnish the Controller of the Union a warrant in the aggregate amount of the deduction.

## Section 7

Each eligible employee's written authorization for dues deduction shall be honored by the Board for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked in accordance with the terms of the authorization card, at which point the employee will be subject to the "Fair Share Fee" deduction in accordance with Article 5, below. All dues deductions, at the Board's option, upon five (5) days written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout or any

concerted effort to interfere with public service, may be canceled at the Board's option upon notice to the Union, unless procedures of the County Auditor preclude an action, in which case the County Auditor procedures will prevail.

## **ARTICLE 5 UNION SECURITY/FAIR SHARE FEE**

### Section 1

All employees in the bargaining unit who, sixty (60) days from date of hire, are not members in good standing of the Union, i.e. no signed Union Authorization Card, shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the Board by the Treasurer of Local 1992 unless the procedures of the County Auditor preclude an action in which case the County Auditor's procedures will prevail.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

### Section 2

The Union shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this Article.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage or concerted sick leave by bargaining unit members.

The Union shall actively discourage any violation of this Article and O.R.C. 4117.

## **ARTICLE 7 NON-DISCRIMINATION**

### Section 1

There shall be no discrimination, interference, or coercion practiced by the Employer or the Union in the application of the terms of this Agreement because of an employee's age, sex, color, creed, national origin, disability, or membership or non-membership in the Union.

## Section 2

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 8 SENIORITY**

### Section 1

For the purposes of this Agreement, there shall be three types of seniority: Total Program Seniority, Bargaining Unit Seniority, and Classification Seniority.

- A. Total Program Seniority shall be defined as an employee's length of continuous service with the Employer, commencing with the first day of employment.
- B. Bargaining Unit Seniority shall be defined as the length of continuous service in any classification within the bargaining unit as defined in this Agreement, commencing with the first day of employment within the bargaining unit.
- C. Classification Seniority shall be defined as an employee's continuous length of service in a specific bargaining unit classification commencing with the first day of employment within that classification. No employee shall hold seniority in more than one classification simultaneously. When an employee promotes or demotes to a different classification, the current classification seniority shall be frozen as of the day of the promotion/demotion. An employee who returns to a former classification shall be credited with the frozen classification seniority previously accrued. An employee who fails to complete a promotional probationary period and is returned to his/her previous classification shall not lose seniority in that previous position.

### Section 2

Any separation in service lasting thirty (30) days or less, or any authorized leave of absence, from which the employee returns, shall not constitute a break in service. An employee who separates and is later reinstated from the separation shall not be deemed to have had a break in service except that the time the employee was separated shall not be counted towards the calculation of continuous service. Time spent on vacation, sick leave, disability leave, and other time an employee is on active pay status shall not be construed to be a break in service.

Time spent on lay-off shall not constitute a break in seniority provided the employee is recalled and returns to employment within twenty-four (24) months of the effective date of layoff.

A disability separation shall result in an employee's seniority being "frozen" as of the effective date of the separation. An employee on disability separation shall not accrue seniority for the duration of the separation as outlined in paragraph 1 of this Section 2.

An employee's seniority shall be broken upon resignation, discharge for cause, failure to return from an authorized leave of absence, disability separation, or failure to respond to

recall. Service rendered beyond the normal work year shall not be considered towards accumulated seniority. Should a bargaining unit employee accept a position outside of the bargaining unit as defined by this agreement, the employee shall lose one (1) year of bargaining unit seniority for each year they are in a job outside of the unit. For example an employee who was in the bargaining unit for ten (10) years and has been in an exempt position for five (5) years, shall have five (5) years of bargaining unit seniority.

### Section 3

If two or more employees have the same length of continuous service, seniority shall be determined in the following manner.

- A. The original date of hire by the Employer.
- B. If this still results in a tie, the date at which the employee submitted a completed job application for full time employment with the Employer, if such date is available for all employees involved in the dispute.
- C. If B above still results in a tie or cannot be used, the issue shall be resolved by a coin toss.
- D. For the purposes of classification seniority for the Teacher and Early Intervention Specialist classifications only: Should a Teacher transfer between classifications because of a vacancy, lay-off or job abolishment, classification seniority for the purpose of level assignment preference only shall be based upon an employee's total years as a Teacher with the Employer.

### Section 4

The Employer shall post a roster of employees containing the seniority dates for all types of seniority listed above in each staff lounge, no later than February 1st and again no later than August 1st of each year. Copies of such rosters shall be provided to the Local Union President.

### Section 5

Notification of any newly hired, newly promoted, or newly assigned employee shall be provided to the Local Union President.

### Section 6

For purposes of promotions, shift assignments and transfers, seniority shall be used as one of the criteria to be considered, provided said employee is presently qualified in all respects for said promotion, shift assignment or transfer.

Should there be a reduction in force in the Teacher or Early Intervention Specialist classifications, a vacancy in the Teacher or Early Intervention Specialist classifications, or for the purposes of annual assignment preference for Teacher or Early Intervention Specialist, classification seniority shall prevail for the affected employees. (All certification requirements are applicable.)

## Section 7

For the purpose of this Agreement, different types of seniority may be used for different purposes, e.g.: classification seniority for purposes of layoff and recall within classification; promotional preferences; vacation selection; etc.; bargaining unit seniority for purposes of layoff and recall; tie breakers in dispute involving classification seniority, etc.; total program seniority for purposes of lay-off and recall; tie breakers in dispute involving classification seniority, etc.; total program seniority for purposes of lay-off and recall; tie breakers in dispute involving bargaining unit seniority, vacation accrual.

## Section 8

For the sole purpose of lay-off, the current Union President shall have super-seniority, with the following exception. Should an entire classification be subject to lay-off and the then current Union President hold that classification, he or she shall be layed-off, or exercise bumping rights as contained in Article 18 Layoff and Recall.

## **ARTICLE 9 POSITION POSTINGS AND VACANCIES**

Should the Employer determine that a vacancy exists in the bargaining unit, the following shall apply:

### Section 1

- A. Notice of such vacancy shall be posted on the bulletin boards within each facility for five (5) work days.
- B. Employees wishing to be considered for a particular position must express their interest on the Employer's designated form during the posting period.
- C. Employees who are on paid or unpaid leaves, or nine (9) month employees who are on summer break and wish to receive notification of job postings must provide the employer a legal sized, self-addressed stamped envelope for this purpose.
- D. Job descriptions and a table of organization for each facility are available at each building and at the Board Office.

### Section 2

The Employer shall award the position based upon the following:

- A. Vacancies shall be filled first from the bargaining unit provided there are qualified applicants who have submitted the required Employer designated form during the posting period.
- B. If there are no qualified employee applicants, the position will be filled from outside the Board.

- C. Lateral transfer requests, as defined in Article 9, Section 6, Paragraph B, shall take precedence in the filling of vacancies. Employees wishing to be considered for a lateral transfer must express their interest on the Employer's designated form during the posting period. Staff assignments within the Adult Services program buildings (same facility) are made as a management right.

Employees who request and accept a lateral transfer, either within a building or between buildings must commit to a minimum of one (1) year in the new assignment.

- D. Once lateral requests have been fulfilled, a position shall be awarded to the employee applicant who is most qualified as determined by the Employer based upon the following criteria:
  - 1. Minimum qualifications based upon the position description;
  - 2. Education, as per the job description;
  - 3. If candidates meet the requirements of 1 through 2, the position will be awarded to the candidate with the most total bargaining unit seniority.
  - 4. Active discipline shall disqualify an employee from consideration.

An employee who does not receive a promotion shall, upon request, be notified by the Employer in writing as to the specific reason(s) why.

### Section 3 – Probationary Period Limitations

- A. By mutual agreement, newly hired employees may be eligible for promotion during their initial (new hire) probationary period. These employees must apply for promotions during the required posting period.
- B. Employees who are serving a promotional probationary period may not be promoted during such probationary period except if the Employer determines to fill a vacancy and no other qualified non-probationary employees are available. In such event, the Employer shall promote a qualified probationary employee, provided that the employee is satisfactorily performing in the probationary position.
- C. Employees who are promoted according to 3B above and are subsequently returned to their former position must complete the balance of any unfinished promotional probationary period.
- D. Based on operational necessity, an employee promoted under this agreement can only assume the new position when the current position is staffed. The Employer will make every effort to fill all vacancies as soon as is practicable. However, if the Employer is unable to fill a vacant position within thirty (30) calendar days of the vacancy, the Employer will meet with the Union to discuss options. Any employee who cannot assume the new position due to the Employer's inability to fill the vacancy shall accrue classification seniority in the new position from the date of notification of selection.

#### Section 4

Employees who are promoted to a different classification within the same pay range or who are laterally transferred within the same classification shall be placed upon the same step of the new classification as the current position. Employees who are promoted to a classification in a different pay range shall be placed on the step that will guarantee the employee an increase in compensation.

Employees who are demoted either voluntarily or involuntarily to a different classification or pay range shall be placed at the step of the new classification which results in the least amount of decrease in compensation.

#### Section 5

- A. A copy of all position postings shall be sent to the Local Union President.
- B. Once a selection is made, the Employer shall post the name(s) of the successful bidder(s) including the classification(s) and position(s) to which they are promoted. A copy of this posting shall also be sent to the Local Union President.

#### Section 6 – Definitions

For the purposes of this Agreement, the following terms are defined as:

- A. Promotion: Advancement to a position that generally entails greater responsibilities, more prestige, greater skill, higher pay or several of these factors. Promotion to a higher classification means the base rate (Step 0) of the new classification is higher than the employee's current classification. Promotion within the same pay range means the base rate (Step 0) of the new classification is equal to the employee's current classification.
- B. Lateral Transfer: A transfer to a different facility within the employee's current classification that may or may not result in a change in the employee's rate of compensation.
- C. Temporary Assignment: A change in work assignment within an employee's classification or in a different classification which is of short term or specific duration which does not result in change in an employee's classification.
- D. Demotion: The process of moving an employee to a position lower in rank, or lower in the wage schedule when comparing applicable base rate Step 0.

#### Section 7 – Retirement and Re-Employment

If, during the life of this Agreement, an employee attains a minimum of thirty (30) years of eligible service, or number of years then necessary by STRS or PERS, verified by either the State Teachers Retirement System or the Public Employee Retirement System, and the employee indicates:

1. A desire to retire; and

2. A desire to continue employment after retirement within the parameters acceptable to PERS/STRS; and
3. The employee will accept continued employment at Step 0 of the then effective salary schedule, then,

The Employer may allow the employee to retire, retain employment status at the then 0 step of the appropriate salary schedule, with no lapse in employment. The employee agrees to abide by PERS/STRS rules and regulations regarding the period PERS/STRS requires the employee to pay (currently two months) into retirement before an annuity begins, and the Employer agrees to comply with PERS/STRS rules on this matter.

Further, any employee opting for this retirement/re-employment understands and agrees that:

1. Severance pay according to the then current agreement/policy sections will occur as if the employee actually retired, and
2. All benefit accruals will begin anew at the beginning of the new employment period as if the employee were a "new hire".

## **ARTICLE 10 PROBATION PERIODS**

### Section 1

Each newly hired employee, promoted employee, and employees transferred to a different classification shall serve a probationary period as outlined herein. The probationary period shall begin with the effective date of the appointment or promotion. No appointment or promotion shall be final until the appointee has satisfactorily completed the probationary period. Probationary removals of new hires shall not be subject to the provisions of the grievance procedure contained herein. If a promoted or transferred employee is found to be unsatisfactory in the new position, he shall be demoted or transferred to the position that he previously occupied, or to a similar position.

For purposes of this Article, a promotion is defined as a change in classification which generally, but not always, results in an increase in pay.

### Section 2 – New Hires

The length of new hire probationary periods shall be one hundred eighty (180) regularly scheduled days actually worked for those bargaining unit employees hired into the following classifications:

Adaptive Physical Education Assistant	Classroom Assistant
Behavior Support Specialist	Employment Specialist
Early Intervention Specialist	Licensed Practical Nurse
Habilitation Coordinator	Speech/Language Pathologist
Registered Nurse	Teacher
Work Procurement Sales Specialist	Workshop Specialist

All other new hire bargaining unit employees shall serve a probationary period of ninety (90) regularly scheduled days actually worked.

If an employee is discharged with cause or quits and is later re-hired, the employee shall be considered a new employee for purposes of the probationary period, and shall be subject to the provisions herein.

The probationary periods may be extended by mutual agreement of the parties.

### Section 3 – Promotional Employees

For the purpose of promotional probationary periods, “regularly scheduled work days” includes vacation, personal days, bereavement leave, holidays, program breaks, and calamity days. Specifically excluded are unpaid leaves, sick leave, Worker’s Compensation and personal injury leave.

The leaves mentioned in the above paragraphs as exclusions shall cause the probationary period to be extended by the number of days an employee is absent while on unpaid leave, sick leave, Workers Compensation, and personal injury leave.

The Superintendent, with a Supervisor’s recommendation and based upon the employee’s performance and evaluations, may waive a portion of an employee’s promotional probationary period.

### Section 4

Employees who are promoted may, within thirty (30) calendar days of the promotion, return to their prior position if that position has not been filled (position offer form signed). If the former position has been filled, the employee may execute a written request to return and shall be considered first for the next available position vacancy in the classification.

### Section 5

An employee is only required to successfully complete one (1) probationary period in the same classification.

## **ARTICLE 11 HOURS OF WORK**

### Section 1

The normal workday shall be those hours listed below for the respective positions in a 24-hour period. Shifts, except as otherwise historically practiced within a department, shall normally be as follows:

- A. The day shift shall be normally scheduled to commence between 7:00 A.M. and 10:00 A.M. inclusive.
- B. The afternoon shift shall be normally scheduled to commence between 3:00 P.M. and 6:00 P.M. inclusive.

- C. The night shift shall be normally scheduled to commence between 11:00 P.M. and 2:00 A.M. inclusive.

If the Employer, except as historically practiced, contemplates a change in the normally scheduled shift, the Employer will provide advance notice and meet with the Union prior to implementation.

Section 2

The normal workday for bargaining unit personnel is as set forth in paragraphs A, B, and C below for the respective positions.

- |    |  |                              |
|----|--|------------------------------|
| A. | <u>Education Program</u>                         |                              |
|    | Early Intervention Specialist                    | 6 ¾ Hours Daily              |
|    | Teacher  | 6 ¾ Hours Daily              |
|    | Speech/Language Pathologist                      | 6 ¾ Hours Daily              |
|    | Adaptive Physical Education Aide                 | 6 ½ Hours Daily              |
|    | Classroom Assistant                              | 6 ½ Hours Daily              |
|    | Registered Nurse                                 | 8 Hours Daily                |
|    | Secretary  | 8 Hours Daily                |
| B. | <u>Adult Services</u>                            |                              |
|    | Workshop Specialist                              | 7 Hours Daily                |
|    | Habilitation Coordinator                         | 8 Hours Daily                |
|    | Registered Nurse                                 | 8 Hours Daily                |
|    | Employment Specialist                            | As assigned per job contract |
| C. | <u>Transportation &amp; Maintenance</u>          |                              |
|    | Bus Aide   | 5 Hours Daily                |
|    | Custodian I, II,                                 | 8 Hours Daily                |
|    | Custodial Aide                                   | 5 ½ Hours Daily              |
|    | Mechanic   | 8 Hours Daily                |
|    | (Subject to call 1 hour prior to & 1 hour after) |                              |
|    | Bus Driver                                       | 6 Hours Daily                |
| D. | <u>General</u>                                   |                              |
|    | Behavior Support Specialist                      | 8 Hours Daily                |
|    | Cook   | 6 ¼ Hours Daily              |
|    | Cook Assistant                                   | 4 ½ Hours Daily              |
| E. | <u>Business Operations Department</u>            |                              |
|    | Account Clerk                                    | 8 Hours Daily                |
|    | Truck Driver                                     | 8 Hours Daily                |
|    | Work Procurement Specialist                      | 8 Hours Daily                |

Section 3 – Lunch

Employees entitled to lunch shall have a paid lunch period of thirty (30) minutes per day.

#### Section 4 – Breaks

Employees scheduled to work thirty-five (35) hours per week or more shall be scheduled for two (2) paid fifteen minute breaks--one in the A.M. and one in the P.M. Employees scheduled to work thirty-two and one-half (32 ½) hours up to thirty-five (35) hours shall be scheduled for two (2) paid ten (10) minute breaks--one in the A.M. and one in the P.M.; or one (1) twenty (20) minute paid break--one in the A.M. or one in the P.M. (This option shall be as approved by the employee's immediate supervisor. In the school program, the recommendation of the Teacher will be considered.) Excluded from the provisions of this section are Bus Drivers, Bus Aide and Teachers.

#### Section 5 – Meetings

- A. Attendance at staff meetings called by the Employer outside of an employee's normal working hours shall be mandatory unless an employee is excused by the Employer. Non-exempt employees shall be compensated for attendance at such meetings at the applicable rate of pay or in the form of time off in accordance with the provisions of Article 14 of this Agreement.
- B. Whenever practicable, the Employer will give a forty-eight (48) hour written notice of the time and purpose of a staff meeting and a five (5) calendar day advance notice of any adjustment in work hours on in-service meeting days. This provision shall not apply in unforeseen situations.

#### Section 6 – Planning Periods

Subject to the needs of the Program, all Teachers in the School Program shall receive one 30 – 40 minute planning period per day.

#### Section 7

Flexible schedules for FLSA Exempt employees working outside the normal workday will be prepared by the employee and submitted in advance to his or her supervisor. All job duties will be taken into consideration in the development of the schedule.

#### Section 8

9-Month Bus Drivers shall work 181 days. They shall have (2) days of in-service training and one (1) day to drive the route they bid on and to deliver pupil packets.

9-Month Bus Aides shall work 180 days, two (2) of which shall be in-service days.

12-month transportation staff shall work 260 days per year, two (2) of which will be considered in-service days. These days shall be scheduled in accordance with the twelve (12) month operation calendar adopted by the Board each year.

### **ARTICLE 12 STAFF ASSIGNMENTS**

#### Section 1 – Transportation: Bus Drivers and Bus Aides

Ten (10) days prior to the opening of the school year, all bus routes shall be bid. All bidding shall be done in descending order of seniority. All routes shall be identified by

general information including the area to be covered; the facility at which the route ends; if it is a "double run"; the number of aides assigned to the specific route; the number of individuals in wheelchairs; the number of stops; and the approximate time of the route (with the exception of summer routes). Summer routes will be made available approximately two (2) weeks prior to the start of the summer school session. No names of individuals on the routes shall be used in the identification of the route.

Summer routes for children shall be filled on the basis of seniority of those nine-month employees indicating interest in such additional work. Those nine-month employees committing to these routes for the entire time period shall be compensated at their regular hourly rate of pay for the duration of the assignment.

Nine-month employees shall not be permitted to use their sick leave or personal days to cover absences during this period (i.e. no work – no pay). The Employer will make the information concerning the number of nine-month employees needed for summer route assignments by the end of the school year. The Employer reserves the right of assignment of these summer routes and no route bidding shall occur for these additional assignments. Summer routes not voluntarily filled by bidding in descending order of seniority shall be assigned on a rotating basis in inverse order of seniority for the entire period. Compensation for summer assignments shall be at the employee's regular rate.

The results of all such bidding and assignments shall be posted on the bulletin board in the transportation lounge. In the event of a vacancy during the course of an assignment year, the newly hired employee who fills the classification vacancy, shall drive such vacant route for the remainder of the assignment year.

Over the life of the negotiated agreement as nine-month transportation driving positions become vacant, the Board has the ability to convert said routes to twelve month routes.

## Section 2 – Cafeteria

Should the Board, in its sole discretion offer an extended program in the Fairhaven School requiring cafeteria staffing, leadership reserves the right to assign nine-month current cafeteria employees to that assignment in order of reverse seniority, if none first voluntarily accept the extra work. Pay is the then current hourly rate times hours worked. No vacation time will accrue.

## **ARTICLE 13 STAFF CERTIFICATION AND LICENSING**

### Section 1

All employees employed by the Employer whose classification requires certification or licensure shall maintain all requirements established by the appropriate State Department, licensing entity, and/or the Board.

### Section 2

Employees failing to show evidence of successful completion of annual certification requirements within their classification shall be relieved of their current classifications, duties, responsibilities, and salary. If a vacancy exists in another bargaining unit position for which

the employee is qualified, the employee may request a voluntary demotion to such position at that rate of pay.

### Section 3

Absent extenuating circumstances, employees are required to maintain annual training requirements, as set by the Board. This includes mandatory attendance on scheduled in-service days to receive training on Positive Behavior Support strategies or other training as required by the employer. Failure to do so will result in progressive disciplinary actions. No vacation or personal time will be approved on the scheduled mandatory in-service days.

### Section 4

All employees are required to complete a criminal background check prior to employment and periodically as required by the Ohio Department of Developmental Disabilities and/or the Ohio Department of Education, or Board policy. All new employees hired after the effective date of this contract will be required to pay the entire cost of the required background check.

## **ARTICLE 14 OVERTIME**

### Section 1

Overtime shall apply to FLSA non-exempt employees only. Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week. Overtime will be compensated only when the Administrator grants prior approval. Overtime shall be compensated either in the form of compensatory time off or pay at one and one-half (1 ½) times the regular rate of pay, at the discretion of employee. Such compensatory time is to be taken within the month in which it was earned, if practicable and shall be subject to the prior approval of the Employer. Compensatory time that is not taken within the applicable pay period shall be paid. Time off may be either in the form of flexible work hours within the same month worked on an hour for hour basis or compensatory time at time and one-half (1 ½) the overtime hours worked.

### Section 2

For the purposes of clarification, staff meetings are not to be considered overtime for exempt employees. In-service training shall not be considered overtime for exempt employees, and only those hours actually in training, exclusive of time allotted for meal periods, shall be considered as hours worked for non-exempt employees (a listing of exempt employees is set forth in Article 14, Section 4).

### Section 3

A non-exempt employee may be required by the Employer to work in excess of his normally scheduled work week and shall receive compensation at the straight time rate of pay for all hours worked up to and including forty (40) hours per week, or receive flexible work hours.

Section 4 – Classifications Exempt from Overtime:

Behavior Support Specialist  
Habilitation Coordinator  
Early Intervention Specialist  
Teacher  
Speech/Language Pathologist  
Registered Nurse  
Work Procurement Specialist

Section 5

For Nurses, Behavior Support Specialists, and Habilitation Coordinators flex-time shall not be strictly enforced or monitored, relying upon the professionalism of both the employee and the employer.

A meeting will be held with labor and appropriate managers to set out this professional relationship and to agree upon a dispute resolution should either side feel this procedure is not working.

**ARTICLE 15  
WORKING OUT OF CLASSIFICATION**

Section 1

When an employee is temporarily assigned or required by his/her immediate supervisor to perform the work of a higher classification and the employee is performing the essential (not incidental) duties and responsibilities of that classification, the employee will be compensated at the higher hourly rate of pay for all hours worked in the higher classification for that day.

Section 2

When an employee is temporarily required to perform the work of a lower classification, the employee will be compensated at the employee's regular hourly rate of pay for all hours worked in the lower classification for that day.

Section 3

Bargaining unit staff working above their respective classification in the nursing department shall be compensated at the rate of twenty dollars (\$20.00) per hour as long as they present an LPN license.

**ARTICLE 16  
CALAMITY DAYS**

Section 1

The following procedures will be followed in the event a "calamity day" is called due to adverse weather conditions and/or other emergency conditions as, deemed by the Employer. A calamity day may involve a "total program" closing or a "partial program" closing.

- A. All announcements concerning school and/or workshop closings will be made as early as possible in the morning on local radio and TV stations, as well as the employer's emergency notification system. (usually by 7:00 A.M.)
- B. The Bus Mechanic responsible for opening the garage, Bus Drivers, and Bus Aides shall report to work unless otherwise notified by their immediate supervisor. Bus Drivers, Bus Aides, and Bus Mechanics who are unable to be notified by their supervisor before leaving for work on a calamity day shall sign in upon arriving at work and will be compensated at straight time for hours worked if no calamity day is called. If the calamity day is called, employees in the aforementioned classification shall be compensated at time and one-half for hours worked commencing from sign-in time at the employee's arrival at work, not to exceed one-half ( $\frac{1}{2}$ ) hour prior to the start of the employee's regularly scheduled shift. The remaining school/workshop staff shall not report to work unless otherwise notified by their immediate supervisor. Those employees who are required to report to work even though a "calamity day" (closing) has been called shall be paid at a rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay for all hours actually worked and the remainder of the normal work day shall be paid at the regular rate of pay.
- C. In the event of a partial program closing once a workday has commenced, employees shall remain at work until all students and adults have left board building in the building the employee is working.
- D. Up to the number of calamity days as authorized by the State per program year will be with pay whether worked or not worked. Program year means the school year for 9-month employees and program year for 12-month employees. Should the number of calamity days exceed the number of calamity days as authorized by the State in any given program year, such additional days shall be without pay unless an employee is required to report to work. At the discretion of the Employer "make-up days" may be required. Any scheduled "make-up" day shall be compensated at the regular rate of pay. However, should a state or national emergency be declared which would require the closing of the Board's programs, and where such closing causes the total number of calamity days to exceed the number of calamity days as authorized by the State in one program year, employees shall suffer no loss in pay for such days provided that the State Department of DD and/or the State Department of Education waive make-up days for the total number of calamity days incurred during that program year. After the number of calamity days as authorized by the State are used, twelve month employees shall have the option to use vacation or personal days for any additional calamity days.
- E. Any employee who is required to work on a calamity day in excess of the number of calamity days as authorized by the State as stated above, shall receive his or her regular pay for the calamity day and shall be paid his or her regular hourly rate of pay for all hours actually worked.
- F. Bus routes will continue to operate until such time as a calamity day is called for the total program or unless otherwise instructed by the Superintendent. Bus drivers may use their discretion as to whether or not to travel specific roads which they may deem impassable beyond the normal hazards inherent in the job. Upon reporting to the program, drivers must advise their supervisor

of the pick-ups or stops missed and must be able to substantiate the reasons for it.

- G. Any employee on any approved paid leave (personal, sick, vacation) will not be charged against their leave balance for a calamity day, or any increment thereof, but shall be instead credited with a Calamity Day.

**ARTICLE 17  
DISCIPLINE AND DISCHARGE**

Section 1

Disciplinary action for issues other than those related to an employee's attendance may be initiated only for just cause. Disciplinary procedures for attendance matters are addressed in accordance with the attendance policy. Investigation phase of disciplinary action shall be initiated no later than 30 days after the Employer has knowledge of the incident. Disciplinary action may include any of the following:

- A. Instruction and Cautioning – Non-disciplinary counseling not to be placed in employee personnel file; however, employee must acknowledge receipt in writing and said acknowledgment shall be placed in employee's personnel file.
- B. Oral Reprimand – No suspension or penalty of any kind; however, a written notation of the date, time, and nature of the violation will be made.
- C. Written Reprimand – Notice to be given in writing stating reasons for the reprimand and a copy provided to the employee.
- D. Suspension – Notice to be given in writing stating the reasons for the suspension, effective date of the suspension, and a copy to be provided to the employee.
- E. Involuntary Demotion – Notice to be given in writing stating the charges to the employee and the effective date of the employee's re-assignment to the new position.
- F. Discharge – Notice to be given in writing stating the charges to the employee and the effective date of the employee's removal from employment. A copy of the disciplinary action will be provided to the employee, Union President and Grievance Chairperson.

Section 2

All records of disciplinary actions shall cease to have any force and effect in accordance with the following schedule, provided there are no related intervening disciplinary actions within the established time frames:

- A. Instruction and cautioning.....after 6 months
- B. Disciplinary actions up to and including a three (3) day suspension .....after 12 months

- C. Disciplinary actions greater than a Three (3) day suspension including involuntary demotion .....after 18 months
- D. Written Reprimand .....after 6 months

Section 3

A copy of any disciplinary action issued under Section 1 of this Article shall be forwarded to the Grievance Chairperson and a copy placed in the employee's personnel file.

Section 4

Before any disciplinary action which may result in suspension or termination is imposed on any employee, the Superintendent or his/her designee shall schedule a due process hearing. The affected employee, the local Union President and the Grievance Chairperson shall be notified in writing at least two (2) days in advance, of the date, time and place of the hearing, and the notice shall also contain a general statement of the charges against the employee. A hearing officer who is unrelated to the charge(s) against the employee and who is not in a direct line of supervision of the employee shall conduct the hearing. The role of the hearing officer shall be that of a fact finder and he/she shall only make a determination as to whether or not the conduct did occur. The employee and/or his union representative shall be afforded an opportunity to respond to the charges and shall have the right to confront, cross-examine and/or question any witnesses. The hearing officer shall submit his determination to the Superintendent and Union President within twenty (20) calendar days of the close of the hearing, except for extenuating circumstances by mutual agreement. The Superintendent shall render his decision within twenty (20) calendar days of receipt of the hearing officer's report, except for extenuating circumstances by mutual agreement. The Union and Employer shall receive copies of all documentation and evidence related to the charges (with the exception of incident reports concerning individuals served) 48 hours prior to the initiation of the due process hearing.

Section 5

The Staff Representative of AFSCME, Ohio Council 8, or designee may be present as a non-participant observer during any investigation that involves the questioning by the Employer of an employee who is, or may be, charged with an offense which may result in the employee's suspension or termination.

**ARTICLE 18  
LAY-OFF AND RECALL**

Section 1

Whenever the Board determines it is necessary to reduce the work force, the following procedures shall apply:

- A. The Employer shall determine the number of employees and the classifications to be affected by the lay-off.
- B. Employees in the classifications affected shall be placed on a seniority list by classification in descending order of bargaining unit seniority. Employees with the least bargaining unit seniority shall be laid off first.

- C. An employee who is laid off may bump an employee with the least bargaining unit seniority in an equal or lower classification, provided the employee is presently qualified to perform the duties of the classification as determined by the Employer, and provided the employee possesses the license and/or certification necessary for the classification. Qualified to perform the duties shall mean that the employee possesses the knowledge, skill, ability, and qualifications to perform the work without further training. Equal or lower classification shall mean a classification with the same or lower hourly rate of pay, entry level, step 0 for each bargaining unit classification, plus any additional ratio for specialized positions. (Entry level for Teacher shall be based on Step 0, Bachelor's Degree.)

## Section 2

The Employer shall notify the affected employees in writing, by hand delivery or by certified mail to the last address on file in the business office, as soon as practicable but no less than fourteen (14) calendar days in advance of any lay-off and will also notify the Union of the bargaining unit employees who will be affected by the lay-off.

## Section 3

An employee receiving a notice of lay-off shall have five (5) workdays following receipt in which to exercise a right to bump. The employee must notify the Employer in writing of his or her intent to bump. An employee who is bumped from a position shall have five (5) work days in which to exercise a right to bump in a similar manner.

## Section 4

Employees shall retain recall rights to their position for a period of twenty-four (24) months from the date of lay-off.

## Section 5

Recalls from lay-off will be in the inverse order of lay-off (last laid off, first recalled) within the respective classifications. An employee who is laid off may request to be placed on a recall list for another classification (equal or lower) provided the employee is presently qualified to perform the duties of the classification, and provided the employee is able to obtain the necessary license and/or certification within the applicable required time period.

## Section 6

In the case of a recall, the Employer shall provide notice of recall, by certified mail, sent to the last address on file in the business office for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than fourteen (14) calendar days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements approved by the Employer when the employee is being recalled to his/her former classification, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Employer informed of the employee's current address.

## Section 7

In the event of a lay-off in the Teacher (school-age) classification that results in the bumping of a Teacher (pre-school), the bumping rights will be offered first to the Teacher

(school-age) with the most classification seniority holding the required certification for the Teacher (pre-school) position.

In the event of a lay-off of a Classroom Assistant in the Preschool or School Programs that results in the bumping of a Classroom Assistant (Early Intervention), the bumping rights will be offered first to the Classroom Assistant with the most classification seniority who holds or is eligible for the required ODMRDD certificate. "Eligible for" shall mean the employee has completed the required course work to obtain ODMRDD certification as a Classroom Assistant (Early Intervention).

## **ARTICLE 19 GRIEVANCE PROCEDURE**

### Section 1 – Grievance Policy

The Employer recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be made available to any bargaining unit employee who may have a grievance.

No reprisals shall be taken against any bargaining unit employee for filing a grievance in good faith or for participating in the grievance procedure. No reprisals will be taken by the Union against any leadership member for responding in good faith to any grievance.

### Section 2 – Grievance Defined

The term "grievance" shall mean an allegation by a bargaining unit employee(s) or the Union that there has been a violation, breach, misinterpretation, or improper application of this Agreement.

The Union shall submit specific articles alleged to be violated, breached, misinterpreted, or improperly applied.

It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

### Section 3 – Procedures

All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. In responding to written grievances, the Employer will identify and attach, if feasible and/or reasonably available, a copy of appropriate rules and regulations.

The Union shall be the sole and exclusive representative of employees under the grievance procedures of this Article; however, nothing herein abridges an employee's rights under O.R.C. Chapter 4117.

The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. The withdrawal of a grievance shall not set a precedent in regards to any future grievances.

The Union may advance any grievance not answered by the Employer within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered and must be filed using the grievance form mutually adopted by the Employer and the Union:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and sections of the Agreement violated; and
- J. Remedy requested.

Written grievances and appeals shall be deemed received one (1) day after date received. The number of days indicated at each step is considered maximum.

The Union may present a class action or policy grievance involving a situation directly affecting a group of bargaining unit employees provided the grievance contains the information required above except that a Union representative may sign for the aggrieved employees.

#### Section 4 – Steps of Grievance Procedure

##### A. Informal Step

In order for an alleged grievance to receive consideration, it must be processed through a verbal discussion between the aggrieved employee, a union representative, and the aggrieved employee's immediate supervisor within 20 working days of the occurrence or the grievant's knowledge of the occurrence of the situation giving rise to the grievance as a preliminary step prior to pursuing the formal steps of the grievance procedure. The employee must advise Leadership that such discussion is pursuant to this informal step of the grievance procedure. The Leadership shall investigate the matter and provide a verbal answer to the grievant within ten (10) working days.

In most situations, the immediate Supervisor shall be the person to whom the employee is directly responsible in the day to day operation of the school and/or workshop.

B. Step 1

If the employee and the immediate leadership are unable to resolve the alleged grievance in the Informal Step within the time limits established herein for filing a written grievance or the leadership has failed to respond within ten (10) work days after discussing the grievance with the employee, the Union may process the grievance to Step 1 of the procedure. The Union must present the grievance to the Superintendent or designee (who has the authority to resolve the grievance) in writing within twenty (20) working days after the conclusion of the informal step. The Superintendent or designee within five (5) working days following receipt of the written grievance shall conduct a hearing. The Grievant, the Local Union President, and the Grievance Chairperson shall be notified of the time, place, and date of the hearing and the grievant shall be permitted to have an employee's Union Representative present.

The Superintendent or designee shall take action on the written grievance within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be in writing and copies sent to the Grievant, the Local Union President, and the Grievance Chairperson.

Step 2: Arbitration

If the grievance is not satisfactorily settled at Informal Step or Step 1, the Union may submit the grievance to Final and Binding Arbitration by providing notice to the Employer within thirty (30) work days of the receipt of the written answer at Step 1 or 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the last step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall meet within ten (10) working days following the request for arbitration to select an arbitrator.

- a. Within thirty (30) working days of the receipt of the Step 1 answer, the Union will notify the Superintendent in writing of the Union's intent to arbitrate the grievance.
- b. Within five (5) working days of the notification, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator to hear the case will be selected by using the "alternate strike" method of selection. The Union shall first strike any unacceptable name from the list, and then the Board shall strike and the process will continue until one name remains and that name will be selected to hear the dispute. Each party shall have the ability to reject one (1) list in its entirety. In this event the Union shall within five (5) working days of the rejection request an alternate list from the FMCS. In no case will more than three (3) lists be requested unless the third list is rejected by both parties.
- c. The arbitration step of the grievance procedure shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. The Arbitrator's decision will be issued in writing

not more than thirty (30) work days from the close of oral arguments or the filing of briefs, unless the time period is mutually extended by the parties. The fees and expenses of the Arbitrator shall be borne by the losing party.

The arbitrator shall hold the arbitration within thirty (30) work days of selection and issue his decision within forty-five (45) work days following the close of the hearing. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The Arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance, or practices.

Except in the instance where the Employer has established a new classification, the Arbitrator shall not establish any rates additional to the wage rates already negotiated as part of this Agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline.

In the event of monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided, except as provided herein, between the Employer and the Union. All costs directly related to the service of the Arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports 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.

An employee may have one (1) employee Union representative accompany them in the informal step of the procedure, and no more than two (2) employee representatives and one non-employee Union official accompany them in Step 1 of the procedure. The employee may have two (2) employee Union officials accompany them in arbitration, in addition to up to three (3) non-employee Union officials. Employee representatives, witnesses, and the Grievant shall lose no straight time pay as a result of the arbitration proceeding.

A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an

incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance may be required to sign the grievance.

#### Section 5

The grievance procedure set forth herein shall be the sole and exclusive method of appealing and resolving disputes concerning this contract.

#### Section 6 – Union Representation Activities

Officers and Stewards of Local 1992 shall restrict their investigation and writing of grievances as spelled out in Article 3, Section 2. Union Representative(s) shall suffer no loss in regular pay while attending any grievance hearings which will be scheduled during work hours, provided the time does not interfere with the normal daily operations of the Employer.

A representative of Ohio Council 8 may discuss and investigate any grievance at any time, without interruption of the daily operation of the Employer's programs, provided the employee(s) involved are on non-work time as set forth above or time as set forth in Article 3, Section 2.

It is understood that in all cases involving grievances, there shall in no way be any interference or interruptions of the regular normal daily operation of the Employer relative to students, adults, and/or staff.

Failure of an employee to perform his/her regular duties during the processing of a grievance shall result in suspension without pay and/or termination.

### **ARTICLE 20 RETIREMENT SICK LEAVE/SICK LEAVE CONVERSION**

#### Section 1 – General Provisions

Sick leave benefits with pay shall be provided in accordance with the following provisions:

- A. Sick Leave Credit – Sick leave credit shall be earned using a formula that provides fifteen (15) days of sick leave per year, except for Employment Specialists. Sick leave may accumulate from year to year without limit. A “day” is defined as the number of hours in an employee's normal workday.
- B. Retention of Sick Leave – Sick leave previously credited to employees prior to the effective date of this Agreement, which has not been used, shall remain a part of their accumulated sick leave balance.
- C. Expiration of Sick Leave – If illness or disability continues beyond the time covered by earned sick leave, the employee will be required to use accumulated vacation and any other accumulated paid leave before being granted a leave of absence without pay or a disability leave, in accordance with Article 26 of this Agreement.

- D. Charging of Sick Leave – Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.
- E. Evidence Required for Sick Leave Usage – The Employer may require an employee to furnish a satisfactorily written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate, from a licensed physician, stating the nature of the condition may be required by the Employer to justify the use of sick leave. For all instances of sick leave exceeding seven (7) consecutive calendar days, a physician's statement shall be provided to the Employer prior to the employee's return to work without restrictions. If an employee fails to provide a return to work release prior to his return, the employee shall be sent home without pay, until the statement is provided. After being sent home, continued failure to provide a physician's statement for two (2) or more consecutive working days may result in disciplinary action and/or forfeiture of sick pay for the leave in question. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action, which may include dismissal.
- F. Notification of Family Medical Leave (FMLA)
1. If the need for FMLA leave is foreseeable, an employee must make the request thirty (30) calendar days prior to the commencement of the leave, when practicable. The employee must submit a Request for Leave Form to his/her immediate supervisor, who will advise Human Resources. The employee will receive an "Employer Response to Employee Request for Family or Medical Leave" within two (2) business days after Human Resources receiving the employee's leave request. This response will contain information regarding the employee's rights and responsibilities under FMLA. The employee will be required to complete all requested information, including medical certification, in order to designate the leave as FMLA. The employee will have fifteen (15) work days to return the requested information to Human Resources. The employee may either mail the information or deliver it to Human Resources in the Board Office. Failure to provide the requested information may result in the delay of the requested leave.
  2. If the need for FMLA leave is unforeseeable or unexpected the employee is required to provide sufficient information so that the Employer will be able to determine whether the leave is a qualifying event under FMLA as part of the call-off procedure (see Art. 20, Section G (1)). This information must include name; position; department; expected date of return; and reason for the use of sick leave. If the information is sufficient the employee will receive an "Employer Response to Employee Request for Family or Medical Leave" within 2 business days.
  3. If the information is insufficient, the Employer will automatically send the "Employer Response to Employee Request for Family or Medical

Leave” to the employee on the fifth (5<sup>th</sup>) consecutive calendar day of absence to determine whether the leave is a qualifying event.

4. The response will contain information regarding the employee’s rights and responsibilities under FMLA. The employee will be required to complete all requested information, including medical certification, in order to designate the leave as FMLA. The employee will have fifteen (15) work days to return the requested information to Human Resources. The employee may either mail the information or deliver it to Human Resources in the Board Office. Failure to provide the requested information may result in the delay of the continuation of FMLA leave.
5. If the employee is not eligible for FMLA or the leave is not designated as FMLA, the employee will be on sick leave and must comply with the provisions of Article 20, SICK LEAVE.
6. Prior to returning to work from FMLA, a “Fitness-for-Duty” (return to work) statement, without restrictions, from the employee’s physician, shall be provided to the employee’s immediate supervisor, who will forward it to Human Resources. This statement must be presented prior to the employee’s return to work. If an employee fails to provide a return to work release prior to his return, the employee shall be sent home without pay, until the statement is provided. After being sent home, continued failure to provide a physician’s statement for two (2) or more consecutive working days may result in disciplinary action and/or forfeiture of sick pay for the leave in question.

G. Notification of Absence and Return to Work

1. When an Employee is incapacitated and is unable to report to work, he/she or a member of the employee's immediate family shall notify the Administration office by means of an answering machine provided by the Employer no later than 6:30 A.M. of the morning he/she will be absent or late absent a bona fide emergency or justifiable extenuating circumstances. Employees reporting off must provide the following information: name; position; department; expected date of return; and reason for the absence, or late start. If the employee is not personally reporting, the name of the individual making the call must be included in addition to the information above.
2. Except in cases of Family Medical Leave (FMLA) under (F) above, all staff members, who are on sick leave on a day to day basis are responsible for informing the Administration Office by 6:30 a.m. on the first day of such absence and each succeeding day of absence. After the first call off, employees may and are encouraged to call by 3:00 p.m. of each day prior to an anticipated day of absence in order for the Employer to address staffing needs for the next day.
3. All staff members shall file the appropriate Application for Leave Form with their immediate supervisor upon the day they return to work.
4. The reporting requirements of this Section do not apply to employees who are otherwise subject to departmental rules and regulations on

notification of absence and return to work (e.g.; Transportation Department, Maintenance Department).

5. Employees who fail to reach the answering machine are responsible for personally notifying their immediate supervisor or other responsible party of the absence or return to work.

## Section 2 – Use of Sick Leave

- A. Uses –With the approval of an employee's supervisor and the Superintendent, sick leave may be used by the employee only for the following reasons:
  1. Illness, injury, or pregnancy-related medical condition.
  2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
  3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
  4. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
  5. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary.

(Definition of immediate family for other than bereavement in subsection 4 above includes: Spouse, Mother, Father, Son, Daughter, Grandparent, Grandchild, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister, Brother, Sister-in-law, Brother-in-law, and a legal Guardian or loco parentis (person standing in place of parent). For the purposes of this Article 20, "en loco parentis" and "Legal Guardian" is defined as an adult with the legal authority and who without monetary compensation acts as the parent of a minor child who is living in the same household.).

## Section 3 – Abuse of Sick Leave

An employee who fails to comply with this Article shall not be allowed to use sick leave for time absent from work under such non-compliance. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, which may include dismissal.

The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges, such as excessive use of sick leave, demonstrating a pattern of abuse, etc.

#### Section 4 – Physician Examination

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee will be placed on sick leave or disability leave. The Employer shall pay the cost of such examination.

The Employer may also require an employee prior to returning to work take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not capable, the employee may request to be examined by a licensed physician mutually agreeable to the Employer and employee. Said examination shall be limited to the employee's specific condition, which rendered the employee incapable of performing the duties of his position. If still found not capable, the employee shall be placed on sick leave or disability leave. If found to be capable, the employee shall return to work and suffer no loss of sick leave or pay as a result of this Section. If the employee is found capable to return to work with specific restrictions, the Employer agrees to make accommodations, if reasonable and affordable and result in the employee being capable to perform the duties of his position. The Employer shall pay the cost of the examination requested by the Employer. The cost of the examination requested by the employee and mutually selected by the Employer and employee shall be equally shared.

#### Section 5 – Retirement Sick Leave Conversion

An employee may elect, at the time of PERS/STRS retirement from active service with the TCBDD.

1.

- A. If at least one-half ( $\frac{1}{2}$ ) of an employee's total public service time has been with Trumbull County Board of Developmental Disabilities (TCBDD), Board Employees may elect, at the time of retirement, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of their accrued but unused sick leave credit.
- B. If at least one-half ( $\frac{1}{2}$ ) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of their accrued but unused sick leave credit.
- C. If at least one-half ( $\frac{1}{2}$ ) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of their accrued but unused sick leave credit.
- D. If at least one-half ( $\frac{1}{2}$ ) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with 20 but less than 25 years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of their accrued but unused sick leave credit.

- E. If at least one-half ( $\frac{1}{2}$ ) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with 25 or more years of service with the State, any political subdivision or any combination thereof, to be paid in cash 100% of the value of their accrued but unused sick leave credit.
- F. Sick leave payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- G. If any employee of the Board dies while in active pay status, all accrued sick leave due his or her credit shall be paid to the estate of the deceased.
- H. Eligible Board employees retiring from active public service must request such payment in writing to the Human Resource Office in order to initiate the payment process.
- I. Payment is currently required to be made on the employee's last pay after the effective date of retirement in accordance with the County Auditor's procedures. Should the County Auditor's procedures change, leadership will formally notify the Union of the change.
- J. Experience credit for sick leave conversion does not accrue for the period of time when a staff member is in a non-pay status, except normal seasonal breaks to service.
- K. A full year of credit for sick leave conversion purposes will be granted to employees for each year that they work and do not have leaves of absences totaling more than one month of service. Seasonal breaks in service will not be deducted from service time. No more than one (1) year of credit will be granted for any twelve (12) month period.

2. Sick Leave Conversion

- A. If at least five (5) years of their total public service time has been with TCBDD, Board employee may elect, in November of each year, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of up to one-third ( $\frac{1}{3}$ ) of their accrued but unused sick leave benefit.
- B. If at least one-half ( $\frac{1}{2}$ ) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of up to one-third ( $\frac{1}{3}$ ) of their accrued but unused sick leave credit.
- C. If at least one-half ( $\frac{1}{2}$ ) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of up to one-third ( $\frac{1}{3}$ ) of their accrued but unused sick leave credit.

- D. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with twenty (20), but less than twenty-five (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of up to one-third (1/3) of their accrued but unused sick leave.
- E. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with twenty-five (25) or more years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 100% of the value of up to one-third (1/3) of their accrued but unused sick leave credit.
- F. Sick leave payment shall be based on the employee's rate of pay at the time of request and eliminates all sick leave credit for which they are being paid.
- G. Eligible Board employees must request such payment in writing to the Superintendent in order to initiate the payment process. This can only be requested in the month of November, and payment will be made within the next ninety (90) days.

Section 6 – Attendance Incentive

Employees shall receive the following benefits based upon the program year of September 1 through August 31 of the following year as an incentive to bargaining unit employees to refrain from using sick leave benefits unnecessarily:

<b>12-Month Employees</b>		<b>9-Month Employees</b>	
<b>Days of Quarterly Sick Leave Usage</b>	<b>Incentive</b>	<b>Days of Quarterly Sick Leave Usage</b>	<b>Incentive</b>
Up to and including one day	\$125.00	Up to and including one day	\$125.00
Or 5 days of Workers Compensation Benefits		Or 5 days of Workers Compensation Benefits	

The incentive benefits under this provision shall be paid quarterly.

Section 7

Classroom Assistants (Early Intervention) and Registered Nurses assigned to extra summer work are entitled to use their personal days and two (2) days of sick leave during the summer period of employment. These employees are not subject to the attendance policy nor shall they be entitled to any attendance incentive as outlined in Section 6 of this Article during the period of summer employment.

Section 8

Bereavement for the death of a member of the employee's immediate family. For this provision immediate family is defined and limited to the following: spouse, mother, father, legal guardian, or loco parentis, son, daughter, sibling, stepchildren of current marriage. In the case of death of any of the above listed family members employees will be entitled to five (5) days bereavement pay separate and apart from sick leave.

In the case of a death of the employee's or their spouse's grandparent, grandchild, mother-in-law, father-in-law, son or daughter-in-law, brother or sister-in-law, half-brother, half-sister, stepmother, stepfather, step brother or sister, the employee will be entitled to three (3) days bereavement pay separate and apart from sick leave.

For the death of an employee's aunt, uncle, niece, or nephew the employee will be entitled to one (1) day of bereavement pay separate and apart from sick leave.

For the purposes of this Article, en loco parentis and legal guardian are defined as an adult with the legal authority and who without monetary compensation acts as the parent of a minor child who is living in the same household.

## **ARTICLE 21 HOLIDAYS AND VACATIONS**

### Section 1

All twelve (12) month employees and nine (9) month Transportation employees shall be eligible for the following paid holidays except that the nine (9) month employees are not eligible for Independence Day. All nine (9) month employees whose work assignment is in the school will receive President's Day off without pay and their program year will be extended by one day.

- |                           |                           |
|---------------------------|---------------------------|
| A. Labor Day              | G. Martin Luther King Day |
| B. Thanksgiving Day       | H. President's Day        |
| C. Day After Thanksgiving | I. Friday Before Easter   |
| D. Day Before Christmas   | J. Memorial Day           |
| E. Christmas Day          | K. Independence Day       |
| F. New Year's Day         |                           |

The Program shall be closed during the week between Christmas Day and New Year's Day and all employees who would have normally been scheduled to work such days shall receive their regular base rate of pay. Custodians, Mechanics, and other essential employees who may be required by the Employer to work during that week shall be able to use such day(s) worked as Vacation Days.

### Section 2 – Vacations

- A. Vacations for 12-month staff shall be earned as follows:
- 1) No vacation less than 1 year (twelve (12) months) "total program" service completed.
  - 2) Two (2) weeks after 1-year (twelve (12) months) "total program" service completed.
  - 3) Three (3) weeks after 8 years "total program" service completed.
  - 4) Four (4) weeks after 15 years "total program" service completed.
  - 5) Five (5) weeks after 25 years "total program" service completed.

Note: Potential vacation seniority accrual for nine (9) month employees is pro-rated.

- B. Vacations shall be scheduled on the basis of classification seniority through the Department Head or Designated Building Authority (DBA) and must be approved in advance. During the window period of October 1 through October 31, employees shall sign up on posted vacation schedules for the following calendar year (January through December). A seniority list by classification will also be posted for employees' reference. No later than November 15th, employees will be notified by posting as to whether their requests have been approved or denied. Vacation leaves shall be awarded based on classification seniority and in accordance with the workload requirements, as determined by the Employer. However, employees requesting vacation in one week blocks (a block is defined as five (5) consecutive days in "paid vacation or holiday status") shall be given preference over employees requesting vacation in less than one week blocks, irrespective of seniority. Except in case of extraordinary circumstances, approved vacation blocks may not be canceled by an employee and employees in the first half of a promotional probationary period may not take vacation leave.

An employee who fails to make his/her vacation application during the window period will be awarded vacation leave without regard to seniority, on a first come, first served basis. Within ten (10) working days of the date of the request for leave, the employee will be notified as to whether the request was approved or denied.

- C. The Employer reserves the right to limit the employees who may be granted vacation and leave(s) at any specific time in any given unit.
- D. Prior to the last payday in December of each calendar year, each employee's accrued vacation time will be reviewed. Up to one year's accrued, but unused vacation shall be automatically carried over into the succeeding calendar year. Any additional accrued but unused vacation shall be paid to the employee in accordance with the County Auditor's pay schedule.
- E. Under special circumstances, an employee who needs to carry over accrued, but unused vacation in addition to that allowed in Section 2. D. must submit a written request to the Employer on or before December 1st of each calendar year. This request is subject to the Employer's approval.
- F. Vacation shall be granted in full day or one (1) hour increments.

For employees whose work days are not in whole hours (e.g. 6.5, etc.) should their vacation balance reach an amount less than one (1) hour, they may use this balance for one (1) occurrence.

## **ARTICLE 22 PERSONAL DAYS**

### Section 1

Employees shall be eligible for four (4) personal days each year (September 1<sup>st</sup> – August 31<sup>st</sup>).

## Section 2

- a. Employees wishing to request a personal day must do so on the employer's designated form.
- b. The immediate supervisor's approval/disapproval will be given prior to two (2) days before the requested personal day date.

## Section 3

- a. Approval will not be granted on scheduled parent-conference days, in-service training days, or the first or last day of school.
- b. Personal leave may be used in either full-day or one (1) hour increments.

## Section 4

Any unused but earned personal days shall be converted to sick leave at the end of each program year.

## Section 5

- a. New employees in their first year of employment shall only be eligible to receive the equivalent of 1 (one) personal day per quarter worked.
- b. For employees leaving employment and who have utilized more than one (1) personal day times the number of quarters worked, the employer shall deduct that daily rate from the last pay period.

# **ARTICLE 23 MILITARY LEAVE**

## Section 1

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

## Section 2

Employees are required to submit to the Employer, an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted. The employee shall remit any compensation or reimbursement for military leave to the Employer.

### Section 3

Each employee shall also be entitled to an unpaid leave of absence for military services as provided by O.R.C. §5903.

## **ARTICLE 24 COURT LEAVE**

### Section 1

The Employer shall grant court leave with full pay to any employee who:

- A. Is summoned for jury duty by a court of competent jurisdiction, or
- B. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

### Section 2

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer.

### Section 3

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party is not entitled to benefits under this Article, but may be granted vacation time, a personal day, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

## **ARTICLE 25 ASSAULT LEAVE**

Assault Leave (at no loss of pay) will be available to all bargaining unit employees of the Employer, subject to the following provisions:

- A. An employee who is required to be absent due to a documented physical injury incident which results from a spontaneous or premeditated student/client action directed at an employee or group of employees during employment hours, or when providing voluntary service at a Board approved activity or event, on or off program grounds and the action results in an injury which would prevent the employee from performing his/her duties, shall be eligible to receive assault leave.
- B. A request for assault leave shall be made on the Employer's designated form and shall include the following information:
  - 1. The nature of the injury;
  - 2. The date, times and place of the occurrence;

3. Identification of the individual or individuals causing the injury (if known);
  4. Facts and circumstances surrounding the injury;
  5. A certificate from a licensed physician describing the nature of the injury and its probable duration and stating that the employee is unable to perform the essential functions of the position as provided in the employee's job description.
- C. The form shall be returned to the appropriate Supervisor's/Program Director's office on the day of the injury or as soon after the occurrence as is possible. No assault leave may be approved prior to receipt of the written, completed application form, and the required medical documentation.
  - D. The bargaining unit employee, if requested by the Employer, shall consent to an examination at the expense of the Employer by an Employer designated physician at a reasonable time and place.
  - E. The affected employee shall agree to cooperate fully in pursuing any legal or police action by the Employer on behalf of the employee and/or the Employer.
  - F. Assault leave will be limited to a maximum of ten (10) working days, as warranted, per injury, to a maximum of two (2) incidents per year and shall not be chargeable to sick leave or personal leave.
  - G. If upon the exhaustion of the allowed assault leave days, the individual is unable to perform his/her duties and the employee has elected not to apply for Workers' Compensation benefits, he/she may apply for sick leave, disability leave, or disability separation.
  - H. An employee on assault leave shall make every effort to schedule follow-up treatment after working hours, but if unable to, any follow-up treatment necessitated as a result of the injury for which time off is not covered by Workers' Compensation shall be paid by physical injury leave. Such leave shall not exceed the ten (10) day limit provided in Section 1, sub-section F of this Article.
  - I. All initial assault leave examinations of a non-emergency nature shall be done by the Employer's physician. If the employee disagrees with the results of the initial examination, he/she may consult a physician of choice at the employee's expense subject to the hospitalization plan and/or Workers' Compensation coverage, if appropriate. If the two opinions differ, a physician mutually agreed to by the Employer and the employee shall conduct a third examination. If a third physician cannot be agreed upon, the Employer's physician and the employee physician shall mutually select the third physician. This opinion shall be binding on the parties. The Employer and the employee shall equally share the cost of the third physician.

- J. After the second instance of assault leave involving the same employee or the same consumer, the parties will meet to evaluate the situation(s) and make recommendations to resolve the issues which may have led up to the assault. Issues of staff ratio, training, programming etc. shall all be considered in making any recommendations. The results and recommendations of this meeting shall not be subject to the grievance procedure unless discipline is recommended for the employee.

## **ARTICLE 26 LEAVES OF ABSENCE WITHOUT PAY**

### Section 1

The Employer and the Union agree regular attendance on the part of all staff members is essential for the continuity of programming for students and enrollees. There are, however, certain circumstances, which at times limit staff attendance. The Employer may grant a leave of absence without pay to any employee only if the employee has exhausted his or her accumulated sick leave (in situations where sick leave would be appropriate), personal leave and any authorized vacation. The request for a leave of absence shall be considered on a consistent basis after reviewing each individual case. No request for leave shall be denied without just cause.

An employee must request any leave of absence in writing on a form designated by the Employer. The request shall state the reasons for requesting the leave and the dates for which such leave is being requested. Within ten (10) working days of the date that the request is submitted, the Employer will notify the employee as to whether the request was approved or denied.

### Section 2 – Personal Leave

The Employer may grant a leave of absence to an employee for a maximum of six (6) months for specified personal reasons of the employee.

### Section 3 – Educational Leave

Leave may be granted for a maximum period of two (2) years for the purpose of education, training or specialized experience which would be of direct or indirect benefit to the Employer, as determined by the Employer, by improved performance at any level. An employee granted an educational leave shall be required to return to the program to work a minimum of one (1) year following said approved Educational Leave. If State or Federal mandates or Employer changes in the requirements of a classification impact the certification requirements of staff, unpaid leave for job related training may be granted in accordance with the following: unpaid leave of up to one week may be granted to employees prior to exhaustion of paid leave if the required course work is not available outside the normal work hours. In all cases of leave under this Section, requests for education leaves (paid or unpaid) shall be granted on a first come first serve basis. In the case of two requests for leave at the same time, seniority shall be used as a tiebreaker. All requests for leave under this Section shall be made with sufficient advance notice to allow the Employer to evaluate the request and the granting of such leave shall be based upon operational needs.

#### Section 4 – Child Care

Any employee, including adoptive parents or legal guardians, may be granted a leave of absence without pay, not to exceed six (6) months in duration, for purposes of child care. All requests for leave of absence without pay, for purposes of childcare, shall be considered on a non-discriminatory basis without regard to the sex of the employee.

#### Section 5 – Disability Leave

- A. A leave of absence without pay due to a disabling illness, injury, or condition including pregnancy may be granted by the Employer for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months and that the employee will be able to return to the same or similar position. The granting of a disability leave of absence without pay will be subject to the rules regarding leaves of absence without pay contained herein.
- B. If the employee is unable to return to active work status by the end of the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation in accordance with Section 6 below.
- C. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition, including pregnancy, shall be required prior to the granting of a disability leave of absence unless the employee is hospitalized at the time the leave of absence is to begin. If the Employer requests an examination, the Employer shall bear the cost of the examination.

#### Section 6 – Disability Separation

An employee who becomes disabled may be granted a disability separation in accordance with the following provisions:

- A. Voluntary Reduction - When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be subject to the approval of the Superintendent.
- B. Disability Separation Procedure - A disability separation may be granted when an employee has exhausted an authorized disability leave of absence, and is:
  - 1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
  - 2. Declared physically incapable of performing the essential duties of his/her position by a licensed physician designated by the Employer; such examination normally is requested by the Employer when the employee is unable or unwilling to admit his or her incapacity wherein the costs are paid by the Board;

3. Employees granted a disability separation shall have their seniority “frozen” as of the day of the separation and shall accrue no further seniority until reinstated in accordance with the procedures outlined below.
- C. Temporary Appointment - During the first twelve (12) months of any disability separation, any appointment made to a position vacated by Disability Separation will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from Disability Separation be reinstated to another position, the temporary appointment will be made permanent.
- D. Re-instatement Procedure - Reinstatement rights following Disability Separation extend for two and one half (2½) years from the date the disability separation is granted. If an employee is placed on a disability leave without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to disability shall not exceed three (3) years for purposes of re-instatement. During the first twelve months of a disability separation an employee is to be re-instated to the same or similar position if the same position is no longer available within thirty (30) days after making application and passing a medical examination showing full qualifications to perform the duties of the position. If the disability separation continues beyond one (1) year, the employee may be reinstated to the same or similar position if there is a vacancy. If no vacancy exists, the employee shall be placed in a lower rated classification where a vacancy exists, provided the employee is qualified to perform the job and serve the required probationary period. If no vacancy within the bargaining unit as outlined above exists, the employee shall be laid off. For the purposes of this section only, layoff shall be a “straight layoff” and the employee has no “bumping rights” in this particular instance. Should a layoff be necessary, the employee shall be immediately recalled to the next vacancy in his/her prior classification. The posting and probationary period’s provisions will be waived in this case. The laid off employee will also be given notice of any vacant position within the bargaining unit and shall be permitted to bid upon any vacancy and shall be awarded the position, if qualified, subject to the promotional articles of this Agreement. An employee must submit medical documentation from a licensed physician indicating he/she can perform the duties of the job at the time application is made for re-instatement. The cost of said examination shall be paid for by the employee. The Employer may also require that an examination be conducted by a physician designated by the Employer, the costs of such examination shall be paid by the Employer. Employees on a disability separation must make application for disability retirement to PERS/STRS within six (6) months of the date of the disability separation began or within one (1) year of the date of the initial disability leave. Failure to make application to the appropriate retirement system may result in forfeiture of the employee’s reinstatement rights. If the disability retirement is approved, the separation must be reported to the Employer. The Employer will make every good faith effort to assist the employee on a disability separation in applying for and attaining the disability retirement if necessary, if uncontested.

An employee who does not return from Disability Separation, formally resign, or take disability retirement, shall be terminated with the notation, "Failure to Return from Disability Separation".

The employer has the right to utilize provisions under Worker's Compensation for maximum medical evaluations on a case by case basis. The language provided herein shall in no way abridge an employee's rights under Worker's Compensation.

#### Section 7

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

#### Section 8

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the Employer, may be removed. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the expiration date of the leave of absence without pay.

#### Section 9

Upon completion of a leave of absence without pay, the employee shall be returned to the same classification. If the employee's former classification no longer exists, the employee shall be assigned to a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both the employee and the Employer.

### **ARTICLE 27 SALARY SCHEDULES**

Salary schedules for bargaining unit employees are as follows:

Effective September 1, 2013, the base rate of each classification shall be increased by 2% with one step advancement.

Effective September 1, 2014, the base rate of each classification shall be increased by 1.5% with one step advancement.

Effective September 1, 2015, the base rate of each classification shall be increased by 1.5% with no step advancement.

The parties agree that hourly rates for purposes of determining equal or lower classifications under Article 18, Layoff and Recall, of the Collective Bargaining Agreement are as reflected in Exhibit A-1 and A-2, Wage and Salary Schedules.

1. Years of service for purposes of movement on steps of the salary schedule for nine (9) month employees shall be a minimum of one hundred-twenty (120)

days actually worked from the first day of each program calendar year through the last day of each program calendar year.

2. For teachers, see 3317.13 (A) (1) (a) through (d).

For a twelve (12) month employee a year of service for purpose of movement on salary “steps”, a minimum of one hundred seventy-three (173) days actually worked between the first and last day of a program year.

The employer agrees to pick up and pay on behalf of each employee, three percent (3%) of the employee’s share of the applicable pension. Such payment will be reported to the applicable retirement board as the employee’s share.

Employees hired after March 28, 2011 will be placed on the second tier salary schedule at the then current salary for the position for which they are hired.

**Wage Scale**  
**For Employees Hired On or After Execution of Agreement - (March 28, 2011)**  
**Effective Through 8/31/2016**

		9/1/2013	9/1/2014	9/1/2015
ACCOUNT CLERK (8 hr X 260 days = 2080 hrs)	Step 0	33,230.29	33,728.66	34,234.51
ADAPTED PHYSICAL EDUCATION ASST (6.5 hrs X 182 days = 1183 hrs)	Step 0	23,378.68	23,729.32	24,085.29
BEHAVIOR SUPPORT SPECIALIST (8 hrs X 260 days = 2080 hrs)	Step 0	43,336.18	43,986.18	44,645.95
	Step 1	44,675.70	45,325.70	45,985.47
	Step 2	46,015.22	46,665.22	47,324.99
BUS AIDES - 9 MO. (5 hrs X 180 days = 900 hrs)	Step 0	11,741.22	11,917.35	12,096.09
BUS AIDES - 12 MO. (5 hrs X 260 days = 1300 hrs)	Step 0	16,959.54	17,213.95	17,472.13
BUS DRIVER - 9 MO. (6 hrs X 181 days = 1,086 hrs)	Step 0	17,490.90	17,753.28	18,019.56
BUS DRIVER - 12 MO. (6 hrs X 260 days = 1,560 hrs)	Step 0	25,125.05	25,501.94	25,884.46
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs)	Step 0	19,760.24	20,056.70	20,357.54
(Extra days for Summer program at per diem rate)				
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs) W/DODD Adult/EI Certification	Step 0	20,053.27	20,354.11	20,659.44
(Extra days for Summer program at per diem rate)				
COOK (6.25 hrs X 180 days = 1125 hrs)	Step 0	16,618.95	16,868.25	17,121.26

COOK ASST (4.5 hrs X 180 days = 810 hrs)	Step 0	9,203.87	9,341.89	9,482.02
CUSTODIAN (8 hrs X 260 days = 2080 hrs)	Step 0	28,061.90	28,482.90	28,910.13
CUSTODIAN II (8 hrs X 260 days = 2080 hrs)	Step 0	31,653.86	32,128.72	32,610.66
CUSTODIAL AIDE (5.5 hrs x 260 days = 1430 hrs)	Step 0	12,922.34	13,116.10	13,312.87
EMPLOYMENT SPEC. (8 hrs X 260 days = 2080 hrs)	Step 0	35,267.44	35,796.38	36,333.23
* Employment Specialist salary is based on assignment				
HABILITATION COORDINATOR (8 hrs X 260 days = 2080 hrs)	Step 0	43,336.18	43,986.18	44,645.95
	Step 1	44,675.70	45,325.70	45,985.47
	Step 2	46,015.22	46,665.22	47,324.99
LICENSED PRACTICAL NURSE (8 hrs X 260 days = 2080 hrs) W/DODD Adult Services Certification	Step 0	38,400.96	38,976.91	39,561.60
MECHANIC (8 hrs X 260 days = 2080 hrs)	Step 0	39,923.73	40,522.56	41,130.34
REGISTERED NURSE (8 hrs X 260 days = 2080 hrs)	Step 0	43,336.18	43,986.18	44,645.95
	Step 1	44,675.70	45,325.70	45,985.47
	Step 2	46,015.22	46,665.22	47,324.99
REGISTERED NURSE (8 hrs X 184 days = 1472 hrs)	Step 0	29,067.73	29,503.74	29,946.22
	Step 1	30,407.25	30,843.26	31,285.74
	Step 2	31,746.77	32,182.78	32,625.26
(Extra days for Summer program at per diem rate)				

SECRETARY (8 hrs X 260 days = 2080 hrs)	Step 0	30,841.20	31,303.79	31,773.25
TRUCK DRIVER (8 hrs X 260 days = 2080 hrs)	Step 0	31,922.38	32,401.20	32,887.30
WORKSHOP SPEC (7hrs X 260 days = 1820 hrs)	Step 0	30,849.00	31,311.83	31,781.57
WORK PROCUREMENT SPEC (8 hrs X 260 days = 2080 hrs)	Step 0	39,451.36	40,043.12	40,643.82

**STEP 0 HOURLY WAGES**  
**For Employees Hired On or After Execution of Agreement - (March 28, 2011)**  
**Effective Through 8/31/2016**

		<b>9/1/2013 Hourly</b>	<b>9/1/2014 Hourly</b>	<b>9/1/2015 Hourly</b>
ACCOUNT CLERK (8 hr X 260 days = 2080 hrs)	Step 0	15.9761	16.2157	16.4589
ADAPTED PHYSICAL EDUCATION ASST (6.5 hrs X 182 days = 1183 hrs)	Step 0	19.7622	20.0586	20.3595
BEHAVIOR SUPPORT SPECIALIST (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
BUS AIDES - 9 MO. (5 hrs X 180 days = 900 hrs)	Step 0	13.0458	13.2415	13.4401
BUS AIDES - 12 MO. (5 hrs X 260 days = 1,300 hrs)	Step 0	13.0458	13.2415	13.4401
BUS DRIVER - 9 MO. (6 hrs X 181 days = 1,086 hrs)	Step 0	16.1058	16.3474	16.5926
BUS DRIVER - 12 MO. (6 hrs X 260 days = 1,560 hrs)	Step 0	16.1058	16.3474	16.5926
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs)	Step 0	16.7035	16.9541	17.2084
(Extra days for Summer program at per diem rate)				
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs) W/DODD Adult/EI Certification	Step 0	16.9512	17.2055	17.4636
(Extra days for Summer program at per diem rate)				
COOK (6.25 hrs X 180 days = 1125 hrs)	Step 0	14.7724	14.9940	15.2189

COOK ASST (4.5 hrs X 180 days = 810 hrs)	Step 0	11.3628	11.5332	11.7062
CUSTODIAN (8 hrs X 260 days = 2080 hrs)	Step 0	13.4913	13.6937	13.8991
CUSTODIAN II (8 hrs X 260 days = 2080 hrs)	Step 0	15.2182	15.4465	15.6782
CUSTODIAL AIDE (5.5 hrs x 260 days = 1430 hrs)	Step 0	9.0366	9.1721	9.3097
EMPLOYMENT SPEC. (8 hrs X 260 days = 2080 hrs)	Step 0	16.9555	17.2098	17.4679
* Employment Specialist salary is based on assignment				
HABILITATION COORDINATOR (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
LICENSED PRACTICAL NURSE (8 hrs X 260 days = 2080 hrs) W/DODD Adult Services Certification	Step 0	18.4620	18.7389	19.0200
MECHANIC (8 hrs X 260 days = 2080 hrs)	Step 0	19.1941	19.4820	19.7742
REGISTERED NURSE (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
REGISTERED NURSE (8 hrs X 184 days = 1472 hrs) (Extra days for Summer program at per diem rate)	Step 0	19.7471	20.0433	20.3439
SECRETARY (8 hrs X 260 days = 2080 hrs)	Step 0	14.8275	15.0499	15.2756
TRUCK DRIVER (8 hrs X 260 days = 2080 hrs)	Step 0	15.3473	15.5775	15.8112

WORKSHOP SPEC  
(7hrs X 260 days = 1820 hrs)

Step 0	16.9500	17.2043	17.4624
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WORK PROCUREMENT SPEC  
(8 hrs X 260 days = 2080 hrs)

Step 0	18.9670	19.2515	19.5403
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**TEACHER SALARY SCHEDULE**  
**For Employees Hired on or After Execution of Contract -**  
**(March 28, 2011)**  
 Effective Through August 31, 2014

<b>Steps</b>	<b>Bachelor 9/1/2013</b>	<b>18 S.H. 9/1/2013</b>	<b>Master 9/1/2013</b>
0	35,336.14	36,749.59	38,693.08
Index	1.00	1.040	1.095
1	36,749.59	38,339.72	40,459.89
	1.04	1.085	1.145
2	38,163.03	39,929.84	42,226.69
	1.08	1.130	1.195
3	39,576.48	41,519.97	43,993.50
	1.12	1.175	1.245
4	40,989.92	43,110.10	45,760.31
	1.16	1.220	1.295
5	42,403.38	44,700.22	47,527.11
	1.20	1.265	1.345
6	43,816.83	46,290.35	49,293.93
	1.24	1.310	1.395
7	45,230.27	47,880.48	51,060.74
	1.28	1.355	1.445
8	46,643.71	49,470.60	52,827.53
	1.32	1.400	1.495
9	48,057.15	51,060.74	54,594.35
	1.36	1.445	1.545
10	49,470.60	52,650.86	56,361.16
	1.40	1.490	1.595
11	50,884.04	54,240.98	58,127.95
	1.44	1.535	1.645

9 month 6.75 hrs X 184 days = 1242 hrs  
 (Extra days for Summer program at per diem rate)

Speech/Language Pathologist  
 Current Employees 1.20  
 New Hires 1.15

Early Intervention Spec 1.25

Supplemental Salaries  
 Athletic D 2.50% \$883.40  
 Men's Coach 7.00% \$2,473.53  
 Womens 6.00% \$2,120.17  
 Swimming 3.00% \$1,060.08

**\* Supplemental salaries will be assigned on an annual basis.**

**TEACHER SALARY SCHEDULE**  
**For Employees Hired on or After Execution of Contract -**  
**(March 28, 2011)**  
 Effective Through August 31, 2015

<b>Steps</b>	<b>Bachelor 9/1/2014</b>	<b>18 S.H. 9/1/2014</b>	<b>Master 9/1/2014</b>
0	35,866.23	37,300.88	39,273.52
Index	1.00	1.040	1.095
1	37,300.88	38,914.87	41,066.84
	1.04	1.085	1.145
2	38,735.53	40,528.84	42,860.14
	1.08	1.130	1.195
3	40,170.17	42,142.82	44,653.45
	1.12	1.175	1.245
4	41,604.82	43,756.81	46,446.77
	1.16	1.220	1.295
5	43,039.48	45,370.78	48,240.08
	1.20	1.265	1.345
6	44,474.13	46,984.76	50,033.40
	1.24	1.310	1.395
7	45,908.78	48,598.75	51,826.71
	1.28	1.355	1.445
8	47,343.42	50,212.72	53,620.01
	1.32	1.400	1.495
9	48,778.07	51,826.71	55,413.33
	1.36	1.445	1.545
10	50,212.72	53,440.69	57,206.64
	1.40	1.490	1.595
11	51,647.37	55,054.66	58,999.94
	1.44	1.535	1.645

9 month 6.75 hrs X 184 days = 1242 hrs  
 (Extra days for Summer program at per diem rate)

Speech/Language Pathologist  
 Current Employees 1.20  
 New Hires 1.15

Early Intervention Spec 1.25

Supplemental Salaries  
 Athletic D 2.50% \$896.66  
 Men's Coach 7.00% \$2,510.64  
 Womens 6.00% \$2,151.97  
 Swimming 3.00% \$1,075.99

**\* Supplemental salaries will be assigned on an annual basis.**

**For Employees Hired on or After Execution of Contract -  
(March 28, 2011)**

Effective Through August 31, 2016

<b>Steps</b>	<b>Bachelor 9/1/2015</b>	<b>18 S.H. 9/1/2015</b>	<b>Master 9/1/2015</b>
0	36,404.26	37,860.43	39,862.67
Index	1.00	1.040	1.095
1	37,860.43	39,498.63	41,682.89
	1.04	1.085	1.145
2	39,316.60	41,136.82	43,503.09
	1.08	1.130	1.195
3	40,772.77	42,775.01	45,323.31
	1.12	1.175	1.245
4	42,228.94	44,413.21	47,143.53
	1.16	1.220	1.295
5	43,685.12	46,051.39	48,963.73
	1.20	1.265	1.345
6	45,141.29	47,689.58	50,783.96
	1.24	1.310	1.395
7	46,597.47	49,327.79	52,604.17
	1.28	1.355	1.445
8	48,053.63	50,965.97	54,424.37
	1.32	1.400	1.495
9	49,509.80	52,604.17	56,244.59
	1.36	1.445	1.545
10	50,965.97	54,242.36	58,064.81
	1.40	1.490	1.595
11	52,422.14	55,880.54	59,885.01
	1.44	1.535	1.645

9 month 6.75 hrs X 184 days = 1242 hrs  
(Extra days for Summer program at per diem rate)

Speech/Language Pathologist

Current Employees 1.20

New Hires 1.15

Early Intervention Spec 1.25

Supplemental Salaries

Athletic D 2.50% 910.11

Men's Coach 7.00% 2,548.30

Womens 6.00% 2,184.26

Swimming 3.00% 1,092.13

**\* Supplemental salaries will be assigned on an annual basis.**

**Wage Scale**  
**For Employees Hired Prior To Execution of Agreement - (March 28, 2011)**  
**Effective Through 8/31/2016**

		9/1/2013	9/1/2014	9/1/2015
<b>ACCOUNT CLERK</b>				
<u>(8 hr X 260 days = 2080 hrs)</u>				
	Step 0	33,230.29	33,728.66	34,234.51
	Step 1	33,545.62	34,043.98	34,549.84
	Step 2	33,860.94	34,359.31	34,865.17
<b>ADAPTED PHYSICAL EDUCATION ASST.</b>				
<u>(6.5 hrs X 182 days = 1183 hrs)</u>				
	Step 0	23,378.68	23,729.32	24,085.29
	Step 1	23,588.90	23,939.54	24,295.51
	Step 2	23,799.12	24,149.76	24,505.73
	Step 3	24,009.34	24,359.98	24,715.95
	Step 4	24,324.61	24,675.25	25,031.22
<b>BEHAVIOR SUPPORT SPECIALIST</b>				
<u>(8 hrs X 260 days = 2080 hrs)</u>				
	Step 0	43,336.18	43,986.18	44,645.95
	Step 1	44,675.70	45,325.70	45,985.47
	Step 2	46,015.22	46,665.22	47,324.99
	Step 3	47,354.74	48,004.74	48,664.51
	Step 4	49,240.67	49,890.67	50,550.45
	Step 5	51,126.61	51,776.61	52,436.38
	Step 6	53,012.54	53,662.54	54,322.32
	Step 7	54,898.48	55,548.48	56,208.26
	Step 8	56,784.42	57,434.42	58,094.19
<b>BUS AIDES - 9 MO.</b>				
<u>(5 hrs X 180 days = 900 hrs)</u>				
	Step 0	11,741.22	11,917.35	12,096.09
	Step 1	11,950.38	12,126.51	12,305.25
	Step 2	12,160.35	12,336.48	12,515.22
<b>BUS AIDES - 12 MO.</b>				
<u>(5 hrs X 260 days = 1,300 hrs)</u>				
	Step 0	16,959.54	17,213.95	17,472.13
	Step 1	17,262.83	17,517.24	17,775.42
	Step 2	17,566.12	17,820.53	18,078.71
<b>BUS DRIVER - 9 MO.</b>				
<u>(6 hrs X 181 days = 1,086 hrs)</u>				
	Step 0	17,490.90	17,753.28	18,019.56
	Step 1	17,711.57	17,973.95	18,240.24
	Step 2	17,932.25	18,194.63	18,460.91

BUS DRIVER - 12 MO.  
(6 hrs X 260 days = 1,560 hrs)

Step 0	25,125.05	25,501.94	25,884.46
Step 1	25,440.32	25,817.22	26,199.73
Step 2	25,755.60	26,132.50	26,515.01

CLASSROOM ASSISTANT  
(6.5 hrs X 182 days = 1183 hrs)

Step 0	19,760.24	20,056.70	20,357.54
Step 1	19,970.46	20,266.92	20,567.76
Step 2	20,180.68	20,477.14	20,777.98
Step 3	20,390.90	20,687.36	20,988.19
Step 4	20,706.17	21,002.63	21,303.46

(Extra days for Summer program at per diem rate)

CLASSROOM ASSISTANT  
(6.5 hrs X 182 days = 1183 hrs)  
W/DODD Adult/EI Certification

Step 0	20,053.27	20,354.11	20,659.44
Step 1	20,263.49	20,564.33	20,869.66
Step 2	20,473.71	20,774.54	21,079.88
Step 3	20,683.93	20,984.76	21,290.10
Step 4	20,999.20	21,300.03	21,605.37

(Extra days for Summer program at per diem rate)

COOK  
(6.25 hrs X 180 days = 1125 hrs)

Step 0	16,618.95	16,868.25	17,121.26
Step 1	16,934.18	17,183.48	17,436.49
Step 2	17,249.40	17,498.70	17,751.71

COOK ASST  
(4.5 hrs X 180 days = 810 hrs)

Step 0	9,203.87	9,341.89	9,482.02
Step 1	9,414.06	9,552.09	9,692.22
Step 2	9,624.26	9,762.28	9,902.41

CUSTODIAN  
(8 hrs X 260 days = 2080 hrs)

Step 0	28,061.90	28,482.90	28,910.13
Step 1	28,377.23	28,798.22	29,225.46
Step 2	28,692.56	29,113.55	29,540.78

CUSTODIAN II  
(8 hrs X 260 days = 2080 hrs)

Step 0	31,653.86	32,128.72	32,610.66
Step 1	31,969.18	32,444.05	32,925.98
Step 2	32,284.51	32,759.38	33,241.31

CUSTODIAL AIDE  
(5.5 hrs x 260 days = 1430 hrs)

Step 0	12,922.34	13,116.10	13,312.87
Step 1	13,139.13	13,332.89	13,529.66
Step 2	13,355.91	13,549.68	13,746.45

EMPLOYMENT SPEC.  
(8 hrs X 260 days = 2080 hrs)

Step 0	35,267.44	35,796.38	36,333.23
Step 1	35,624.78	36,153.73	36,690.58
Step 2	35,982.13	36,511.07	37,047.92
Step 3	36,339.47	36,868.42	37,405.26
Step 4	37,090.77	37,619.71	38,156.56
Step 5	37,842.06	38,371.01	38,907.86
Step 6	38,593.36	39,122.30	39,659.15

\* Employment Specialist salary is based on assignment

HABILITATION COORDINATOR  
(8 hrs X 260 days = 2080 hrs)

Step 0	43,336.18	43,986.18	44,645.95
Step 1	44,675.70	45,325.70	45,985.47
Step 2	46,015.22	46,665.22	47,324.99
Step 3	47,354.74	48,004.74	48,664.51
Step 4	49,240.67	49,890.67	50,550.45
Step 5	51,126.61	51,776.61	52,436.38
Step 6	53,012.54	53,662.54	54,322.32
Step 7	54,898.48	55,548.48	56,208.26
Step 8	56,784.42	57,434.42	58,094.19

LICENSED PRACTICAL NURSE  
(8 hrs X 260 days = 2080 hrs)  
W/DODD Adult Services Certification

Step 0	38,400.96	38,976.91	39,561.60
Step 1	38,716.29	39,292.24	39,876.93
Step 2	39,031.62	39,607.57	40,192.26

MECHANIC  
(8 hrs X 260 days = 2080 hrs)

Step 0	39,923.73	40,522.56	41,130.34
Step 1	40,239.06	40,837.89	41,445.66
Step 2	40,554.38	41,153.22	41,760.99

REGISTERED NURSE  
(8 hrs X 260 days = 2080 hrs)

Step 0	43,336.18	43,986.18	44,645.95
Step 1	44,675.70	45,325.70	45,985.47
Step 2	46,015.22	46,665.22	47,324.99
Step 3	47,354.74	48,004.74	48,664.51
Step 4	49,240.67	49,890.67	50,550.45
Step 5	51,126.61	51,776.61	52,436.38
Step 6	53,012.54	53,662.54	54,322.32
Step 7	54,898.48	55,548.48	56,208.26
Step 8	56,784.42	57,434.42	58,094.19

REGISTERED NURSE  
(8 hrs X 184 days = 1472 hrs)

Step 0	29,067.73	29,503.74	29,946.22
Step 1	30,407.25	30,843.26	31,285.74
Step 2	31,746.77	32,182.78	32,625.26
Step 3	33,086.29	33,522.30	33,964.78
Step 4	34,972.22	35,408.22	35,850.71
Step 5	36,858.14	37,294.15	37,736.63
Step 6	38,744.07	39,180.08	39,622.56
Step 7	40,630.00	41,066.00	41,508.49
Step 8	42,515.92	42,951.93	43,394.41

(Extra days for Summer program at per diem rate)

SECRETARY  
(8 hrs X 260 days = 2080 hrs)

Step 0	30,841.20	31,303.79	31,773.25
Step 1	31,156.53	31,619.12	32,088.58
Step 2	31,471.86	31,934.45	32,403.90

TRUCK DRIVER  
(8 hrs X 260 days = 2080 hrs)

Step 0	31,922.38	32,401.20	32,887.30
Step 1	32,237.71	32,716.53	33,202.62
Step 2	32,553.04	33,031.86	33,517.95

WORKSHOP SPEC  
(7hrs X 260 days = 1820 hrs)

Step 0	30,849.00	31,311.83	31,781.57
Step 1	31,164.22	31,627.05	32,096.79
Step 2	31,479.45	31,942.27	32,412.02
Step 3	31,794.67	32,257.50	32,727.24
Step 4	32,451.33	32,914.15	33,383.90
Step 5	33,107.98	33,570.81	34,040.55
Step 6	33,764.64	34,227.47	34,697.21

WORK PROCUREMENT SPEC  
(8 hrs X 260 days = 2080 hrs)

Step 0	39,451.36	40,043.12	40,643.82
Step 1	40,396.93	40,988.69	41,589.39
Step 2	41,342.50	41,934.26	42,534.96
Step 3	42,288.06	42,879.82	43,480.53
Step 4	44,179.20	44,770.96	45,371.66
Step 5	46,070.34	46,662.10	47,262.80
Step 6	47,961.47	48,553.23	49,153.94

**STEP 0 HOURLY WAGES**  
**For Employees Hired Prior To Execution of Agreement - (March 28, 2011)**  
**Effective Through 8/31/2016**

		<b>9/1/2013</b>	<b>9/1/2014</b>	<b>9/1/2015</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
ACCOUNT CLERK (8 hr X 260 days = 2080 hrs)	Step 0	15.9761	16.2157	16.4589
ADAPTED PHYSICAL EDUCATION ASST (6.5 hrs X 182 days = 1183 hrs)	Step 0	19.7622	20.0586	20.3595
BEHAVIOR SUPPORT SPECIALIST (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
BUS AIDES - 9 MO. (5 hrs X 180 days = 900 hrs)	Step 0	13.0458	13.2415	13.4401
BUS AIDES - 12 MO. (5 hrs X 260 days = 1,300 hrs)	Step 0	13.0458	13.2415	13.4401
BUS DRIVER - 9 MO. (6 hrs X 181 days = 1,086 hrs)	Step 0	16.1058	16.3474	16.5926
BUS DRIVER - 12 MO. (6 hrs X 260 days = 1,560 hrs)	Step 0	16.1058	16.3474	16.5926
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs)	Step 0	16.7035	16.9541	17.2084
(Extra days for Summer program at per diem rate)				
CLASSROOM ASSISTANT (6.5 hrs X 182 days = 1183 hrs) W/DODD Adult/EI Certification	Step 0	16.9512	17.2055	17.4636
(Extra days for Summer program at per diem rate)				
COOK (6.25 hrs X 180 days = 1125 hrs)	Step 0	14.7724	14.9940	15.2189
COOK ASST (4.5 hrs X 180 days = 810 hrs)	Step 0	11.3628	11.5332	11.7062
CUSTODIAN (8 hrs X 260 days = 2080 hrs)	Step 0	13.4913	13.6937	13.8991

CUSTODIAN II (8 hrs X 260 days = 2080 hrs)	Step 0	15.2182	15.4465	15.6782
CUSTODIAL AIDE (5.5 hrs x 260 days = 1430 hrs)	Step 0	9.0366	9.1721	9.3097
EMPLOYMENT SPEC. (8 hrs X 260 days = 2080 hrs)	Step 0	16.9555	17.2098	17.4679
* Employment Specialist salary is based on assignment				
HABILITATION COORDINATOR (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
LICENSED PRACTICAL NURSE (8 hrs X 260 days = 2080 hrs) W/DODD Adult Services Certification	Step 0	18.4620	18.7389	19.0200
MECHANIC (8 hrs X 260 days = 2080 hrs)	Step 0	19.1941	19.4820	19.7742
REGISTERED NURSE (8 hrs X 260 days = 2080 hrs)	Step 0	20.8347	21.1472	21.4644
REGISTERED NURSE (8 hrs X 184 days = 1472 hrs)	Step 0	19.7471	20.0433	20.3439
(Extra days for Summer program at per diem rate)				
SECRETARY (8 hrs X 260 days = 2080 hrs)	Step 0	14.8275	15.0499	15.2756
TRUCK DRIVER (8 hrs X 260 days = 2080 hrs)	Step 0	15.3473	15.5775	15.8112
WORKSHOP SPEC (7hrs X 260 days = 1820 hrs)	Step 0	16.9500	17.2043	17.4624
WORK PROCUREMENT SPEC (8 hrs X 260 days = 2080 hrs)	Step 0	18.9670	19.2515	19.5403

**TEACHER SALARY SCHEDULE**  
Effective Through August 31, 2014

Steps	Bachelor 9/1/2013	18 S.H. 9/1/2013	Master 9/1/2013
0	35,336.14	36,749.59	38,693.08
Index	1.00	1.040	1.095
1	36,749.59	38,339.72	40,459.89
	1.04	1.085	1.145
2	38,163.03	39,929.84	42,226.69
	1.08	1.130	1.195
3	39,576.48	41,519.97	43,993.50
	1.12	1.175	1.245
4	40,989.92	43,110.10	45,760.31
	1.16	1.220	1.295
5	42,403.38	44,700.22	47,527.11
	1.20	1.265	1.345
6	43,816.83	46,290.35	49,293.93
	1.24	1.310	1.395
7	45,230.27	47,880.48	51,060.74
	1.28	1.355	1.445
8	46,643.71	49,470.60	52,827.53
	1.32	1.400	1.495
9	48,057.15	51,060.74	54,594.35
	1.36	1.445	1.545
10	49,470.60	52,650.86	56,361.16
	1.40	1.490	1.595
11	50,884.04	54,240.98	58,127.95
	1.44	1.535	1.645
12	52,297.49	55,831.11	59,894.77
	1.48	1.580	1.695
13	53,710.95	57,421.23	61,661.57
	1.52	1.625	1.745
14	55,124.39	59,011.37	63,428.37
	1.56	1.670	1.795
15	56,537.84	60,601.49	65,195.19
	1.60	1.715	1.845

9 month 6.75 hrs X 184 days = 1242 hrs  
(Extra days for Summer program at per diem rate)

Speech/Language Pathologist

Current Employees 1.20  
New Hires 1.15

Early Intervention Spec 1.25

Supplemental Salaries

Athletic D 2.50% \$883.40  
Men's Coach 7.00% \$2,473.53  
Womens 6.00% \$2,120.17  
Swimming 3.00% \$1,060.08

**\* Supplemental salaries will be assigned on an annual basis.**

## TEACHER SALARY SCHEDULE

Effective Through August 31, 2015

Steps	Bachelor 9/1/2014	18 S.H. 9/1/2014	Master 9/1/2014
0	35,866.23	37,300.88	39,273.52
Index	1.00	1.040	1.095
1	37,300.88	38,914.87	41,066.84
	1.04	1.085	1.145
2	38,735.53	40,528.84	42,860.14
	1.08	1.130	1.195
3	40,170.17	42,142.82	44,653.45
	1.12	1.175	1.245
4	41,604.82	43,756.81	46,446.77
	1.16	1.220	1.295
5	43,039.48	45,370.78	48,240.08
	1.20	1.265	1.345
6	44,474.13	46,984.76	50,033.40
	1.24	1.310	1.395
7	45,908.78	48,598.75	51,826.71
	1.28	1.355	1.445
8	47,343.42	50,212.72	53,620.01
	1.32	1.400	1.495
9	48,778.07	51,826.71	55,413.33
	1.36	1.445	1.545
10	50,212.72	53,440.69	57,206.64
	1.40	1.490	1.595
11	51,647.37	55,054.66	58,999.94
	1.44	1.535	1.645
12	53,082.02	56,668.65	60,793.27
	1.48	1.580	1.695
13	54,516.68	58,282.62	62,586.57
	1.52	1.625	1.745
14	55,951.33	59,896.61	64,379.88
	1.56	1.670	1.795
15	57,385.97	61,510.59	66,173.20
	1.60	1.715	1.845

9 month 6.75 hrs X 184 days = 1242 hrs  
(Extra days for Summer program at per diem rate)

### Speech/Language Pathologist

Current Employees 1.20

New Hires 1.15

Early Intervention Spec 1.25

### Supplemental Salaries

Athletic D 2.50% \$896.66

Men's Coach 7.00% \$2,510.64

Womens 6.00% \$2,151.97

Swimming 3.00% \$1,075.99

**\* Supplemental salaries will be assigned on an annual basis.**

**TEACHER SALARY SCHEDULE**  
Effective Through August 31, 2016

<b>Steps</b>	<b>Bachelor 9/1/2015</b>	<b>18 S.H. 9/1/2015</b>	<b>Master 9/1/2015</b>
0	36,404.26	37,860.43	39,862.67
Index	1.00	1.040	1.095
1	37,860.43	39,498.63	41,682.89
	1.04	1.085	1.145
2	39,316.60	41,136.82	43,503.09
	1.08	1.130	1.195
3	40,772.77	42,775.01	45,323.31
	1.12	1.175	1.245
4	42,228.94	44,413.21	47,143.53
	1.16	1.220	1.295
5	43,685.12	46,051.39	48,963.73
	1.20	1.265	1.345
6	45,141.29	47,689.58	50,783.96
	1.24	1.310	1.395
7	46,597.47	49,327.79	52,604.17
	1.28	1.355	1.445
8	48,053.63	50,965.97	54,424.37
	1.32	1.400	1.495
9	49,509.80	52,604.17	56,244.59
	1.36	1.445	1.545
10	50,965.97	54,242.36	58,064.81
	1.40	1.490	1.595
11	52,422.14	55,880.54	59,885.01
	1.44	1.535	1.645
12	53,878.31	57,518.74	61,705.23
	1.48	1.580	1.695
13	55,334.49	59,156.93	63,525.44
	1.52	1.625	1.745
14	56,790.66	60,795.13	65,345.65
	1.56	1.670	1.795
15	58,246.83	62,433.32	67,165.87
	1.60	1.715	1.845

9 month 6.75 hrs X 184 days = 1242 hrs  
(Extra days for Summer program at per diem rate)

Speech/Language Pathologist

Current Employees 1.20

New Hires 1.15

Early Intervention Spec 1.25

Supplemental Salaries

Athletic D 2.50% \$910.11

Men's Coach 7.00% \$2,548.30

Womens 6.00% \$2,184.26

Swimming 3.00% \$1,092.13

**\* Supplemental salaries will be assigned on an annual basis.**

## **BUS DRIVERS/BUS AIDES**

### **A. Field Trips**

1. A Field Trip is defined as an event, which requires the use of a school bus, or a CDL licensed school bus driver. A "community referenced" field trip is a trip designed to teach or refine a skill and generally does not require the use of a school bus or CDL licensed school bus driver.
2. Field Trips will be posted in the Transportation Lounge one-month in advance of the trip, if practicable. Trips will be assigned by rotation starting with the most senior driver and based upon the school/workshop calendars. Field Trip rules will be uniformly applied and if Bus Aides are utilized, they will first be assigned from a voluntary sign up list and then the same rotation system shall be utilized if no volunteers are available. Credit will be given to Drivers and or Aides who actually take the trip. Bus Drivers (or Bus Aides, if used) assigned to Field Trips must perform the assignments absent bona-fide illness or emergency with documentation as appropriate.
3. When a Bus Aide is assigned to a Field Trip, the Bus Aide will be compensated at a rate of one hundred percent (100%) of the current hourly rate for each hour involved or established increments thereof.
4. The need for a Bus Aide when only one (1) wheelchair is involved will be evaluated based upon equipment and needs of the individual enrolled in Fairhaven Programs and recommendation of the staff. A Bus Aide will be assigned when two (2) or more wheelchairs are involved.
5. In the event a Field Trip begins or end outside of normal program hours, the driver will receive his/her regular daily during normal program hours plus one hundred percent (100%) of that rate for all hours worked outside of the normal program hours.
6. In the event a field trip ends in less than an hour, the bus driver and bus aide shall be compensated for an hour at their regular rate of pay.

### **B. Overnight/Weekend Field Trips**

1. Each driver assigned to an overnight/weekend (weekend is defined as beginning 6 p.m. Friday through 6:00 a.m. Monday) Field Trip shall be compensated their regular hourly rate of pay for every hour actually driven during the trip. Overnight/weekend Field Trips shall be offered to drivers based upon classification seniority. If no driver accepts, assignment shall be made based upon inverse seniority.

### **C. Boot/Shoe Allowance**

Effective September 1, 2010 and once annually, all employees required to wear steel toe shoes or boots as part of their job performance will be reimbursed up to \$100 for the purchase of said footwear. Custodial,

Mechanics, Lawn Crew Employment Specialist, Employment Specialist based upon assignment. Receipt required to be presented to Fiscal Department.

D. On Board Instructor Allowance

Transportation employees certified as On Board Instructor (OBI) will be paid an additional \$1.00 per hour on top of their normal hourly rate for each hour worked as an OBI. Should the employee move to a position in a department other than transportation they will no longer be permitted to work as an OBI.

**ARTICLE 28  
HEALTH INSURANCE AND RELATED BENEFITS**

All full-time employees defined in Article 1, Section 2 are eligible for health and life insurance coverage as outlined in this Article.

Section 1 – Type of Health Insurance Benefits

The Board shall provide health insurance plan(s) which include benefits for:

- A. Hospital Services/Medical-Surgical Benefits/Major Medical Benefits.
- B. Health Maintenance Organization/Preferred Provider.
- C. Dental.
- D. Vision Care Program.
- E. Hearing Care.

Section 2 – Payment for Health Insurance Plans

For Bargaining Unit employees – The Board will pay the premium cost of single and family coverage for the health coverage specified in Section 1 with employee contributions as specified in this Article.

Section 3 – Health Insurance Committee

PART ONE – General

- A. The parties shall establish an eight (8) member Health Insurance Committee. The Committee shall be composed of up to four (4) representatives appointed by the Board and up to four (4) representatives appointed by the Bargaining Unit. The Board and Bargaining Unit shall each identify one of their representatives as designated spokesperson and contact person for purposes of coordination and communication.
- B. The purpose of the Health Insurance Committee shall be to explore, investigate, and seek to identify health insurance coverage options that maintain the highest possible level of benefits obtainable at a cost-effective premium. Quality and value shall be the goals. All activities of and outcomes developed by the Committee shall be consistent with any applicable laws.

- C. The Committee shall determine the appropriate length, frequency, and locations of its meetings. The Board and the Bargaining Unit shall share the Committee's work product.
- D. The Board or Bargaining Unit may at any time propose a change in the insurance broker/consultant. The Committee shall have the discretion to determine the process which shall be utilized to select a new insurance broker/consultant. If there is not unanimous agreement on that process, the following process shall be followed:
  - 1. The respective Board and Bargaining Unit members of the Committee shall each identify two prospective insurance broker/consultants.
  - 2. The four proposed insurance broker/consultants shall immediately be contacted and asked to present individual proposals to the Committee.
  - 3. The Committee shall review the proposals of the prospective insurance broker/consultants and select a recommended broker/consultant from among the candidates. If the Committee is unable to reach unanimous agreement on the selection of an insurance broker/consultant, a toss of a coin will determine who will be the insurance broker/consultant for the Board.
- E. The selected insurance broker/consultant shall meet with the Health Insurance Committee, develop a request for proposals (RFP) on health insurance coverage, present the RFP to the Committee for its review and approval in sufficient time to permit its submission to the market and, immediately following approval by the Committee, submit the RFP to the market.
- F. The Committee will review and analyze the results of the RFP process and make recommendations to the membership and Board on any proposed replacement of, or changes to, the health insurance plan that expires.
- G. A recommendation regarding continued health insurance coverage, and employee and Board contribution to future premiums, shall be determined by a majority vote of the insurance committee. In the event the Committee vote fails to obtain a majority of members, the Board will make the final determination regarding the insurance benefit and premium contribution.
- H. Bargaining Unit and Management/Exempt staff shall have the same options regarding insurance and shall pay the same premium contributions.

#### PART TWO – Board Responsibilities

- A. The Board shall assist the Health Insurance Committee in the fulfillment of its mission and responsibilities. To that end, the Board shall provide the Committee with information on the Bargaining Unit concerning claims and experience and such other financial reports and data as are necessary to its reviews and analyses.
- B. The Board shall be responsible for the reasonable cost of materials and any training needed for the Committee to fulfill its purpose, provided that the Board

shall have sole discretion to determine what and whether proposed materials and training are necessary for the Committee to fulfill its purpose.

- C. The members of the Committee shall be afforded release time for the time spent in active Committee session. Members of the Committee shall not be adversely affected due to their membership on or participation in the Committee.
- D. The Board will maintain an Internal Revenue Code Section 125 plan that allows participants to shelter qualified medical and dental expenses.

#### Section 4 – Hospitalization/Surgical/Major Medical/HMO

Beginning January 1, 2014 the Board shall offer two options of insurance for its employees – A 90/10 PPO plan and a Health Savings Account (HSA) option.

HSA Option: the cost of the total premium shall be paid by the Board as provided in Section 2.

- A. Bargaining unit members selecting single coverage under this option will be provided \$1250.00 the first year, \$750.00 the second year, and \$500.00 the third year, to be deposited into their health savings account at the beginning of each calendar year, to be used toward the cost of their health care. Employees may contribute additional amounts into their health savings account each pay on a pretax basis.
- B. Bargaining unit members selecting family coverage under this option will be provided \$2500.00 the first year, \$1500.00 the second year, and \$1000.00 the third year, to be deposited into their HSA account at the beginning of each calendar year, to be used toward the cost of their health care. Employees may contribute additional amounts into their health savings account each pay on a pretax basis.

The 90/10 PPO Plan: The Board will pay 80% of the total cost of health insurance for single or family coverage for employees selecting this option. All employees selecting this option (Single or Family) shall be responsible to pay 20% of the total cost of the coverage selected.

YES Program: Employees who obtain proof of an annual physical exam will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution. Proof of completed annual physical must be provided each year to continue to receive the additional \$50.00. Employees who provide proof of their completion of the Health Risk Assessment will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution. The Health Risk assessment must be completed on an annual basis and proof of completion provided each year to continue to receive the \$50.00. Employees who provide a signed affidavit as proof that they, and every member of their family who is on the Board's health insurance plan, are a nonsmoker will receive \$50.00 to be either deposited into their HSA account, or deducted from their PPO annual premium contribution. The signed affidavit must be provided on a yearly basis to continue to receive the additional \$50.00.

Section 5 – Employees Contribution to Premiums

All full-time and substitute Bargaining unit employees who select the HSA plan offered by the Board shall contribute 20% of the total costs for the health care insurance including any premium increases or decreases over the life of this contract.

Bargaining Unit employees selecting the 90/10 PPO Plan shall be responsible to pay 20% of the total cost of the coverage selected including any premium increases or decreases over the life of this contract.

Payroll deduction in the appropriate amount per pay shall commence with the first of the month following receipt of the benefit enrollment card by the payroll office. Thereafter, such fees shall continue to be deducted each month and continue until the payroll office receives written notice of the employee’s desire to discontinue his/her health insurance benefits.

Section 6 – Employee Assistance Plan (EAP)

The Board shall provide an Employee Assistance Plan (EAP) for all employees at no cost to the employee.

It is also mutually agreed that the Board shall pay in full all premiums required for the Employer’s Life Insurance Plan. The Life Insurance benefit shall be in the amount of \$25,000.00 per eligible employee (subject to the recommendations of the Health Insurance Committee) for the duration of this agreement.

Section 7 – Maintenance of Standards

- A. It is the mutual intent of the parties that the employees suffer no harm as a result of the change in the provider network or Plan.
- B. The employees are assured coverage or benefits for health, vision, hearing and dental insurance, no less than as set forth herein for the duration of the Agreement.

OHIO AFSCME CARE PLAN

The Employer shall contribute each month, for each bargaining unit employee, the following amounts to the Ohio AFSCME Care Plan:

Effective: \_\_\_\_\_

Vision Level 2	\$12.00
Dental Level 3	\$56.00
<u>Hearing Care</u>	<u>\$0.50</u>
Total	\$68.50 per month

Section 8 – Employee Enrollment

- A. In order for a member of the bargaining unit to receive the health insurance benefits provided in Section 1, the member shall sign a benefit enrollment card. An employee choosing not to receive the health insurance benefits shall sign a statement to that effect. No later than the first day of employment, a

new employee shall be given a copy of the health insurance benefits available and a benefit enrollment card. The employer shall obtain a signed and dated verification by the employee of receipt of the information and form. The insurance coverage shall commence either on the first day of employment, provided the enrollment card is completed prior to the official date of hire, or the day after the completed benefit enrollment card has been returned to the Human Resources office by the new employee.

- B. There shall be an annual open enrollment period each August or the last month of the insurance contract. Current or new employees may always enroll or re-enroll during the enrollment periods without evidence of insurability or loss of coverage.
- C. Waiver Bonus for Hospitalization – Any employee who is covered by his/her spouse's family health insurance coverage may waive his/her coverage provided for in Section 1 in writing and receive a monthly cash "waiver bonus" of one hundred dollars (\$100). The waiver bonus option is not available to employees who do not become covered by their spouse's family insurance plan. The waiver must include written documentation from the spouse's employer of the availability of other insurance coverage. The written documentation must include the name of the carrier that provides the coverage and the identifying number of the policy, contract, or plan. The waiver must clearly explain the procedure for enrollment if the spouse's coverage is lost during the year. An employee who notifies the Board within thirty (30) days of the "involuntary" loss of other insurance coverage may enroll in the Board plan without evidence of insurability with coverage to become effective on the date the other insurance terminates. For purposes of this section, "involuntary" loss of the other coverage shall include loss of coverage due to spouse's lay-off, reduction in hours, death, divorce, or separation from employment (including termination, resignation, or retirement). It shall also include loss due to an increase in premium cost of the spouse's insurance subject to and conditioned upon the approval of the Board's current health insurance carrier and at no additional premium cost to the Board. Enrollment must be supported by written documentation from the spouse's employer of the termination of the other insurance coverage. An employee may always re-enroll without evidence of insurability or loss of coverage during the annual enrollment period.

## **ARTICLE 29 UNION RIGHTS**

### Section 1

Upon written request, the Union will be provided with copies of minutes of regular official meetings of the Board. Copies of the official agenda will also be made available to the Union President upon request.

### Section 2

Upon written request, the Union will be provided a copy of new or existing Board Policies and Procedures directly affecting the bargaining unit.

### Section 3

The Union is permitted up to two (2) representatives, designated by the Local Union President, to jointly participate in the orientation process of new employees. Paid release time, including any necessary travel time, for union representatives shall not exceed two (2) hours each. The subject matter of the Union's presentation will be provided in advance and approved by the Employer.

### Section 4

Upon receipt of individual authorization cards, voluntarily executed by the employee, the Employer will deduct contributions to the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit employees who choose to make such contributions.

## **ARTICLE 30 LABOR-MANAGEMENT COMMITTEE**

### Section 1

In the interest of effective communications between the Employer and the Union, the Employer and/or his designees agree to meet at the call of either labor or management with not more than six (6) employee representatives and the Local Union President. One (1) employee representative shall be from the School, one (1) from the Niles Workshop, one (1) from the Champion Workshop, one (1) from the Transportation Department, one (1) from Seniors, an ad hoc representative, and one (1) from the Tomaski Center. In addition, one non-employee Union representative and one non-employee representative from leadership may attend Labor-Management Committee meetings.

The purpose of such meetings shall be to discuss specific articles of the negotiated agreement.

Either party desiring to schedule a Labor-Management meeting shall submit a written request to the other party at least ten (10) work days in advance of the requested meeting date. One day of each month shall be normally set aside for such meetings, as determined by need and the Employer. The written request shall include an agenda of specific contract articles and an explanation of the issues to be discussed and the names of those representatives who will be attending. One of the above representatives may be substituted for the representative involved in the issues to be discussed according to the agenda.

Employees shall not suffer any loss in regular pay while attending a Labor-Management meeting. Meetings shall be scheduled at a mutually convenient time so as not to interfere with the normal daily operations of the Employer.

### Section 2

The Labor-Management Committee may not make any changes in the Agreement. The Labor-Management Committee may, however, jointly interpret and/or clarify the intent of the Agreement.

### Section 3

The parties agree to the establishment of the following labor/management committees composed of equal numbers of members from labor and management:

- A. Facility Health and Safety  
This committee shall meet on an as needed basis, with equal numbers from labor and management. This committee shall address health and safety issues of the Program. The committee may have emergency meetings and may make recommendations to the Program Labor Management Committee.
- B. Wellness Committee  
The mission of the committee is to develop programs for the improved wellness of the employees and to monitor the Employee Assistance Program and the processing of the Worker's Compensation claims.
- C. Health Insurance Committee  
Outlined in Article 28, Section 4.

## **ARTICLE 31 HEALTH AND SAFETY**

### Section 1

The Board agrees to provide a safe and healthful workplace as required by the State of Ohio.

## **ARTICLE 32 BULLETIN BOARDS**

### Section 1

The Union may post Union material on the bulletin boards in the Workshop Lounge, the School Staff Lounge, and the Staff Lounge in the Bus Garage, after first providing a copy of the material to the Facility Manager/Department Supervisor.

### Section 2

The Facility Manager/Department Supervisor shall reserve the right to remove from the bulletin board any material, which is deemed to be objectionable.

## **ARTICLE 33 EVALUATIONS**

### Section 1

The Employer shall retain the right and responsibility to evaluate employees and to determine the content of the evaluations. The evaluation procedure is intended to aid employees in the improvement of job performance and to provide the Employer with

information which may be used as one of the considerations in determining such matters as employee assignments, reclassifications, promotions to positions of higher salaries, and continued employment.

## Section 2

The immediate Supervisor shall normally be the evaluator, unless otherwise designated by the Employer. Affected employees will be notified of any other designation. The completion of the evaluation form shall be the responsibility of the evaluator; however, the evaluator may solicit and utilize input from other administrative or supervisory personnel.

## Section 3

Probationary employees shall be evaluated at least twice during the probation period, once on or about the midpoint of the probation and again during the second half of the probationary period, but not later than ten (10) days prior to the expiration of the probationary period. Additional evaluations based upon performance may be made as necessary prior to the completion of the probationary period. Non-probationary employees shall be evaluated at least once annually.

## Section 4

Deficiencies in an employee's performance will be identified through the evaluation and review process along with recommendations and plans for improvement. Succeeding evaluations should reflect improvement or lack of improvement in the identified areas of deficiencies. The identification of deficiencies shall not restrict nor limit the Employer's right to impose disciplinary action.

## Section 5

The evaluation shall be jointly reviewed by the evaluator and the employee prior to being placed in the employee's personnel file. The employee shall sign the evaluation to acknowledge that he has read said evaluation. The employee shall have the opportunity to make a written response to said evaluation, which shall be affixed, to said evaluation. The contents of the evaluation shall not be subject to the grievance procedure. Upon request, the employee will be provided a copy of the completed evaluation for their records.

## Section 6

Should the Employer decide to change the content of the evaluations during the life of this Agreement, the Employer agrees that any such change shall be criteria related based upon the required job duties of the affected position classifications. Prior to the implementation of any determined change, the Employer will notify the Union of the change and allow the Union the opportunity to provide input.

## **ARTICLE 34 SUBCONTRACTING**

The Board agrees that it will not subcontract work which is normally performed by the bargaining unit except in the following cases: where there are not sufficient qualified bargaining unit employees available; as historically practiced by the Board; in emergency situation or in situations of a short duration; or for economy or efficiency.

In cases of economy and/or efficiency, the Board agrees to meet with the Union and provide the Union with a fair opportunity to demonstrate that the bargaining unit can perform the work at least as economical and/or efficient, in which case the work will not be subcontracted.

The Board further agrees that subcontracting shall not result in the lay-off or abolishment of any existing bargaining unit employee or employee's position.

If the Employer is forced to subcontract due to the lack of qualified and/or certified bargaining unit personnel, the terms of the contract with any outside agency, generally for a period not to exceed one (1) year, must be fulfilled but does not relieve the Employer of making reasonable attempts to recruit/hire qualified employees if practicable and the work is anticipated to continue indefinitely. Issues concerning this paragraph shall be referred to the Labor-Management Committee.

## **ARTICLE 35 SEVERABILITY**

### Section 1

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

### Section 2

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In the event any provision herein is so rendered invalid, upon the written request of either party, the parties shall meet within thirty (30) days for the purpose of negotiating an alternative provision on the same subject matter.

## **ARTICLE 36 APPLICATION OF CIVIL SERVICE LAW**

No Section or provision of the Civil Service Laws contained in Ohio Revised Code, Chapter 124, shall apply to employees in the bargaining unit where such provision is addressed by the terms of this Agreement. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as covered by the terms of this Agreement. In addition, O.R.C. § 124.27 shall have no applicability to this Agreement.

**ARTICLE 37  
WAIVER IN CASE OF EMERGENCY**

Section 1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the County Sheriff, the Board or Superintendent, such as acts of God or civil disorder or other catastrophe, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances.
- B. All provisions of the Agreement relating to the assignment of all employees.

Section 2

Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievant(s)) had properly progressed.

**ARTICLE 38  
DURATION OF AGREEMENT**

Section 1

This Agreement shall be effective as of September 1, 2013, except insofar as that date would grant a retroactive economic benefit to any bargaining unit member. The Agreement shall remain in full force and effect until August 31, 2016, unless otherwise terminated as provided herein.

Section 2

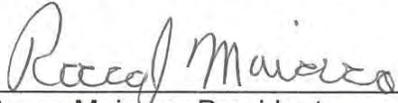
If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

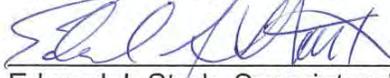
Section 3

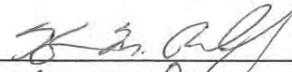
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

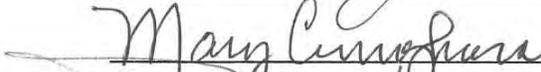
EXECUTED IN NILES, OHIO ON THIS 26<sup>th</sup> DAY OF August, 2013.

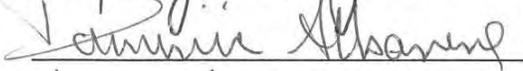
FOR:  
TRUMBULL COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

  
\_\_\_\_\_  
Rocco Maiorca, President

  
\_\_\_\_\_  
Edward J. Stark, Superintendent

  
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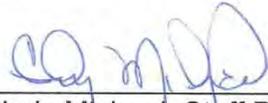
  
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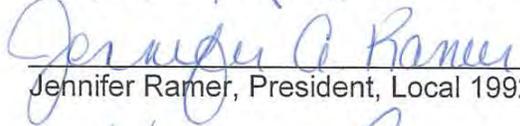
  
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FOR:  
OHIO COUNCIL 8 AND LOCAL 1992  
A.F.S.C.M.E., AFL/CIO

  
\_\_\_\_\_  
Cindy Michael, Staff Representative

  
\_\_\_\_\_  
Jennifer Ramer, President, Local 1992

  
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