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MASTER AGREEMENT

between

Board of
Developmental Disabilities
Monroe County, Ohio

and

Monroe County Education Association/OEA/NEA

July 1, 2019 to June 30, 2022

ARTICLE 1
NEGOTIATIONS AGREEMENT

SECTION I: AGREEMENT

This agreement is made and entered into by and between the Board of Developmental Disabilities of Monroe County, Ohio, hereinafter referred to as the "Board", and the Monroe County Educators Association (OEA/NEA), hereinafter referred to as the "Association". This agreement shall be effective July 1, 2019, except for those sections specifying other effective dates.

SECTION II: RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all full-time and part-time regular employees in the following classifications: Building Maintenance Worker; Building Maintenance/Bus Mechanic/Vehicle Operator; Custodial Worker; Early Intervention Specialist; Instructor; Instructor Assistant; Instructor Assistant/Food Services Specialist/Van Driver; Instructor Assistant/Van Driver; Program Nurse/Community Educator; Secretary I; Vehicle Operator/Adult Services Aide; Vehicle Operator/Workshop Specialist.

The Board does not recognize the Association as bargaining agent for employees in the following classifications: Administrative Assistant, Workshop Director, Service and Support Administrator (SSA), and Superintendent.

Representatives of the Board and Association will determine whether any new position classifications not currently listed, or not otherwise covered by Ohio Revised Code Section 4117.01 of the Collective Bargaining Law for Public Employees shall be included or excluded from representation by the Association.

SECTION III: PROCEDURES FOR CONDUCT OF NEGOTIATIONS

A. Submission of Issues

Issues proposed for negotiation shall be submitted in writing by the Association to the Superintendent or his designee, and by

the Superintendent to the president of the Association or his designee(s) on or before April 15th of the year during which the Agreement or a portion thereof is to expire. A mutually convenient meeting date shall be set no later than April 30th unless all parties agree to a later date. Prior to the beginning of negotiations, designee(s) of the Board and designee(s) of the Association, shall cooperatively develop and adopt an agenda listing those issues which shall be negotiated. Upon adoption of said agenda, issues may be added only with the mutual consent of the negotiation teams of the Board and the Association.

B. Negotiation Teams

The Board and the Association shall be represented at all negotiations meetings by negotiating teams not to exceed five (5) members each. Each party shall name its respective team. Each team may utilize consultants or representatives in any manner it deems necessary.

C. Negotiations Meetings

The Board's team shall meet at reasonable times with the Association's team for the purpose of free exchange of facts, opinions, proposals, and counterproposals in sincere efforts to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other and to negotiate in good faith, but such obligation does not commit either party to agree to a proposal or to require making a concession. Meetings shall be conducted outside regular work hours of Board employees.

D. Caucus Recesses

Upon the request of either party, the negotiations meetings shall be recessed to permit the parties to caucus. The maximum length of such caucus recesses shall be thirty (30) minutes.

E. Exchange of Information

The Superintendent shall furnish the Association president or his/her designee upon reasonable request all available information pertinent to issues under negotiation.

F. Progress Reports

Periodic progress reports may be issued during negotiations to the public only if such releases have prior approval of both parties.

G. Agreement

If consensus is reached on matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, said written memorandum of understanding between the parties shall then be submitted to the Board for its consideration.

If approved by the Board, the agreement shall be signed by both parties and shall be made a part of the Official Minutes of the Board.

H. Disagreement

In the event that agreement is not reached prior to the expiration of a contract, the parties may extend the contract by mutual agreement and subject to continued negotiations, for any period up to thirty (30) days for the purpose of allowing time to settle unresolved issues. If agreement is not reached during the contract period, or any extension thereof, then both parties shall jointly request the services of a federal mediator through the Federal Mediation and Conciliation Services to deal with issues unresolved to that point. Meetings shall be held within ten (10) days of the request and shall continue until agreement is reached or either party declares it is at impasse.

The cost of mediation services under this section shall be equally and jointly shared by the Board and Association.

I. Impasse and Procedures for Implementation

In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiations session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to ratification procedures as herein before described.

After negotiations have been in progress thirty (30) days, either party may declare impasse and request the assistance of a

mediator from the Federal Mediation and Conciliation Service to assist the parties. This assistance can continue while the other impasse procedures set forth in the contract are being implemented.

If an impasse is reached, the matter shall be submitted to advisory arbitration. The parties shall select a person to serve as an arbitrator from a list of names obtained from the American Arbitration Association, in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her recommendation. The arbitrator shall report his/her recommendation to the negotiation teams within fifteen (15) days of the last meeting, if possible. It is agreed by the parties that the recommendation of the arbitrator shall not be binding on either party except as set forth hereafter and is of an advisory nature only.

Within fifteen (15) days of the receipt of the arbitrator's recommendations, the Association and the Board shall both consider and vote on the recommendations.

Every person in the bargaining unit shall have the right to vote on this arbitrator's report. The vote on said report shall be conducted by written secret ballot. If the report of the arbitrator is not rejected by a three-fifths (3/5) vote of the total number of persons in the bargaining unit, then the recommendation of the arbitrator shall be binding on the Association provided it is accepted by the Board.

Likewise, the Board shall consider the recommendations of the arbitrator and vote on same at a public meeting. If the Board does not reject the report by a three-fifths (3/5) vote of the total number of its full membership, then the recommendation of the arbitrator shall be binding upon the Board unless it has been rejected by the Association as provided above.

If the report of the arbitrator is not rejected by either party as provided above, it shall be deemed agreed upon as the final

resolution of the issues between the parties and shall be included in any contract between them.

Each party shall pay one-half (1/2) the cost of the independent arbitrator who was selected by the representative of the parties.

Up to three (3) bargaining unit members designated by the Association shall be provided release time to be present on the Association's behalf at an impasse hearing.

J. Right to Strike under Ohio Revised Code Section 4117

In the event the negotiation teams are unable to reach agreement within ten (10) days of the expiration date of the existing Agreement or any extension thereof as provided in Section I. above, the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

SECTION IV: NO STRIKE PLEDGE

The Association shall neither encourage nor engage in a strike against the Board during the duration of this Agreement. Upon violation of this no-strike pledge, the terms and conditions of this instrument shall at the discretion of the Board be null and void and all rights and privileges extended pursuant hereto shall be terminated.

SECTION V: DEFINITION OF TERMS

- A. "Instructor's Base Pay" shall be the annual salary based upon 183 7-hour workdays which is paid an instructor with a bachelor's degree and zero years of experience.
- B. "Day" shall be a calendar day, unless otherwise indicated in specific articles of this Agreement.
- C. "Full-Time Permanent" - an appointment scheduled to work seventy (70) to eighty (80) hours biweekly for an indefinite period of time.

- D. "Full-Time Temporary" - an appointment scheduled to work seventy (70) to eighty (80) hours biweekly for a limited period of time less than thirty (30) days.
- E. "Full-Time Seasonal" - an appointment scheduled to work seventy (70) to eighty (80) hours biweekly during a specified season of the year performing some work or activity limited to that season and over an indefinite number of years.
- F. "Part-Time Permanent" - an appointment scheduled to work less than seventy (70) hours biweekly for an indefinite period of time.
- G. "Part-Time Temporary" - an appointment scheduled to work less than seventy (70) hours biweekly for a limited period of time less than thirty (30) days.
- H. "Part-Time Seasonal" - an appointment scheduled to work less than seventy (70) hours biweekly for a specified season during the year performing some work or activity limited to that season and over an indefinite number of years.
- I. "Intermittent" - an appointment with no regular work schedule, but who may be called to work on an irregular basis as needed to replace a regular employee.

ARTICLE 2
JOB SECURITY

SECTION I: SENIORITY

A. Seniority Defined

Seniority is the length of continuous employment in the bargaining unit position. Seniority begins on the first day hired in a bargaining unit position. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits. Twelve-month employees accrue one (1) year of seniority for each year they work at least one hundred twenty (120) days. Nine-month employees accrue one (1) year of seniority for each year they work at least one hundred twenty (120) days. Regularly scheduled part-time

employees accrue seniority on an hour-for-hour basis which shall be converted into workdays (eight [8] hours) if they are hired into a full-time bargaining unit position. No employees shall accrue more than one (1) year of seniority in any work year.

B. Loss of Seniority

Seniority shall be lost under the following conditions:

1. Retirement or resignation.
2. Layoff for more than three (3) years.
3. Transfer to a full-time, non-bargaining unit position.
4. Discharge for cause.
5. Otherwise leaving the employment of the Board for any reason.

C. Equal Seniority

A tie in seniority occurs when two or more employees have the same amount of seniority credit on the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee: (1) the employee with the first day worked; (2) the employee with the earliest date of hire; (3) lottery, with the most senior employee being the one whose name is drawn first. This procedure shall be implemented in the presence of a designated Association representative.

D. Posting of Seniority List

The seniority list shall indicate the first day each person worked. Said list shall be provided to the Association president on or before September 30 of each year. Updates shall be provided including new employees within thirty (30) days of hire. The names of employees on the seniority list shall appear in seniority rank order according to the first day they began working in a bargaining unit position.

E. Correction and Inaccuracies

Each employee shall have thirty (30) days after posting of the seniority list to advise the Employer or its agents of any inaccuracies which affect his seniority. The Employer or its agents shall investigate all reported inaccuracies and determine

whether any adjustments are necessary. If adjustments are necessary, the seniority list shall be updated immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered final until the next posting.

F. Seniority Bidding

1. Except where management determines that a vacancy does not exist due to lack of work or lack of funds, when a job vacancy occurs due to retirement, termination, resignation, or death, promotion or transfer, or creation of a new position, a "vacancy notice" shall be posted no later than thirty (30) days or the next Board meeting after the vacancy occurs for a period of ten (10) working days in each building staffed by employees of the bargaining unit. The "Vacancy notice" shall contain a job title, description of duties, salary range, shift, work location(s), and the deadline (hour and day) for submitting a bid.
2. Such notices shall be posted in a designated open area accessible to all employees in each building. During summer months when school is not in session, notices of all vacancies shall be mailed to employees who are not scheduled to work or who are on vacation.
3. Employees desiring a vacant position shall submit their bid in writing to the Administration within the ten (10) working days posting period.
4. All timely filed applications shall be reviewed considering the following qualifications: education/certification, experience, work record, seniority, and ability to perform the work. In the event that two or more applicants are substantially equal, then seniority or length of employment with the Board shall be applied as a tie-breaking criteria and the person with the greatest seniority or length of service with the Board shall be selected for the position. If there is no conflict with existing law applicants shall be granted time as prescribed by the appropriate State Department to obtain any necessary certifications as required by law or other required credentials. The applicant may be temporarily certified pursuant to any applicable administrative rule or regulations. The bid shall be

awarded to the successful applicant at the next regular Board meeting or at a special meeting called by the Board.

5. An employee appointed to fill a vacant position may serve a probationary period not to exceed thirty (30) days unless the new position has the same job title as the employee's previous position. If such employee's performance is not satisfactory, or if he/she so desires, he/she shall be reassigned to his/her former position at the same salary or wage earned prior to appointment to the vacant position. Such employee shall suffer no loss of seniority as a result of said assignment. Employees shall be granted six (6) months to obtain any necessary certifications for an advertised position. Employees must be eligible to obtain any necessary certifications as required by law or may be temporarily certified pursuant to any applicable administrative rule or regulation.

SECTION II: REDUCTION IN FORCE

Whenever it becomes necessary to reduce the employees in a job classification due to the elimination of a position, the reduction of hours for a position, lack of funds or lack of work, the following procedure shall exclusively govern such reductions in force:

- A. Affected employees shall be laid off according to classification seniority with the least senior employee first. If two or more employees have the same length of classification service, seniority will be determined by system seniority, and then by lot.
- B. Each employee to be reduced shall be given no less than thirty (30) days' advance written notice of the reduction. This notice shall be hand-delivered or via certified mail. Each notice of reduction shall state the following:
 1. Reasons for reduction
 2. The effective date of reduction
 3. Statement advising the employee of his/her recall or reinstatement rights.
- C. For each classification, in which reductions occur, the Board shall prepare a recall list containing the names of all employees,

in order of seniority, laid off. If a vacancy occurs, the Board will send a certified announcement to the last known address to all persons on the recall list who are qualified for the position. A laid off employee notified of a vacancy is required to respond in writing to the Board's office within ten (10) calendar days. The most senior employee of those responding shall be recalled to the vacant position. Any person who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights and will be removed from the recall list.

- D. It shall be the responsibility of a laid off employee to keep the Board informed of his/her current address.
- E. All persons on layoff status will remain on the recall list for thirty-six (36) months.
- F. A unit member who is notified that he/she is to be laid off will have the right to displace any less senior unit member whose work he/she is certificated and qualified (non-certified) to perform. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within ten (10) days after a unit member is notified that he/she is to be laid off. Within five (5) days after he/she receives such notification, the Superintendent will notify the less senior unit member that he/she is to be displaced. A unit member who is to be displaced pursuant to this section will have the same displacement rights vis-à-vis less senior unit member as a unit member who is to be laid off pursuant to Section II: Reduction In Force.
- G. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of layoff.
- H. Laid off employees shall have the right to continue their group health insurance policies in accordance with the federal COBRA regulations.

SECTION III: RIGHT TO FAIR SHARE

In accordance with the ruling of the Supreme Court of the United States of America, June 27, 2018, Fair Share Fee has been declared to be unconstitutional and therefore, unenforceable. Should the Legislative Branch of the United States Government determine that Fair Share Fee is a viable option Article 2, Section III, Fair Share Fee from the 2016-2019 Negotiated Agreement shall immediately be reinstated to the current Negotiated Agreement between the Board of Developmental Disabilities, Monroe County and the Monroe County Education Association and any needed changes due to differences in law be negotiated within sixty (60) calendar days.

SECTION IV: ASSOCIATION MEMBERSHIP

- A. Employees of the Board, except the Superintendent, the workshop director, the service and support administrator (SSA), and the administrative assistant, shall be eligible for membership in the Association.
- B. Members of the Association may arrange to have dues deducted from their pay by submitting a check-off authorization prior to the ending of any pay period. Copies of the authorization shall be maintained at the Board office, with the Association, and at the Monroe County Auditor's Office, the Board's fiscal agent. An authorization for payroll deduction shall remain in effect unless terminated by the employee.

SECTION V: ASSOCIATION RIGHTS

As the recognized bargaining agent for employees of the Board, the Association shall be permitted:

- A. To use designated staff bulletin board areas for Association announcements, notices, and other posted information.
- B. To make announcements pertaining to the Association at the end of any staff meeting.

- C. To use the message delivery system of the program for announcements.
- D. To receive a copy of Board meeting agendas and other pertinent materials which are a matter of public record, such as monthly financial reports and general policies as sent to Board members prior to regular and special meetings.
- E. To be included in the Board meeting agenda to permit a spokesperson for the Association to present matters of interest or concern which are not otherwise covered in the agenda.
- F. To receive notification and have posted on staff bulletin boards or announced at staff meetings all changes in Board policy or administrative rules.
- G. To use the school and workshop facilities for general Association membership meetings when scheduled according to the Board policy on facility use three (3) days prior to the meeting.
- H. To use school/workshop office equipment and necessary supplies at no expense other than the actual cost of paper, including the mimeograph machine, copy machine, telephones, typewriters, and audio-visual equipment.
- I. To transact Association business on school/workshop property between the OEA Representative and Union president outside working hours, or during working hours provided there is no measurable impact on the working environment.
- J. To receive notice setting forth the names of persons appointed to fill vacancies in positions included within the bargaining unit as defined in Article 1 above.
- K. Right to represent bargaining unit members on any employment-related matter.
- L. Copy of all written Board policies-procedures; and

- M. Copies of the Negotiated Agreement for all bargaining unit members. The copy cost shall be equally shared between the Board and the Association.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Purpose and Objectives

The primary purpose of procedures contained in this Article shall be to obtain equitable solutions to grievances which may arise from time to time at the lowest administrative level and in the shortest period. Both the Board and the Association agree that the grievance proceedings shall be handled in a confidential manner. The procedures outlined in this section are limited to matters of interpretation and application of this master contract.

B. General Provisions

1. A grievance shall be initiated by a person, group of persons, or the Association itself. The Association, at any time, may continue a grievance initiated by a person or group of persons. See Appendix C for confirmation of Level I discussion.
2. A grievance shall be reduced to writing beginning with Level II of these Grievance Procedures.
3. Any person entering a grievance shall notify the Association and may request assistance in preparing the proper and complete information necessary to expedite the Grievance Procedures.
4. Counsel of choice may be used by all or any party initiating these procedures at all levels. This counsel may include representatives or consultants of the Association.
5. Time limits shall be considered as maximum unless otherwise extended by mutual written agreement by both parties involved.
6. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by decisions reached at the previous level.

7. Failure of an immediate supervisor or the Superintendent to respond to a grievance within the time limits herein specified shall mean the grievance is resolved in favor of the aggrieved.
8. For the purpose of procedures contained within this article, a day shall be defined as a workday, exclusive of holidays.
9. A grievance may be initiated at Level II, Formal Grievance to Immediate Supervisor.
10. Nothing contained in these procedures shall be construed as limiting the individual right of a person having a complaint or problem from discussing the matter informally with members of the administration through normal channels of communications, so long as both parties are amenable to such discussion of a complaint or problem.
11. Nothing contained in these procedures shall be construed as limiting the right of a person to use other professional or legal remedies in resolving a complaint or problem provided the Association shall be notified in advance of such remedial step.
12. Absolutely no reprisal shall be made against any party involved in the use of these Grievance Procedures.
13. A grievance may be withdrawn at any level without prejudice or record beyond that which is already established at the previous level in these Grievance Procedures.
14. Records of grievance proceedings shall be maintained apart from personnel records.
15. The Association reserves the sole right to determine what grievances may be appealed to arbitration under this article.
16. An employee initiating a grievance under these procedures has a right to the following:
 - a. To due process
 - b. To be present at conferences or hearings held to consider his grievance at each level
 - c. To be accompanied by and receive assistance of another person or persons of his choice, including legal counsel, during any conference or hearing to consider the grievance

- d. To hear testimony given
- e. To have others called to give testimony in his behalf
- f. To question, either personally or through counsel, any person giving testimony; and
- g. To request a closed hearing.

C. Procedures

Level I. Informal Conference with Supervisor

An alleged violation, misinterpretation, misapplication, or disagreement should, whenever possible, be discussed with the immediate supervisor prior to the initiation of Level II of the Grievance Procedures. If the parties can arrive at a mutually agreeable resolution of the grievance at this level, they are to be commended. If not, the aggrieved party has recourse to the formal steps of these Grievance Procedures.

Level II. Formal Conference with Immediate Supervisor

Within ten (10) days of an alleged violation, misinterpretation, misapplication, or disagreement, an employee may file a grievance with his immediate supervisor by submitting a written statement setting forth 1) the alleged violation, misinterpretation, misapplication, or disagreement as to this contract's enforcement, 2) the damage or injury suffered by the employee as a result of this alleged violation, misinterpretation, or disagreement, 3) the consideration for such damage or injury suffered desired by the employee, and 4) a list of witnesses and/or documents, if any are known or available, related to the allegation which the aggrieved desires to have considered in resolving the grievance. If the employee has entered a grievance at Level I, the ten (10) day limitation shall apply from the time that an informal agreement may have been reached or it became apparent to the aggrieved that no mutually agreed resolution was possible by pursuing the matter informally.

A time and date for such conference shall be mutually agreed upon between the aggrieved and the immediate supervisor within five (5) days following the filing of a grievance at this level with such conference to occur within ten (10) days of the initial filing at Level II. Both the aggrieved and the supervisor may request testimony at this conference from such persons and the recording of such documents as may provide information related

to the grievance. Discussion at this conference shall be confined to resolution of the grievance at hand.

Within five (5) days of any such conference at this level, the supervisor shall provide the aggrieved with a written response to the allegation and such offer of consideration as he will approve for damage or injury suffered.

The matter shall be considered resolved at this level if the aggrieved accepts the response of the immediate supervisor to the grievance or if the aggrieved does not appeal to the next level in these Grievance Procedures.

Level III. Formal Conference with Superintendent

An employee may appeal an immediate supervisor's response to a grievance by giving written request for a formal conference with the Superintendent. Such request shall be submitted within ten (10) days of the date of the response of the immediate supervisor. The request shall be filed in person or by mail at the Administrative Offices of the Board. If the Superintendent is also the immediate supervisor of the aggrieved party, appeal may be made either to Level IV, Mediation or to Level V, Hearing before the Board as next level in these Grievance Procedures. A time and date for this conference shall be mutually agreed upon by the aggrieved party and the Superintendent within five (5) days of filing such appeal, with such meeting to occur within ten (10) days of the initial filing at Level III. The aggrieved party and the Superintendent may present witnesses, including the immediate supervisor, and any other documents deemed necessary by either party. Discussion at this conference shall be confined to resolution of the grievance at hand.

Within five (5) days of this conference, the Superintendent shall provide the aggrieved with a written response to the appeal and such offer of consideration as he will approve for damage or injury suffered.

The matter shall be considered resolved at this level if the aggrieved accepts the response of the Superintendent to the appeal or if the aggrieved does not appeal to the next level in these Grievance Procedures.

Level IV. Mediation

- a. If the grievant and the Association are not satisfied with the disposition at Level III, the Association may, within ten (10) days of receipt of the Level III response, appeal in writing to the Superintendent requesting FMCS mediation. If either party rejects mediation, it must communicate such rejection to the other party in writing within ten (10) working days of the Level III response, or the appeal to mediation, whichever is applicable. The rejecting party must provide a reason for the rejection, which will be accepted. If mediation is rejected, the Board step (below) will be held.
- b. The parties will mutually agree to a mediator. If unable to do so, the Association shall ask FMCS to appoint a mediator. The mediation will be conducted pursuant to the FMCS rules. A Board member will participate in the mediation, if possible.

Level V. Hearing before the Board (Only used if the Mediation step is rejected)

An employee may appeal the Superintendent's response to an appeal, or to a formal complaint at Level II when the Superintendent is immediate supervisor of the aggrieved, by giving written request for a formal hearing before the Board. Such request shall be submitted within ten (10) days of the date of the response of the Superintendent to an appeal, or to a grievance entered at Level II of these Grievance Procedures when he is also the aggrieved party's immediate supervisor. Such request shall be filed in person or by mail at the Administrative Offices of the Board. A time and date for this hearing, and an alternate time and date, shall be set by the president of the Board and notice of these given to the aggrieved party within ten (10) days of the filing of an appeal to the Board. The date for the hearing and the alternate date must be within thirty (30) days from the date on which the appeal was filed. The aggrieved shall select either the primary or alternate time and date for conduct of the hearing or show sufficient cause as to why another time and date should be set. If, after reasonable attempts, there is no agreement on a date and time for the hearing, the Board president may set another date and time and alternate between which the aggrieved must choose or forfeit his right to be present for the hearing.

The hearing shall consist of testimony of witnesses, personnel, and/or documents entered in the record at prior steps in these Grievance Procedures or any additional witnesses and/or documents deemed necessary by either party. Discussion at this hearing shall be confined to the resolution of the grievances at hand.

Within five (5) days following the hearing, the Board shall provide the aggrieved a written response to his appeal and if determined in his favor an offer in consideration for damage or injury suffered.

The matter shall be considered resolved at this level if the aggrieved accepts the response of the Board to the appeal or if the aggrieved does not appeal to the next level in these Grievance Procedures.

Level VI. Arbitration

An employee may request of the Association that a grievance be submitted to arbitration once it has been taken through Level IV or Level V of these Grievance Procedures. Such request may be made to the Association within ten (10) days of the date of the mediation at Level IV, or the Board's response at Level V. If the Association does not concur, the matter shall be considered settled at Level IV or Level V. If the Association concurs with the request of the aggrieved, then the matter shall be submitted to binding arbitration.

Arbitration of the grievance shall be initiated by the Association (MCEAMR) through the American Arbitration Association according to the latter's voluntary rules and regulations. The arbitrator shall hold such meetings as he determines necessary to make a fair and impartial ruling on the grievance as it is stated in the record. The arbitrator shall send his ruling in writing to the aggrieved party(ies), the president of the employee Association, and the Board. The ruling shall be final and binding.

ARTICLE 4
LEAVES OF ABSENCE

A. Leave Increments

Sick leave and Personal leaves will be taken in half (1/2) day increments unless otherwise authorized by the Superintendent or designee.

B. Sick Leave/Bereavement Leave

Sick leave and/or bereavement leave shall be earned by and granted to all employees according to the provisions of the Ohio Civil Service Laws and Rules of the Department of Administrative Services. Sick pay shall be paid according to the rate(s) applicable to the hours assigned for which leave is requested. Five (5) days Bereavement Leave shall be granted for death in the immediate family. The first three (3) of those days shall not be charged against the employee's sick leave.

“Immediate Family” is defined as parent, child, (step relations to the same degree); spouse, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, sole companion, legal dependent, legal guardian or loco parentis (a person who stands in the place as a parent).

Employees who accumulate and use sick leave may take up one (1) day paid sick leave to attend a funeral for a member of the employee's extended family. Extended family is defined as aunt, uncle, cousin, niece, or nephew.

Bereavement Leave must be taken at the time of the service and may not be used at a later time. In the event of a funeral not covered by this policy, or when additional time beyond the standard number of funeral days is needed, personal, vacation or unpaid leave may be requested. Unpaid leave may only be requested when paid leaves are not available. Approval by the Employee's supervisor and the superintendent is required and discretionary.

C. Military Leave

The Board will comply with its legal obligations under the Universal Military Training and Services Act of 1951, the Armed Forces Act of 1955, and/or any subsequent amendments or modifications thereof.

D. Jury and Witness Leave

Employees assigned to regular (full or part-time) and seasonal (full or part-time) positions will receive full pay when summoned for jury duty by a court of competent jurisdiction or are subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, providing the employee is not a party to the action. The employee should notify his/her supervisor as soon as notice is received.

An employee who is the appellant in an action before the State Personnel Board of Review and who is on active pay status at the time of a hearing before the SPBR, will be granted court leave to attend the hearing.

Any compensation received from the court must be paid to the DD unless all duty is performed outside regular work hours.

An employee who must appear in court on his/her own behalf will not be compensated for court leave, but may use personal days, vacation leave, or may request an unpaid leave of absence.

An employee released from jury duty with at least fifty percent (50%) of his/her workday remaining must report to work for the remaining hours.

E. Assault/Personal Injury Leave

An employee of the Board may qualify for assault/personal injury leave at no loss in pay and no loss in sick leave hours accumulated to twenty-five (25) days in a program year, provided the following conditions are met:

1. Said employee is physically injured as a result of bodily attack, intended or unintended

2. Said employee is injured in the performance of his duties required for employment with the Board
3. Said employee is injured on the program facility premises or other work site during a program-sponsored activity
4. Said employee agrees to cooperate fully with the administration and law enforcement officials in any investigation and subsequent prosecution which may arise out of an alleged injury resulting from an attack; and
5. Said employee is not injured by another employee of the Board.

The benefits of this section shall not be granted to an employee who is proved to have provoked an assault. If there is factual information supporting an allegation of provocation on the part of any employee, the Board or the Superintendent shall initiate a pre-disciplinary conference prior to final determination in the matter of a request for assault/personal injury leave.

The Superintendent may require a medical examination by an independent physician of his choice whenever an employee is absent for five (5) days of assault leave. In such event, the Board shall assume the expense of such examination.

The Board in its sole discretion, may grant additional days assault/personal injury leave on an individual, case-by-case basis. It shall be the responsibility of the employee to show that the provisions of this section have been met. If this cannot be done by the end of the pay period in which the alleged injury occurred or the leave days are taken, the payroll officer shall pay the days absent as any other sick leave days. At such time as the employee is able to demonstrate the provisions of assault/personal injury leave are met, he/she shall have added to his accumulated sick leave credit the number of hours up to the provisions of this benefit section as were deducted at the time and paid as sick leave. It is understood that this payment procedure is intended to protect an employee against any reduction in pay arising out of circumstances not within her/his control.

F. Association Leave

Provided written notice is delivered to the Superintendent five (5) days before the requested leave or leaves, one or two members of the Association shall be granted professional leave to attend the Ohio Education Association and/or National Education Association representative assemblies. Use of this leave provision shall not be charged against any other leave policy and shall not result in loss of pay. The collective total of days which may be used for this purpose shall not exceed three (3) days in any given program year.

G. Professional Leave

The Superintendent may grant two or more days of leave without loss of pay to employees to attend meetings, seminars, and workshops that will further the professional development of the employee. If the leave is denied, upon the request of the employee the Superintendent will provide a written reason for the denial. Employees shall be notified within five (5) days of the date of the request whether such leave is approved or denied, except that out-of-state meetings shall be subject to Board approval. Application for professional leave should be made at least seven (7) working days in advance of the meeting. If the meeting request is approved by the Superintendent and/or the Board, the employee will be excused (with pay) for the day/days requested. Following the leave, the employee will be reimbursed for reasonable expenses verified by receipts, as approved by the Superintendent. Expenses for out of town meals shall be reimbursed as follows: Up to a maximum of \$6 for breakfast, \$9 for lunch, and \$15 for dinner. (Up to \$30 per day if the employee is eligible for reimbursement for all three meals in a day.)

H. Personal Leave

Employees of the Board, except intermittent employees, shall be eligible for personal leave of three (3) days during a program year. Employees who are hired, rehired, or change to regular status of full-time/part-time during the fiscal year will be credited with personal leave as follows:

If Hired or Changed to Full-time or Part-time Status	Employee Receives
July 1 – Dec 31	3 days
Jan 1 – March 31	2 days
April 1 – May 31	1 day
June 1 – June 30	0

One (1) additional day of personal leave shall be earned each program year if an employee uses no more than thirty percent (30%) of his/her annual accrued sick leave during the program year. When an employee earns an additional day of personal leave during a program year, it is to be taken the following program year.

The length of a day shall be equivalent to the number of hours normally assigned, subject to the following conditions:

1. Leave is requested for reasons for which other leave may not be taken
2. The employee does not use the time for further personal gain such as completion of other work or services for gain
3. Leave is not taken on the workday before or the workday after a holiday, except in emergencies
4. Leave will not adversely affect the operation of the programs as in the case of several employees taking leave at the same time from the same program facility
5. Leave shall be paid at the rate(s) normally paid the work assignment for which it is requested; and
6. A request for such leave is given to the Superintendent not less than three (3) days before it is to be taken, except in emergencies, in which case the Superintendent shall be arbiter.
7. Unused personal leave will be converted to sick leave at the end of the program year.

I. Family & Medical Leave

In accordance with the Family Leave Act, group health insurance benefit shall be continued to a maximum of twelve (12) weeks, on the same basis as when the employee is actively working, for an employee on paid or unpaid leave due to the

birth or adoption of a child or to care for a newly born or adopted child; or in order to care for the spouse, son, daughter, or parent of the employee because the spouse, son, daughter, or parent has a serious health condition; or because of a serious health condition of the employee. The twelve (12) week period shall begin on the first day the employee takes leave under this provision. The twelve (12) week limitation shall not apply so long as an employee is on paid sick leave.

J. Leaves of Absence

All long-term leaves of absence without pay, shall be governed by the Ohio Civil Service Laws and Rules of the Department of Administrative Services.

K. Short-Term Leaves Without Pay

Employees who have exhausted all paid leave may request unpaid leave, in increments of ½ day. Such leave must be approved by the Superintendent or designee in advance.

ARTICLE 5
CLASSIFICATION, COMPENSATION AND
PAYROLL PRACTICES

SECTION I: CLASSIFICATION

A. Classification of Positions

All positions with the Board shall be classified according to a plan approved by the Ohio Department of Administrative Services.

B. Basis for Remuneration

Employees in the following classes shall be paid a salary for services rendered: Building Maintenance Worker, Building Maintenance/Bus Mechanic/Vehicle Operator, Custodial Worker, Early Intervention Specialist, Instructor, Instructor Assistant, Instructor Assistant/Food Services Specialist/Van Driver, Instructor Assistant/Van Driver, Program Nurse/Community Educator, Secretary 1, Vehicle Operator/Adult Services Aide, Vehicle Operator/Workshop Specialist.

SECTION II: PAYROLL PRACTICES

A. Calendar and Salary/Wage Notification

The Superintendent shall send the calendar and notice of salary/wage for the ensuing program year to each employee by June 30.

B. Payroll Distribution & Compensation

1. Payday shall be on the Friday following the end of the pay period. There are normally twenty-six (26) biweekly pay periods and pay dates each calendar year. Paychecks may be picked up at the Administrative Office in the Monroe Achievement Center on any pay date which is not a holiday, between the hours of 9:00 a.m. and 3:00 p.m. Employees shall sign for receipt of their paychecks. (If prior written notice is given, an employee's spouse or attorney-in-fact may pick up the paycheck). Paychecks not picked up at the office by 3:00 p.m. shall be mailed from the Woodsfield Post Office in the afternoon mail.
2. When the scheduled pay date is a legal holiday (or the Administrative Office is otherwise closed) paychecks may be picked up at the office the previous afternoon between 2:50 p.m. and 3:30 p.m. Those which are not picked up shall be mailed that same afternoon from the Woodsfield Post Office. Whenever this occurs, pay checks shall not be negotiated prior to the date inscribed thereon by the auditor's office. If an employee is not scheduled to work three or more consecutive pay dates, he/she may request in writing that his/her check be mailed directly to him/her. In this case, the request shall be effective six (6) pay periods without exception.

C. Travel Expense

Employees of the Board shall be eligible for reimbursement of travel expenses and mileage at the rate established from time to time by the Board in its policy and procedures when such expenses are incurred on behalf of the Board and the necessary approvals and purchase orders for the same have been executed prior to the actual expense.

D. Supplemental Salary

In the event that an employee of the Board shall be needed to supervise an extra-curricular activity outside the regularly scheduled work week, such employee shall be offered such supplemental salary/wage as may be agreeable to both the Board and the employee for this additional work or service. The Board shall annually publish a list of supplemental activities paid by the Board and payment for the same.

E. Overtime

Overtime shall be paid employees not exempt from the provisions of the Federal Fair Labor Standards Act at 1.5 times the rate of pay. All work in excess of that specified in an employee's position description or in excess of forty (40) hours per week must have the prior knowledge and approval of the Superintendent.

F. Coursework Reimbursement

Based upon the availability of funds, the Board shall reimburse bargaining unit members (employees) expenses incurred in taking coursework or continuing education units required for recertification or directly related to the duties and responsibilities of their individual position descriptions, not to exceed Fifteen Hundred Dollars (\$1,500) per qualifying individual per program year. Employees must receive prior written approval from the Superintendent (see form in Appendix E) in accordance with this contractual language, in order to be eligible for reimbursement. Employees are responsible for all costs incurred if prior approval is not obtained. Requests for approval must include the cost of the coursework, and a course description in order to ensure that the course directly relates to the duties and responsibilities of the employees' current position. Costs for registration, books, lab fees, lodging, meals and/or transportation shall not be reimbursable. Reimbursements will be approved contingent upon receipt of proof of completion of the course with a grade of at least 2.0 (C) or passing in a pass/fail course. For the purposes of coursework reimbursement, the program year would begin June 1 and end May 31. Tuition reimbursement will be reduced if the staff member receives any other financial aid that does not have to be repaid (i.e., GI bill, scholarships, and grants). The staff member is responsible for notifying the Board if he/she

receives any other financial aid. Failure to notify the Board may result in loss of tuition reimbursement eligibility and re-payment of tuition reimbursement funds already paid to the staff member.

Approved coursework shall be completed on the employee's own time (i.e., nights, weekends, personal or vacation time).

Tuition reimbursement is considered taxable under the IRS guidelines and will be reimbursed through the employee's regular payroll check.

By virtue of accepting reimbursement, an employee agrees to remain employed by the Board for a period of at least one (1) year after reimbursement. Reimbursement shall not occur if, prior to the Superintendent's approval, the applicant requesting this is in process to terminate employment for any reason, such as, but not limited to resignation, retirement or disciplinary action. If an applicant is reimbursed and then leaves the Board's employment before the specified one year, the reimbursed amount will be recovered through a deduction from the employee's last paycheck. Separation due to layoffs are not included in this clause, and employees included in a layoff would be reimbursed in accordance with the rest of this policy.

SECTION III: PAY SCALES

The salary and wage schedules for all bargaining unit members shall be paid in accordance with those listed in Appendix A of this Agreement. Step increases with the salary and wage schedules shall be paid all eligible employees beginning with the first day of the school term.

A year's service shall be counted for instructors having worked one hundred twenty (120) working days or more in the previous school term. Credit for prior experience of salaried employees shall be based upon evaluation of previous employment. This evaluation and subsequent recommendation for credit shall be made by the Superintendent to the Board. The Board shall make a final

determination of the years of experience to be granted any incoming professional employees. Non-teaching employees shall receive one

year of service credit after having worked one hundred twenty (120) days or more.

In addition to the salary/wage herein agreed, the Board agrees to pay a longevity allowance to each employee having completed twenty (20) years of continuous service with the Board. This annual allowance, prorated biweekly, shall be payable as long as the employee remains in active pay status or until separation or termination. The annual allowance shall be Seven Hundred Dollars (\$700) for all members of the bargaining unit. After twenty-five (25) years of continuous service, the allowance shall increase to One Thousand Dollars (\$1,000).

SECTION IV: SALARY AND WAGE SCHEDULES

The following salary/wage schedules will remain in effect unchanged for the duration of this Agreement:

Building Maintenance Worker
Building Maintenance/Bus Mechanic/Vehicle Operator
Custodial Worker
Early Intervention Specialist
Instructor
Instructor Assistant
Instructor Assistant/ Food Services Specialist/Van Driver
Instructor Assistant/ Van Driver
Program Nurse/Community Educator
Secretary I
Vehicle Operator/Adult Services Aide
Vehicle Operator/Workshop Specialist

ARTICLE 6 FRINGE BENEFITS

SECTION I: INSURANCE

- A. Hospitalization Insurance:
Employees of the Board, except intermittent employees, may enroll in a hospitalization plan approved by the Board. The

Board shall pay 90% of the monthly insurance premium for single plan coverage, and eligible employees are responsible for 10% of said premium. The Board shall pay 85% of the monthly insurance premium for family plan coverage, and eligible employees are responsible for 15% of said premium.

B. Dental Insurance

Employees of the Board, except intermittent employees, shall be enrolled in a dental care insurance plan approved by the Board. The Board hereby agrees to provide such coverage at its expense, either single or family coverage at the option of the employee.

C. Life Insurance

Employees of the Board, except intermittent employees, shall be enrolled in a term life insurance plan approved by the Board. The Board hereby agrees to provide such coverage at its expense in the amount of Twenty-Five Thousand Dollars (\$25,000) face value for each qualifying employee.

D. Vision Insurance

Employees of the Board, except intermittent employees, shall be enrolled in a vision care insurance plan approved by the Board. The Board hereby agrees to provide such coverage at its expense, either single or family coverage at the option of the employee.

SECTION II: VACATION

A. Earned Vacation Time

Vacation time shall be earned by twelve-month employees according to the provisions of the Ohio Civil Service Laws and Rules of the Department of Administrative Services.

Scheduling of vacation leave will be subject to the following conditions:

1. All vacation leave must be taken in the year after it is earned, unless approved by the Superintendent.
2. Vacation selection is first-come, first-served, except for summer vacations, which are governed by Section 5 below.

3. Only two (2) employees within each department may be scheduled off at the same time and only if suitable substitutes can be found.
4. Vacation leave, personal leave, and leave without pay can be taken together but not to last more than four (4) consecutive calendar weeks.
5. All leave requests for summer vacation (June 1 - August 31) must be submitted by February 15 for approval by the supervisor and then the Superintendent. A written approval or denial shall be granted within five (5) days of the request. Following February 15, vacation requests will be first-come, first-served.
6. Safety of students, clients, and employees will always be the first consideration on approving any vacation request. Leaves will be approved if suitable replacements can be employed. No reasonable request will be denied.
7. Vacation leave will be taken in ½ day increments unless otherwise authorized by the Superintendent or designee.

SECTION III: HOLIDAYS

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

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

It is understood that Columbus Day is observed on the Friday after Thanksgiving.

Leased Bargaining Unit Employees who follow the Private Provider Program Calendar and are scheduled to work on a holiday may do one of two options:

1. Request paid leave for the day and said leave will not count against vacation time. The Employer reserves the right to limit the number of employees who may take paid leave at a particular time.

2. Employee will be paid one-half (1-1/2) times the hours worked on the holiday.

SECTION IV: BOARD PICK-UP OF EMPLOYEE RETIREMENT CONTRIBUTIONS

The Board hereby agrees to pick-up the employee contribution for members of any retirement system according to the salary reduction method as described in the "Employers Manual: A Revised Guide for Payroll and Fiscal Officers" of the system.

SECTION V: SEVERANCE PAY

Employees who qualify for severance pay pursuant to Ohio Revised Code §124.39 will be eligible to receive, upon receipt of proof of retirement from PERS and/or STRS, an amount equal to one-fourth (1/4) of their unused sick leave days, up to a maximum of thirty-two (32) days.

ARTICLE 7 WORKING CONDITIONS

A. Complaint Procedure

The Board agrees to adopt a complaint policy and procedure whereby complaints of enrollees, parents, and/or families may be heard and appropriately resolved. Such policy and procedure shall be submitted for public review and comment at a regular Board meeting prior to its adoption and implementation.

B. Personnel Files

Each employee shall have full access under supervision to his personnel file. All personally identifiable information, which is not otherwise required in records that fall under matters of public record, shall not be maintained apart from this personnel file. If an employee disputes the accuracy, relevance, timeliness, or completeness of information maintained in his personnel file, he may request an administrative review of the matter with the immediate supervisor or the Superintendent to determine that

contents of the file and the accuracy thereof conform to the requirements of law in such matters. The employee shall be given opportunity to file rebuttal or amplification of any material with which he disagrees that may be retained in the file following such review. The supervisor or Superintendent shall not be obligated to expunge any record from a personnel file except that which is demonstrated untrue, contrary to law, or out of date. Should the employee be unsatisfied with the results of such review, he shall have recourse to complaint/grievance procedures as established by the Board for such matters.

C. Calamity Days Attendance

The Board reserves the right to have employees covered by this Contract report to work when one (1) or more of the agency's programs may be closed due to weather conditions or other unexpected reasons provided; however, that any employee(s) not required to report to work on any such day shall not suffer any loss of pay. Unless notified by the Supervisor to stay home, Building Maintenance staff will be required to work on a calamity day and will be granted compensatory time off hour-to-hour to be taken during the summer months.

Employees who are required to report to work on such a day will not be docked or disciplined for reporting late, provided the employee makes a good-faith effort to report to work. In the event an employee is unable to report to work, he/she may use paid leave or flex time when approved by their Supervisor.

Employees on leave of absence when a calamity day occurs will not be charged leave for that day.

In the event the school is closed and no employee is required to report to work, and the day must be made up to meet minimum state and local requirements, the make up day may be scheduled on a day the school is otherwise scheduled to be closed.

D. Non-Discrimination

1. No person(s) or agency(ies) responsible to the Board or to the Association through its officers or members shall discriminate unfairly for or against any employees on any

basis, including discrimination based on race, religion, color, national origin, sex, marital status, age, handicapping condition or physical disability, affiliation with an employee organization, family or political affiliation, or for the purpose of evading the spirit of this article of Non-Discrimination.

2. The Board and the Association agree to abide by the provisions of applicable federal, state, and local laws and executive orders regarding these matters including compliance with the regulations of the Equal Employment Opportunities Commission and the Ohio Civil Rights Commission. Should such compliance conflict with any of the provisions of this Agreement, a conference shall be held between authorized representatives of the Board and the Association to discuss and seek resolution of the matter(s). However, this provision shall not be construed as a waiver by the Association of its right to pursue legal action against such regulation(s).

E. Fair Treatment

Staff members shall be treated fairly and equally to the extent possible. In the event that disciplinary action is taken, the administration will apply the principles of just cause.

F. Job Descriptions

The Board of DD shall have the authority to determine the job descriptions for all job classifications included in the bargaining unit covered by this agreement. The Association shall be furnished a copy of each such job description.

Prior to the Board of DD making a change in any job description for any classification and/or employee covered by this Agreement, the Board shall notify the Association and provide the Association an opportunity for input with respect to such change.

Should there be a substantial change in any job description, the Board and Association shall meet and negotiate the wage for the job description.

G. Employment Physical Examinations

The Board agrees to contract with local physicians for routine physical examinations periodically required of employees as a condition of their continued employment. Any employee may submit the names of physicians of his choice to the Superintendent and if an acceptable contract can be drawn between the Board and such physicians, these shall be added to the list of approved providers from which an employment physical examination may be obtained at Board expense by an employee. An employee may elect to have a physician other than one on the approved list do the examination and report, but the cost of such examination shall be at the employee's own expense.

H. Paid Immunizations

Annually, upon request, the employer will pay for any necessary immunization such as Hepatitis B, if the employee is routinely exposed to the bodily fluid of students or clients and the employee's physician so recommends.

I. Vehicle Operator

1. In the event of breakdowns, emergencies, or other unforeseen circumstances, a driver shall be paid his/her hourly rate for all time beyond regular scheduled hours.

J. Miscellaneous

As of January 1, 2017, in the event that a substitute teacher is not available, and the county board classroom assistant is requested by the Superintendent or designee to assume the responsibility of the classroom teacher; said assistant shall be paid an additional stipend of \$20.00 per day, \$10.00 per half day, or \$5.00 per hour above and beyond their regular salary. The Superintendent or designee will also assign a second classroom assistant to assist in that same classroom. He/she will receive the same additional stipend identified above. If necessary, and upon Administrator review of classroom attendance, a substitute aide will be contacted for additional support in the classrooms. The assistant shall complete the proper form the day after substituting. This stipend is to be paid at regular bi-weekly pay periods.

ARTICLE 8
MISCELLANEOUS PROVISIONS

A. Contrary to Law

In the event there is a conflict between any provision of this agreement and any applicable law or valid rule, or regulation adopted pursuant thereto, the applicable law or valid rule or regulation shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable law or valid rule or regulation adopted pursuant thereto shall continue in full force and effect in accordance with their terms.

If during the term of this Agreement there is a change in any applicable law or rule or regulation adopted pursuant thereto which would invalidate any provision of this Agreement, the authorized representatives of the Board and the Association shall meet to negotiate any necessary change(s) in the Agreement relative to the affected provision(s) only.

Except as otherwise indicated herein, the parties intend for the provisions of this contract to supersede the Ohio Revised Code to the full extent permitted by law.

B. Management Rights

Subject to the provisions of this Agreement, the management of the program facilities of the Board and the direction of the working forces are vested exclusively in the Board.

Duration of Agreement

This Agreement shall be effective from July 1, 2019, 12:01 a.m., through June 30, 2022, midnight, both dates inclusive.

SIGNATURES

IN WITNESS THEREOF, the Board and Association representatives hereunto set their hands on this 20th day of February, 2020 at Woodsfield, Ohio.

FOR THE MONROE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

Donna L. Craig
President

Heleen K. Ring
Superintendent

FOR THE MONROE COUNTY EDUCATORS ASSOCIATION:

Barbara Williams
President

Theresa Brown
Secretary

POSITION: BUILDING MAINTENANCE WORKER

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>
<u>STEP</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
0	13.59	14.00	14.42	14.85
1	13.70	14.11	14.53	14.97
2	13.91	14.33	14.76	15.20
3	14.18	14.61	15.05	15.50
4	14.33	14.76	15.20	15.66
5	14.54	14.98	15.43	15.89
6	14.72	15.16	15.61	16.08
7	14.83	15.27	15.73	16.20
8	15.06	15.51	15.98	16.46
9	15.27	15.73	16.20	16.69
10	15.57	16.04	16.52	17.02
11	15.70	16.17	16.66	17.16
12	15.84	16.32	16.81	17.31

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: BUILDING MAINTENANCE/BUS MECHANIC/VEHICLE OPERATOR

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>
<u>STEP</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
0	14.19	14.62	15.06	15.51
1	14.39	14.82	15.26	15.72
2	14.61	15.05	15.50	15.97
3	14.87	15.32	15.78	16.25
4	15.11	15.56	16.03	16.51
5	15.34	15.80	16.27	16.76
6	15.57	16.04	16.52	17.02
7	15.80	16.27	16.76	17.26
8	16.06	16.54	17.04	17.55
9	16.30	16.79	17.29	17.81
10	16.62	17.12	17.63	18.16
11	16.77	17.27	17.79	18.32
12	17.05	17.56	18.09	18.63

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: CUSTODIAL WORKER

INSTRUCTOR ASSISTANT/FOOD SERVICES SPECIALIST/VAN DRIVER

INSTRUCTOR ASSISTANT/VAN DRIVER

<u>STEP</u>	EFFECTIVE:			
	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>
	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
0	12.45	12.82	13.20	13.60
1	13.59	14.00	14.42	14.85
2	13.72	14.13	14.55	14.99
3	13.91	14.33	14.76	15.20
4	14.13	14.55	14.99	15.44
5	14.28	14.71	15.15	15.60
6	14.56	15.00	15.45	15.91
7	14.66	15.10	15.55	16.02
8	14.84	15.29	15.75	16.22
9	15.02	15.47	15.93	16.41
10	15.19	15.65	16.12	16.60
11	15.42	15.88	16.36	16.85
12	15.59	16.06	16.54	17.04

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: EARLY INTERVENTION SPECIALIST

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
	<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>	<u>SALARY</u>
		<u>(1040</u>		<u>(1040</u>
<u>STEP</u>	<u>(1040 HOURS)</u>	<u>HOURS)</u>	<u>(1040HOURS)</u>	<u>HOURS)</u>
0	19,891.39	20,488.13	21,102.77	21,735.85
1	20,640.33	21,259.54	21,897.33	22,554.25
2	21,389.28	22,030.96	22,691.89	23,372.65
3	22,138.24	22,802.39	23,486.46	24,191.05
4	22,887.21	23,573.83	24,281.04	25,009.47
5	23,636.15	24,345.23	25,075.59	25,827.86
6	24,501.78	25,236.83	25,993.93	26,773.75
7	25,134.08	25,888.10	26,664.74	27,464.68
8	25,883.03	26,659.52	27,459.31	28,283.09
9	26,624.58	27,423.32	28,246.02	29,093.40

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

APPENDIX A

POSITION:
INSTRUCTOR

EFFECTIVE JULY 1, 2019

BASE = \$31,320.69

STEP	B.A. INDEX	SALARY	INDEX	SALARY	B.A.+15 INDEX	<u>SALARY</u>
0	1.0000	31,320.69	1.0440	32,698.80	1.0760	33,701.06
1	1.0420	32,636.16	1.0940	34,264.83	1.1340	35,517.66
2	1.0840	33,951.63	1.1440	35,830.87	1.1920	37,334.26
3	1.1260	35,267.10	1.1940	37,396.90	1.2500	39,150.86
4	1.1680	36,582.57	1.2440	38,962.94	1.3080	40,967.46
5	1.2100	37,898.03	1.2940	40,528.97	1.3660	42,784.06
6	1.2520	39,213.50	1.3440	42,095.01	1.4240	44,600.66
7	1.2940	40,528.97	1.3940	43,661.04	1.4820	46,417.26
8	1.3360	41,844.44	1.4440	45,227.08	1.5400	48,233.86
9	1.3780	43,159.91	1.4940	46,793.11	1.5980	50,050.46
10	1.4200	44,475.38	1.5440	48,359.15	1.6560	51,867.06
11	1.4620	45,790.85	1.5940	49,925.18	1.7140	53,683.66
12	1.5040	47,106.32	1.6440	51,491.21	1.7720	55,500.26
13	1.5460	48,421.79	1.6940	53,057.25	1.8300	57,316.86
14			1.7440	54,623.28	1.8880	59,133.46
15					1.9460	60,950.06

At completion of 20th year, each member will receive \$700.00 longevity pay.
At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION:
INSTRUCTOR

EFFECTIVE JULY 1, 2020

BASE = \$32,260.31

<u>STEP</u>	<u>INDEX</u>	B.A.	B.A.+15		M.A.	
		<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.0000	32,260.31	1.0440	33,679.76	1.0760	34,712.09
1	1.0420	33,615.24	1.0940	35,292.78	1.1340	36,583.19
2	1.0840	34,970.18	1.1440	36,905.79	1.1920	38,454.29
3	1.1260	36,325.11	1.1940	38,518.81	1.2500	40,325.39
4	1.1680	37,680.04	1.2440	40,131.83	1.3080	42,196.49
5	1.2100	39,034.98	1.2940	41,744.84	1.3660	44,067.58
6	1.2520	40,389.91	1.3440	43,357.86	1.4240	45,938.68
7	1.2940	41,744.84	1.3940	44,970.87	1.4820	47,809.78
8	1.3360	43,099.77	1.4440	46,583.89	1.5400	49,680.88
9	1.3780	44,454.71	1.4940	48,196.90	1.5980	51,551.98
10	1.4200	45,809.64	1.5440	49,809.92	1.6560	53,423.07
11	1.4620	47,164.57	1.5940	51,422.93	1.7140	55,294.17
12	1.5040	48,519.51	1.6440	53,035.95	1.7720	57,165.27
13	1.5460	49,874.44	1.6940	54,648.97	1.8300	59,036.37
14			1.7440	56,261.98	1.8880	60,907.47
15					1.9460	62,778.56

At completion of 20th year, each member will receive \$700.00 longevity pay.
At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION:
INSTRUCTOR

EFFECTIVE JULY 1, 2021

BASE = \$33,228.12

<u>STEP</u>	<u>INDEX</u>	B.A.	B.A.+15		M.A.	
		<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	1.0000	33,228.12	1.0440	34,690.16	1.0760	35,753.46
1	1.0420	34,623.70	1.0940	36,351.56	1.1340	37,680.69
2	1.0840	36,019.28	1.1440	38,012.97	1.1920	39,607.92
3	1.1260	37,414.86	1.1940	39,674.38	1.2500	41,535.15
4	1.1680	38,810.44	1.2440	41,335.78	1.3080	43,462.38
5	1.2100	40,206.03	1.2940	42,997.19	1.3660	45,389.61
6	1.2520	41,601.61	1.3440	44,658.59	1.4240	47,316.84
7	1.2940	42,997.19	1.3940	46,320.00	1.4820	49,244.07
8	1.3360	44,392.77	1.4440	47,981.41	1.5400	51,171.30
9	1.3780	45,788.35	1.4940	49,642.81	1.5980	53,098.54
10	1.4200	47,183.93	1.5440	51,304.22	1.6560	55,025.77
11	1.4620	48,579.51	1.5940	52,965.62	1.7140	56,953.00
12	1.5040	49,975.09	1.6440	54,627.03	1.7720	58,880.23
13	1.5460	51,370.67	1.6940	56,288.44	1.8300	60,807.46
14			1.7440	57,949.84	1.8880	62,734.69
15					1.9460	64,661.92

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: INSTRUCTOR ASSISTANT

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>
<u>STEP</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
0	11.63	11.98	12.34	12.71
1	11.95	12.31	12.68	13.06
2	12.33	12.70	13.08	13.47
3	12.47	12.84	13.23	13.63
4	12.57	12.95	13.34	13.74
5	12.77	13.15	13.54	13.95
6	12.91	13.30	13.70	14.11
7	13.07	13.46	13.86	14.28
8	13.23	13.63	14.04	14.46
9	13.37	13.77	14.18	14.61
10	13.59	14.00	14.42	14.85
11	13.71	14.12	14.54	14.98
12	13.89	14.31	14.74	15.18

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: PROGRAM NURSE/COMMUNITY EDUCATOR

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>
<u>STEP</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
0	21.42	22.06	22.72	23.40
1	22.22	22.89	23.58	24.29
2	23.06	23.75	24.46	25.19
3	23.90	24.62	25.36	26.12
4	24.64	25.38	26.14	26.92
5	25.46	26.22	27.01	27.82
6	26.29	27.08	27.89	28.73
7	27.07	27.88	28.72	29.58
8	27.90	28.74	29.60	30.49
9	28.71	29.57	30.46	31.37
10	21.42	22.06	22.72	23.40
11	22.22	22.89	23.58	24.29
12	23.06	23.75	24.46	25.19

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: SECRETARY I

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%

<u>STEP</u>	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>	<u>HOURLY</u> <u>RATE</u>
0	12.73	13.11	13.50	13.91
1	12.81	13.19	13.59	14.00
2	12.93	13.32	13.72	14.13
3	13.06	13.45	13.85	14.27
4	13.23	13.63	14.04	14.46
5	13.39	13.79	14.20	14.63
6	13.60	14.01	14.43	14.86
7	13.74	14.15	14.57	15.01
8	13.91	14.33	14.76	15.20
9	14.12	14.54	14.98	15.43
10	14.26	14.69	15.13	15.58
11	14.43	14.86	15.31	15.77
12	14.64	15.08	15.53	16.00
	12.73	13.11	13.50	13.91

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: VEHICLE OPERATOR/WORKSHOP SPECIALIST
AND
INSTRUCTOR ASSISTANT/VEHICLE OPERATOR

EFFECTIVE:	7/1/2018	7/1/2019	7/1/2020	7/1/2021
		3.00%	3.00%	3.00%
<u>STEP</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
0	13.19	13.59	14.00	14.42
1	13.37	13.77	14.18	14.61
2	13.56	13.97	14.39	14.82
3	13.63	14.04	14.46	14.89
4	13.88	14.30	14.73	15.17
5	14.18	14.61	15.05	15.50
6	14.42	14.85	15.30	15.76
7	14.73	15.17	15.63	16.10
8	14.97	15.42	15.88	16.36
9	15.23	15.69	16.16	16.64
10	15.53	16.00	16.48	16.97
11	15.83	16.30	16.79	17.29
12	16.11	16.59	17.09	17.60

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

POSITION: VEHICLE OPERATOR/WORKSHOP SPECIALIST

EFFECTIVE:	7/1/2019	7/1/2020	7/1/2021	7/1/2022
		3.00%	3.00%	3.00%
<u>STEP</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
0	14.16	14.58	15.02	15.47
1	14.40	14.83	15.27	15.73
2	14.65	15.09	15.54	16.01
3	14.87	15.32	15.78	16.25
4	15.17	15.63	16.10	16.58
5	15.51	15.98	16.46	16.95
6	15.82	16.29	16.78	17.28
7	16.15	16.63	17.13	17.64
8	16.42	16.91	17.42	17.94
9	16.71	17.21	17.73	18.26
10	17.05	17.56	18.09	18.63
11	17.39	17.91	18.45	19.00
12	17.70	18.23	18.78	19.34

At completion of 20th year, each member will receive \$700.00 longevity pay.

At completion of 25th year, each member will receive \$1000.00 longevity pay.

ALCOHOL AND DRUG TESTING

- A. The purpose of this policy is to insure that employees whose positions require a CDL and who are employed in safety sensitive functions (SSF) shall be free from the effects of drug and alcohol misuse. This policy conforms to the regulations established by the Department of Transportation. Conformation to this policy shall be achieved in such a manner as not to violate any civil and constitutional rights of bargaining unit members.
- B. Employees shall be prohibited from:
1. Consuming or possessing alcohol from the time the driver begins work until the time that the driver is relieved from work anywhere on Board premises or job sites, including Board buildings, properties, and vehicles
 2. Possessing, using, selling, purchasing, or delivering any illegal drug other than those prescribed for the employee, or over-the-counter medication during work hours except as may be necessary in the performance of duty
 3. Failing to report to the employee's supervisor any known adverse side effects of prescription drugs which the employee may be taking
 4. Performing safety sensitive functions within four (4) hours of using alcohol.
- C. Employees whose positions require a CDL shall be required to undergo alcohol testing when:
1. One supervisor observes behavior establishing reasonable suspicion to believe that the driver has violated alcohol prohibitions. The identifying supervisor cannot conduct the test
 2. Reasonable suspicion shall be based on specific

written contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. This written notice shall set forth the facts and inferences which form the basis of the order to test and shall be given to the driver prior to any testing.

The Board shall have the right to require that the employee submit to alcohol and drug testing as set forth in this policy. The Board may also randomly test for alcohol and drug abuse between 10% and 50% of its driving employees who are engaged in performing safety sensitive functions over a twelve (12) month period beginning in January, annually.

- D. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.
- E. The Board will provide transportation to a licensed medical facility to obtain bodily fluid or material samples.

In conducting the testing authorized by this Agreement, the Board shall:

1. Use only a clinical laboratory or hospital facility which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and a certified laboratory will conduct the required testing of samples.
2. Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result.
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient

amount to be set aside reserved for later testing if requested by the employee.

4. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or the hospital facility of the employee's choosing, at the employee's own expense.
7. Require that the laboratory or hospital facility report to the Board that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Board inconsistent with the understandings expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the Board will not use such information in any manner or form averse to the employee's interests.

8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
9. Provide each employee tested with a copy of all information and reports received by the Board in connection with the testing and the results.
10. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with full pay or relief of duty with full pay during the pendency of any testing procedure.

F. The Board shall apply none of the above penalties (.05 or above) or take adverse action against any employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug-related problem other than the Board may require reassignment of the employee with full pay if he/she is unfit for duty in his/her current assignment. The foregoing is conditioned upon:

1. The employee agreeing to appropriate treatment as determined by the physician(s) involved:
2. The employee discontinues his use of illegal drugs or abuse of alcohol
3. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months
4. The employee agrees to submit to random testing during the hours of work during the period of "after-care."

G. Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline. This policy shall not be construed as an obligation on the part of the Board to

retain an employee on active status throughout the period of rehabilitation if the employer has just cause from existing evidence to believe that the employee's continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. If the employer chooses to remove the employee from active pay status for just cause, said employee and the Association may immediately take this specific issue to binding expedited arbitration.

If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Association, and/or the employee with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Association and/or the employee shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the employee.

GRIEVANCE REPORT FORM

Informal Conference with Supervisor

Name of Grievant

Supervisor Signature

Grievant's Signature

Date of Informal
Level I Discussion

LEVEL II

(Submitted to Immediate Supervisor)

A. Date of Alleged Infraction:

B. Section(s) of the Agreement Allegedly Violated:

C. Statement of Grievance (specific allegations):

D. Relief Sought:

Signature of Grievant

Date Given to Supervisor

Disposition by Supervisor:

Signature of Immediate Supervisor

Date of Disposition

Signature of Grievant

Date Received from
Supervisor

Signature of Grievant

Date Submitted to
Superintendent

LEVEL III
(Submitted to Superintendent)

Disposition by Superintendent: _____

Signature of Superintendent

Date of Disposition

Signature of Grievant

Date Rec'd. from
Superintendent

LEVEL IV or V
(Submitted through Superintendent to Board or
to FMCS Mediation)

Signature of Grievant

Date Submitted to
Superintendent for Mediation
or Board Step

Disposition by DD Board, or from FMCS Mediation: _____

Signature of Board Rep.

Date of Disposition

Signature of Grievant/Assoc.

Date Rec'd. from Board
Representative

LEVEL VI
(Submitted to Arbitration)

Signature of Association
President or his/her designee

Date

Signature of Superintendent

Date Received

(Additional statements may be attached.)

COURSE WORK REIMBURSEMENT APPROVAL FORM

Date of Request: _____

Employee Name: _____

Name of Course: _____
(Attach a description of the course if one is available)

Estimated Cost of Course: _____

*Estimated Course Work Completion Date: _____

Employee Signature

Approved:

Disapproved:

Superintendent's Signature

Date

For the purpose of Course Work Reimbursement, the program year would begin June 1 and end May 31.

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