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CONTRACT

Between

COUNTY OF SUMMIT BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

And

WEAVER WORKSHOP AND SUPPORT ASSOCIATION

January 1, 2008 – December 31, 2012

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PREAMBLE

The Employer and its negotiating team and the Union and its negotiating team shall reaffirm their commitment to good labor relations.

In furtherance of that commitment, the Labor/Management Committee shall meet and attempt to function as intended and required by this Contract.

ARTICLE I – STATEMENT OF RECOGNITION

A. The County of Summit Board of Mental Retardation and Developmental Disabilities (hereinafter "Employer") hereby recognizes the Weaver Workshop and Support Association, OEA/NEA (hereinafter "WWSA" or "Union") as the sole and exclusive representative of the Employer's employees as hereinafter defined for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

B. Whenever the term "employee" or "employees" is used in the Contract, it shall mean only such person or persons as are employed as full-time, temporary, part-time, and substitute by the Employer in any of the following classifications:

CERTIFICATION	**CLASSIFICATION**
UNIT A:	
	Classroom Helper/Adult Services; Classroom Helper/School
Registered I	Includes positions: Assistant, Specialty Business Assistant
Registered II	Includes positions: J.E.T. Trainer*, Employment Specialist, Production Specialist, Work Station Specialist, Assistant Specialty Business Coordinator and Specialty Business Coordinator
Professional	Includes positions: Mobility Trainer, Life Skills Specialist, Program Specialist

* The position of J.E.T. Trainer is in dispute. The parties agree to allow SERB to decide which unit the position should be in. The grievances related to this position continue to be held in abeyance.

UNIT B:

Account Clerk I, II, III
Accountant
Accounting Assistant
Administrative Assistant
Billing Specialist
Clerical Assistant
Community & Public Relations Specialist
Custodial Worker I, II
Delivery/Mail Clerk
Dispatcher
Fiscal Billing Specialist
Graphic Reproduction Technician
Intake Referral Specialist
Job Developer
Maintenance Worker
Office Aide
Office Aide-Children's Services
Office Manager
Production Sales Coordinator
Receptionist
Records Specialist
Routing Specialist
SHDC Maint. and Property Worker
Secretary II
Senior Account Clerk
Senior Graphic Designer
Staff Development Coordinator
Shipping and Receiving Clerk
Training Collaborative Clerk
Truck Driver
Utilization Review Coordinator
Video Production Assistant
Volunteer/Community Activities Coordinator

C. The bargaining unit shall not include management level personnel, supervisors, confidential, casual or seasonal employees as defined in Chapter 4117, Ohio Revised Code. Newly created positions excluding those listed in the preceding paragraph shall be classified by the Employer.

D. If the Employer creates a new job classification during the life of this Contract which it believes to be includable in the bargaining unit, the Employer shall notify the Union and meet with it in an effort to agree upon an appropriate designation. Disagreements over the pay designation will be resolved in accordance with the grievance/arbitration provisions of this Contract on an expedited basis.

E. If the Employer creates a new job classification during the life of this Contract which it does or does not believe is includable in the bargaining unit, the Employer shall notify the Union President within ten (10) workdays. The position shall be posted only after notifying the Union. The Union may either petition the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Chapter 4117 to seek the addition of the classification to the bargaining unit or else submit the dispute to binding arbitration, but not both.

F. In the event that no work is available within the J.E.T. Trainer, Work Station Specialist, and/or Employment Specialist classifications, prior to instituting a layoff procedure, the Employer may assign, on a short-term basis and with no reduction in pay, the affected employee(s) to meet its facility-based needs. If such an assignment extends beyond twelve (12) weeks, the Union and the Employer will meet in an effort to agree upon the feasibility of other work options.

G. Employees currently occupying a classification which is newly included in the bargaining unit shall not become bargaining unit members until the expiration or termination of the employee's current management contract or its nonrenewal. The dates of expiration are as set forth in an MOU which lists the names and dates.

ARTICLE II - NEGOTIATION PROCEDURE

A. **DEFINITIONS**

1. Issues of bargaining shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Contract.

2. "Days" -- For purposes of this Article II, the term "days" shall mean calendar days unless otherwise indicated.

3. "Good Faith" -- All discussions shall be in "good faith", meaning both parties pledge that they shall consider all issues submitted to the discussion procedure with intent to reach agreement on a total package.

4. "Negotiations" means conferring and exchanging thoughts and ideas by the Employer through its designated representatives and the WWSA through its designated representatives for the purpose of reaching an agreement.

5. "Tentative Agreement" means that as subjects of negotiations between the negotiating teams are agreed to, said agreement shall be reduced to writing and initialed by the designated representative of each team. Such initialing shall not be construed as a final agreement between the representatives until all items have been so initialed.

6. "Caucus" -- Either negotiating team, upon giving notice to the other team, may go into caucus at any time during the negotiating sessions.

B. **PROCEDURE**

1. Negotiations for a successor Contract may be initiated by a Notice to Negotiate from one party to the other of intent to negotiate a successor Contract. Such notice shall be given no sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Contract. A copy of the Notice to Negotiate shall be filed by the initiating party with the State Employment Relations Board (SERB).

2. Upon receipt of the Notice to Negotiate, the receiving party will respond within five (5) calendar days, will acknowledge the receipt of the Notice to Negotiate, and will name the representative to contact concerning arrangements for establishing the initial negotiating session.

3. The first negotiating session will be held within thirty (30) days of the Notice to Negotiate. During the negotiating period, either party may offer modifications or amendments to the Contract, regardless of whether that party served the Notice to Negotiate under this Article.

4. **Conducting Negotiations**

   a. The Union and the Employer shall each select its own negotiating team. The Union team will include not more than six (6) bargaining unit members who are employed by the Employer and one (1) non-employee representative of the Union. The negotiating team for the Employer will include not more than six (6) members. The Union and the Employer will exchange in writing the names of their authorized negotiating team representatives. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.

   b. In the event that either the Employer or the Union plans to bring any additional resource people to a negotiating session, at least twenty-four (24) hours notice of such intention shall be made known to the other party. In no event will either party be entitled to have more than seven (7) persons, inclusive of resource persons, at any negotiating session.

   c. Negotiation sessions will be conducted as frequently as the parties determine necessary. The time, place and date for negotiating sessions will be established by mutual agreement. If either party is unable to attend the scheduled session, at least twenty-four (24) hours notice of said intention shall be given to the other party except in emergency situations.

d. In the event the parties agree to a starting time for any session commencing prior to the end of the work day, it is agreed that the Employer will compensate up to six (6) Union negotiating employees by providing them time off their regularly scheduled work to participate in the contract negotiations at the bargaining table without loss of pay. However, in such event, the Union team will include not more than six (6) employee members and one (1) non-employee representative. In no event shall either party be entitled to have more than seven (7) persons, inclusive of resource persons, at the negotiating table.

e. Each side is responsible for taking its own notes during negotiations. No mechanical records of the session will be permitted.

f. All negotiating sessions shall be in Executive Session, meaning: only members of the negotiating teams, resource persons as provided for in this procedure, and others as mutually agreed to between the negotiating teams shall be in the room in which the negotiating session is being held.

g. The Employer and the Union agree to provide the other, upon request, with pertinent information in areas that may be discussed during the negotiating period.

5. **Agreement**

a. Within thirty (30) days (unless both teams agree to an extension) after tentative agreement has been reached on the entire Contract, said Contract shall be reduced to writing and submitted to the Union for ratification. If ratified by the Union, within thirty (30) days (unless both teams agree to an extension), the proposed contract shall be submitted to the Board for its adoption at the next regularly scheduled Board meeting or special Board meeting.

b. Once the Contract has been ratified by both parties, it shall be signed by the Board Chairperson and the Union President. A properly executed copy shall be sent by the Union to SERB within thirty (30) days.

6. **Disagreement**

a. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session.

b. The parties may submit, at any time prior to the expiration date of this Contract, all unsettled issues in dispute to mediation. The parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and SERB that the issues in dispute are being submitted to mediation and request a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS shall be the sole dispute resolution procedure of these parties.

c. In the event the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Contract, the exclusive representatives shall have the right to proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code. During this ten (10) day period after the expiration of the Contract, either party may request continuation of mediation and negotiations.

C. **MISCELLANEOUS**

1. At the conclusion of each session, both teams shall agree to a time, place and date for the following session(s).

2. Neither party shall make a statement concerning negotiations or any matter relating thereto to the news media until formal impasse is reached between the parties.

3. All proposals for negotiations shall be submitted by the parties at the first meeting. No new issues shall be submitted thereafter except by mutual agreement. All proposals and counter proposals shall be submitted in writing.

4. Any amendment or agreement supplemental herein shall not be binding upon either party unless executed in writing and ratified by both parties hereto. The terms and conditions of this written Contract shall supersede any prior agreements, whether written or oral. Neither party shall be bound to any past practice that is not reduced to writing and made a part of this Contract.

D. **MID-TERM BARGAINING PROCEDURES**

1. The procedures in this article may be used upon request by either party as the dispute resolution process for any mid-term bargaining subject upon which the parties have otherwise failed to reach an agreement.

2. Requests for bargaining shall be made in writing and shall specify Article II Mid-term Bargaining Procedures. If either party specifies that "time is of the essence," then bargaining shall commence within seven (7) workdays.

3. If mid-term bargaining does not result in agreement between the parties within forty-five (45) days of the first bargaining session, either party may request the services of a mediator through the Federal Mediation Conciliation Service for the purpose of mediating an agreement. The mediator shall only have authority to assist the parties in reaching an agreement.

4. If agreement cannot be reached, the parties will submit the dispute to binding interest arbitration, in accordance with Article III (F) (6). The decision of the arbitrator shall be final.

ARTICLE III – GRIEVANCE PROCEDURE

A. **DEFINITION**

A "grievance" is a claim alleging a violation, misinterpretation, misapplication or misunderstanding of any provision of this Contract.

B. **RIGHTS OF THE GRIEVANT**

1. A grievant may appear on his/her own behalf or may be represented at all steps of this procedure by a designated representative of the Union.

2. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of employees, it may be submitted at Step II described herein.

3. The fact that a grievant filed a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.

4. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

5. The WWSA has the right to be in attendance at any level of the grievance procedure.

6. The WWSA may file a grievance on its own behalf when such grievance involves the rights of the Union as specified in this Contract. Such grievance shall start at Step II.

7. If a decision is not appealed within the time limit specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step.

C. **STEP I – INFORMAL CONFERENCE WITH SUPERVISOR**

1. To assure prompt attention, an employee may request a conference with his/her supervisor within fifteen (15) working days of the event prompting the problem, or within fifteen (15) working days from the date he/she could reasonably have expected to know of the event prompting the problem.

2. A conference between the grievant and the supervisor to discuss the problem shall be held within ten (10) working days after it has been requested. The supervisor shall give his/her decision to the employee within ten (10) working days after the conference.

D. **STEP II – FORMAL INVESTIGATION AND REVIEW BY THE LABOR RELATIONS MANAGER AND/OR STEP I OF A CLASS ACTION GRIEVANCE**

1. If dissatisfied with his/her supervisor's decision or if no decision has been rendered within the time limits provided, the employee may submit a written statement within ten (10) working days which shall be reviewed and investigated by the Labor Relations Manager. The grievant shall provide the President of the WWSA with a copy of the written grievance within the same time frame.

2. Within ten (10) working days after the Labor Relations Manager's receipt of the written appeal, a conference between the grievant, his/her Union representative(s) [no more than two (2)], and representatives of the Employer shall be scheduled. A written disposition of the meeting shall be forwarded to the Union President (or designee) and the grievant within ten (10) working days of the meeting.

E. **STEP III – GRIEVANCE FORUM**

A grievance forum committee consisting of two (2) union representatives and two (2) management representatives will attempt to arrive at a resolution of the issue(s) in dispute.

1. If the grievant is not satisfied with the disposition of the grievance at Step II, he/she shall, within ten (10) working days of the receipt of such decision, submit the grievance, in writing, to the Labor Relations Manager.

2. The Labor Relations Manager shall, within ten (10) working days of the receipt of the appeal, schedule a grievance forum meeting within a reasonable period of time which is mutually convenient to all parties.

3. If the parties are unable to resolve the issue(s) within the grievance forum, the Labor Relations Manager shall issue a written statement to that effect and forward the same to the grievant and the Union President or designee.

F. **STEP IV – ARBITRATION**

1. If the grievance is not satisfactorily resolved at Step III, it may be submitted to arbitration upon the request of either party. The notice of intent to arbitrate must be submitted in writing to the Labor Relations Manager within ten (10) working days of the action taken on the grievance under Step III of this procedure.

2. The party issuing the notice of intent to arbitrate shall submit a Demand for Arbitration to the American Arbitration Association (AAA) within thirty (30) calendar days of the date on the notice of intent to arbitrate, with a copy served simultaneously on the opposing party. Any Demand for Arbitration must be filed within this period or the grievance shall be considered settled with the Step III response. The demand shall request a list of seven (7) arbitrators. Within fifteen (15) working days of the receipt of such list, the WWSA representative and Employer representative shall select an arbitrator by alternately striking a name from said list until only one (1) name remains. The parties agree to be governed by the AAA voluntary labor arbitration rules.

3. The arbitrator shall limit his/her decisions strictly to the interpretation(s), application, or enforcement of the specific Article(s) and section(s) of the Contract at issue, and he/she shall not add to, subtract from, or modify any term of this Contract in his/her decision.

4. The arbitrator's written decision resulting from a hearing shall be final and binding on the Employer, WWSA, and the employee. Copies of the award shall be given to the grievant, Superintendent, and WWSA. The award, if in favor of the grievant, shall be promptly implemented by the Superintendent.

5. The cost of services of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room shall be shared equally by the WWSA and the Employer. The fee of a court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit employee whose attendance is required for such hearing shall not lose any pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

6. Arbitration Alternative - Grievances unresolved at Step III can, by mutual agreement, be submitted to a permanent umpire selected by the parties for final and binding resolution. A hearing shall be promptly scheduled, although the parties may agree to schedule the umpire in such a way as to hear more than one grievance on the same date. Hearings shall be informal, and include a presentation of facts and observations by persons who have first-hand knowledge of the issue, and discussion.
When the umpire is satisfied that he/she understands the facts and the issue, the hearing will be concluded. The umpire will issue a written decision within five (5) days. The umpire shall not be discouraged from attempting to mediate the dispute either at the hearing or prior to the due date for the issuance of the decision. The costs of services of the umpire and the fee of the umpire shall be shared equally by the WWSA and the Employer.

G. **DISCIPLINARY ACTIONS WHICH ARE NOT ARBITRABLE**

1. Verbal reprimands are not arbitrable.

ARTICLE IV - RIGHTS OF INDIVIDUAL

A. **FREEDOM OF UNION**

Each employee shall be free to join or not to join the Union. The Employer and the Union agree not to discriminate or take reprisals against any employee in any respect by reason of that employee's: (1) membership or non-membership in the Union or (2) participation or non-participation in (a) any activities of the Union, (b) collective professional negotiations for the Union, and (c) any grievance.

B. **RIGHT OF REPRESENTATION**

All employees have the right to present a problem or complaint to an appropriate administrator at any time. If desired by the employee, a Union representative may accompany the employee presenting the problem or complaint.

C. **NON-DISCRIMINATION**

No person or persons responsible to the Employer or the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, creed, national origin, sex, sexual orientation, marital status, handicap, age, employee organization or political affiliation. The Employer and the Union agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters and may seek guidance and/or counsel from appropriate agencies at the option of the Employer or the employee.

D. **PERSONAL LIFE**

The personal life of an employee shall not be considered an appropriate concern of the Employer except as it affects her/his status as an employee of the Employer.

E. **HEALTH AND SAFETY**

1. The Employer shall provide safe and healthful working conditions for all employees at each work site and facility in or around which employees have assigned responsibilities.

2. First Aid/CPR - The Employer shall ensure that there is reasonable access to adequate First Aid kit(s) at each work site, which shall be maintained at designated locations. First Aid, CPR, and behavior support training shall be provided by the Employer, at no cost to employees.

3. Notification of Medical Conditions of Persons Served - The Employer shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of persons served and employee information. The Employer shall advise employees of the medical conditions of persons served in compliance with applicable laws in order to avoid the risk of infectious and communicable disease to employees and other persons served and to facilitate the proper care of persons served. The Employer will advise employees who have a reasonable possibility of exposure to lice, scabies, shingles, or pink eye.

4. Vaccinations - A Hepatitis B vaccination will be given to those employees who request a vaccination or who have direct contact with persons served suspected of or diagnosed as having Hepatitis B virus. Any employee who refuses to be vaccinated shall sign a waiver which holds the Employer harmless of any liability.

ARTICLE V - RIGHTS OF UNION

A. **UNION DUES/PAYROLL DEDUCTIONS**

1. The Employer will deduct regular monthly dues bi-weekly, in the amount certified in writing to the Employer by the Treasurer of WWSA, from the pay of any employee who timely executes the Union's Authorization Form.

2. Payroll deductions shall be made bi-weekly during which an employee is in active pay status. In order to commence check off, the authorization card must be submitted to the Payroll Supervisor by the tenth (10th) day of a month in order to commence deductions for the following month.

3. Employees who complete Dues Deduction Authorization Cards will have their dues deducted. By August 10th of each calendar year, the Union Treasurer shall certify to payroll the status of each employee (i.e., Union Member or Fair Share Fee Payer). Throughout each year, the Union will periodically inform payroll of the status of newly hired employees.

4. The Union agrees that it will indemnify and hold the Employer harmless from any and all actions or claims arising out of any action taken or not taken by the Employer for the purpose of complying with paragraph 1 above, and assumes full responsibility for the disposition of the dues to be deducted once they have been turned over to the Union.

5. Any employee who elects to become a member of the Union as of the effective date of this Contract or elects to become a member during the term of this Contract shall remain a member in good standing, subject to the right of each member to revoke his/her membership at the same time as specified in paragraph 3, above.

6. On or before September 1st of each year, the Treasurer of WWSA will provide the Payroll Supervisor with a list of all employees paying Union dues through payroll deduction with the amount for each. The employees shall have the right to participate in the Ohio Deferred Compensation Plan, to the extent allowed by law.

B. **FAIR SHARE FEE**

1. As of the effective date of this Contract or sixty (60) days after being hired, whichever occurs later, any employee represented by this Contract who chooses not to become a Union member shall be obligated to pay the Union a Fair Share Fee in accordance with applicable law.

2. The Fair Share Fee referred to above shall not exceed the amount of regular Union dues.

3. In accordance with applicable law, the Union has established a written internal Fair Share Procedure.

4. The Union retains the right to modify the Fair Share Procedure. All such modifications shall be consistent with applicable law.

5. Fair Share Fees, as described in this provision, shall be deducted by the Auditor from the payroll checks of non-union employees and forwarded to the Union Treasurer in the same way that Union dues are forwarded to the Union Treasurer, except that individual written orders for such deductions shall not be required for non-union employees.

6. Any employee represented by this Contract who has been declared by the State Employment Relations Board (SERB) to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code 4117.09 (C) shall not be required to join or financially support the Union as a condition of employment.

   Any such employees shall be required to pay, in lieu of a Fair Share Fee, an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to the Union written receipts evidencing monthly payments of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or the Fair Share Fee hereunder.

7. The Union shall indemnify and hold the Employer harmless as to any and all claims, demands, costs, suits, or other form of liability which may arise out of any action taken by the Employer for the purpose of complying with the provisions of this Contract section.

8. The Employer and the Union will cooperate fully in order to ensure the effective implementation of the Union Fair Share Fee Procedure. The Employer shall provide the Union with the name, home address, telephone number, classification, and work location for any employee who is hired by the Employer and would fall within the Union's bargaining unit. Such notice shall be provided within one (1) month of hire.

   Any change in an employee's status will be provided to the Union President two weeks following Employer action (i.e., resignation, termination, transfer, promotion, demotion, extended leave of absence, retirement, suspension).

C. **UNION BUSINESS**

1. The Superintendent will approve reasonable requests to participate in Union meetings not to exceed a combined total of ten (10) days in each work year in order that Union delegates may attend or participate in any Union meeting sponsored by the State, Regional or National Association.

2. Delegates on such leave will incur no loss of wages.

D. **EXCLUSIVE RIGHTS**

The Employer shall grant such exclusive rights necessary to provide for proper representation of employees, including use of a designated bulletin boards at each site and use of employee mailboxes and e-mail.

E. **USE OF EMPLOYER FACILITIES**

The Union shall be entitled to use Employer facilities at no charge upon prior approval of the Superintendent after written request is submitted by the Union at least forty-eight (48) hours in advance. Union use of workshop facilities shall be subject to Employer adopted regulations.

WWSA officers shall be authorized to use facility equipment including computers, Xerox machines, fax machines, and all types of audio visual equipment, when such equipment is not otherwise in use and with prior approval of the Superintendent/designee.

F. **EMPLOYER POLICY BOOK**

The Union President shall be provided sole and exclusive access to one (1) copy of the updated Employer policy book.

G. **NEW EMPLOYEES**

The Employer will notify the Union President of the appointment of any individual to classifications in the bargaining unit. The notice will show name, work location, classification, home address, telephone number, and effective date of hire.

H. **UNION TIME**

1. The Union shall be allowed up to fifteen (15) hours per week during which its representatives may investigate grievances and conduct Union business during regularly scheduled hours of work. Furthermore, no individual shall utilize more than four (4) hours of said time in any one (1) week. Union time shall not be utilized on Fridays. The indicated time shall be specifically accounted for by the Union representative with his/her supervisor. No representative shall leave his/her assigned work area without first notifying his/her supervisor. No representative shall interfere with another employee during the employee's regularly scheduled hours of work.

2. Included in this allotment of union time will be the opportunity for a WWSA representative to use thirty (30) minutes during the new employee orientation process to address new bargaining unit employees. This opportunity includes a general meeting and distribution of union materials. New employees shall receive a copy of this Contract from the Human Resources Department.

3. The Union President shall submit weekly accounting of the use of union time to the Labor Relations Manager. This shall include the name of each Union member and the time involved for each.

I. **AGENDAS**

The Union President will be sent, prior to any Board meeting, one (1) copy of the agenda for that meeting and the approved minutes of the preceding Board meeting.

J. **PRINTING AND DISTRIBUTION**

Within thirty (30) days after this Contract is signed, copies shall be printed and distributed to each employee by the Union. The expense of printing and distributing five hundred (500) copies shall be borne equally by the Union and the Employer.

K. **UNION REPRESENTATIVE ACCESS**

1. OEA professional staff shall have the right to contact employees during off duty time (before and after work hours and during lunch break) on Employer premises. Such contacts shall not interrupt instructional or work time of employees. The OEA professional staff and Union officers shall report to the building office to notify the appropriate administrator when visiting work locations other than their own. Upon prior approval of the Superintendent/designee, Union representatives may meet with employees and/or the Administration during duty hours.

2. To facilitate employment relationships and to provide for a means of better communication and understanding amongst the Employer, its management, its employees, and the Union, without the necessary utilization of the contractual grievance arbitration machinery, a Labor-Management Committee will be established. Said Committee will meet at least once every three (3) months at 1:30 p.m. at a date and place agreed upon by the Superintendent/designee and the Union President. At said meeting, the Employer and the Union shall be permitted no more than three (3) representatives unless mutually agreed otherwise prior to said meeting. Meetings may be convened more frequently upon mutual agreement of the parties at a mutually convenient time and place.

L. **UNION OFFICE**

The Employer shall provide the Union with a lockable office at a designated location where space availability exists. Such office shall be accessible during normal working hours. The Union will be responsible to equip the premise, with the exception of one (1) desk and two (2) chairs that will be provided by the Employer.

M. **ANNOUNCEMENTS**

The Union will have the opportunity to make announcements at general staff meetings and to use the P.A. system to make announcements before the designated arrival time and after the designated departure time of persons served at each location.

N. **TELEPHONE**

Union officers and building representatives shall have the right to reasonable use of the Employer telephone in order to carry out their official Union responsibilities, provided such use does not interfere with program operations. Cost of such calls to be borne by the Employer except for long distance calls.

O. **MAILBOXES**

The Employer and the Union will be the only authorized units to place material in staff mailboxes.

P. **INTEROFFICE MAIL**

Union officers and building representatives shall have the reasonable use of the interoffice mail system for distribution of Union material.

Q. **BULLETIN BOARDS**

Authorized representatives of the Union shall have the use of a bulletin board in the lounge area at all work sites where employees work, where possible.

R. **COPYING COSTS**

Copies of all documents to which the Union has a legal right shall be supplied to the Union by the Employer upon Union request and at a reasonable cost.

ARTICLE VI - RIGHTS OF THE EMPLOYER

A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and the United States, including but not limited to the rights identified in Ohio Revised Code 4117.08 (C) which is specifically incorporated herein by reference. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract.

B. No agreement alteration, understanding, past practice, variation, waiver or modification of any of the terms or conditions or covenants contained in this Contract shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

C. The Union recognizes that the Employer may promulgate reasonable policies, procedures, directives and work rules. However, before implementing any new policies, procedures, directives or rules, the Employer shall reduce same to writing and provide a copy to the Union at least ten (10) working days prior to implementation, except in the event of an emergency. The reasonableness of any Employer-adopted policy, procedure, directive, or work rule, or application of same, shall be subject to review in the grievance procedure.

ARTICLE VII
WORK SCHEDULES/EMPLOYMENT PRACTICES AND CONDITIONS

A. **WORK SCHEDULE – UNIT A**

1. Regular Unit A - The normal workday for regular Bargaining Unit A employees shall be seven (7) contiguous hours per day. Depending on the location or job demands, designated starting times shall be within the hours of 8:00 a.m. and 9:30 a.m. and ending seven (7) hours later within the hours of 3:00 p.m. and 4:30 p.m. The normal workweek shall be 35 hours, Monday through Friday. Every seven (7) hour work period shall provide for one (1) thirty (30) minute lunch break period without the presence of persons served, and one (1) fifteen (15) minute break period without the supervision of persons served.

2. Flexible Schedule Unit A - The hours of J.E.T. Trainers, Employment Specialists, Mobility Trainers, Workstation Specialists, and Life Skills Specialists shall be flexible based upon the operational needs of the Employer. Changes in work schedules in the aforementioned positions shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. In the event an employee in one of the aforementioned positions faces displacement on account of a change in schedule which the employee cannot accommodate, representatives of the Employer and the Union will meet to discuss available options.

A flexible schedule shall be defined as a schedule which reflects a change in the hours worked each day from week to week while maintaining the total hours (35) prescribed within this Contract. Any employee who works a flexible schedule shall be normally scheduled to have two consecutive days off each week. Lunch and break periods shall be provided as dictated by the operational needs of the duties performed for the persons served. Employees who work flexible schedules shall have their weekly schedules approved by their supervisors five (5) calendar days prior to becoming effective.

3. Classroom Helpers/Adult Services Unit A – Normal work hours for the Classroom Helper/Adult Services classification shall be designated between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Hours worked will normally be between six (6) and eight (8) hours per day, and will vary by assignment. Employees working an eight (8) hour day shall be allocated a one (1) hour lunch. Employees working less than an eight (8) hour day shall be allocated a thirty (30) minute lunch period and one (1) fifteen (15) minute break period, as dictated by the operational needs of the Employer.

B. **WORK SCHEDULE – UNIT B**

1. Regular Unit B - The normal work schedule for regular full-time Bargaining Unit B employees shall be eight (8) contiguous hours per day, Monday through Friday. The workday for the classifications of

Accounting Assistant	Account Clerk I, II, III
Administrative Assistant	Billing Specialist
Data Entry/Filing Clerk	Delivery/Mail Clerk
Fiscal Billing Specialist	Graphic Production Tech.
Intake Referral Specialist	Office Manager
Receptionist	Records Specialist
Secretary II	Senior Account Clerk
Senior Graphic Designer	Shipping & Receiving Clerk
Training Collaborative Clerk	Truck Driver
Utilization Review Coordinator	

shall begin, depending upon the location or job demands, at a designated starting time within the hours of 7:30 a.m. and 9:00 a.m. The normal workday will end eight (8) hours later within the hours of 3:30 p.m. and 5:00 p.m. The normal work week for Regular Bargaining Unit B employees shall be forty (40) hours, Monday through Friday.

2. Regular Unit B – Alternate Hours - The normal workday for Custodial Worker I employees shall be eight (8) contiguous hours between the hours of 12 noon and 12 midnight. The normal workday for Custodial Worker II employees shall be eight (8) contiguous hours between the hours of 6:00 a.m. and 5:00 p.m.

   The normal workweek for Regular Unit B – Alternate Hours employees shall be forty (40) hours, Monday through Friday.

3. Flexible Hours – Unit B - The hours worked by persons in the following classifications are flexible based upon the operational needs of the Employer:

Job Developer	Community & Public Relations Specialist
Production Sales Coordinator	Maintenance Worker
SHDC Maintenance and Property Worker	Video Production Assistant
	Volunteer & Community Activities Coord.

   Changes in work schedules in the aforementioned positions shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. In the event an employee in one of the aforementioned positions faces displacement on account of a change in schedule which the employee cannot accommodate, representatives of the Employer and the Union will meet to discuss available options.

   A flexible schedule shall be defined as a schedule which reflects a change in the hours worked each day from week to week while maintaining the total hours (40) prescribed within this Contract. Any employee who works a flexible schedule shall be normally scheduled to have two consecutive days off each week. Lunch and break periods shall be provided as dictated by the operational needs of the duties performed for the persons served. Employees, including Maintenance Workers, who work flexible schedules shall have their weekly schedules approved by their supervisors five (5) calendar days prior to becoming effective.

   The normal workday for Maintenance Workers shall be eight (8) contiguous hours between the hours of 4:00 a.m. and 7:00 p.m. The normal workweek for Maintenance Worker employees shall be forty (40) hours, Monday through Friday. If Maintenance Worker employees are required to work in addition to working their normal eight (8) hour shift, such additional hours shall be paid at the overtime rate as long as their total hours per week exceed 40 hours.

4. Clerical Assistant and Office Aide Unit B - Normal work hours for the Clerical Assistant and Office Aide classifications shall be designated between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Hours worked will normally be between six (6) and eight (8) hours per day, and will vary by assignment. Employees working an eight (8) hour day shall be allocated a one (1) hour lunch. Employees working less than an eight (8) hour day shall be allocated a thirty (30) minute lunch period and one (1) fifteen (15) minute break period, as dictated by the operational needs of the Employer.

C. **LUNCH PERIOD – UNIT B**

Maintenance Workers and Custodial Workers I & II shall be scheduled a thirty (30) minute lunch period and two (2) fifteen (15) minute break periods during their regular eight (8) hour workday. All other Unit B employees shall be allocated a one (1) hour lunch period in their regular eight (8) hour day.

D. **CHANGES IN WORK SCHEDULES**

1. Work schedules are defined as an employee's assigned hours of the day and days of the week. Changes to an employee's work schedule shall be made only to meet the operational needs and shall not be made arbitrarily. A minimum of ten (10) working days written notice shall be provided to an employee (and the Union) affected by a work schedule change except when changes are necessitated by unforeseen situations. In the event an employee responds within three (3) days of notice of a work schedule change that he/she cannot accommodate a particular change in his/her work schedule, the Employer will seek to find another qualified employee to meet the particular operational need. If the Employer is unable to find another qualified employee to meet this operational need, the Employer may assign the least senior qualified employee in the classification to perform the needed duties on the changed work schedule. The Employer may require employees to attend no more than three (3) mandatory eight (8) hour trainings per calendar year if the required minimum notice is provided, as set forth above.

2. Should the parties disagree and should the employee and/or the Union believe that there is no operational need and/or such change is arbitrary, a grievance will be filed at Step IV of the grievance procedure. The only bases for a grievance shall be whether or not the Employer selected the least senior qualified employee, or whether or not changes were necessitated by unforeseen situations.

The parties will jointly select an arbitrator to hear the case. If the parties cannot agree on an arbitrator, the parties will use the alternate strike method to select an arbitrator from a list of five names provided by the American Arbitration Association. The parties will then use the services of the American Arbitration Association to obtain an expedited arbitration. The Employer is permitted to implement the change in work schedules pending arbitration. At such arbitration, the parties will jointly request a bench ruling from the arbitrator.

3. Employees may propose flexible hours/schedules subject to the written approval of their supervisor/department head. The Union shall be notified of any changes. Superintendent and the Union to meet the operational needs of the Employer.

E. **ASSIGNMENT OF BREAK PERIODS – UNIT A**

The time of regularly scheduled fifteen (15) minute break period and thirty (30) minute lunch period for Bargaining Unit A employees shall be assigned two (2) times (Fall & Spring) each calendar year by the employee's supervisor, in writing, and may be changed on an emergency basis to meet the operational needs of the Employer during said emergency. The time of the regularly scheduled fifteen (15) minute break and the thirty (30) minute lunch period of Bargaining Unit A employees located at community work sites shall be assigned per work site assignment.

F. **ASSIGNMENT OF BREAK PERIODS – UNIT B**

The time of the regularly scheduled break period and lunch period for Bargaining Unit B employees shall be assigned two (2) times (Fall and Spring) each calendar year by the employee's supervisor, in writing, and may be changed on an emergency basis to meet the operational needs of the Employer during said emergency.

G. **PLANNING AND PAPERWORK TIME**

The Employer shall set aside time for planning and paperwork.

1. Up to three (3) hours per week without the presence of persons served shall be allotted to facility based employees of Bargaining Unit A for purposes of planning and paperwork.

2. All direct-service employees of Bargaining Unit A whose regular job duties include the responsibility of writing objectives for persons served shall be afforded four (4) hours per month within which the employee may write objectives. The Employer will provide the training necessary for the above employees to assist them in quality objective writing.

3. No less than eight (8) days per calendar year shall be set aside for habilitation, planning, and in-service meetings.

4. The Superintendent/designee will meet with the Union to discuss plans for in-service training at the request of either party.

H. **OVERTIME/COMPENSATORY TIME**

1. Employees who work fewer than forty (40) hours a week but more than the employee's regularly scheduled hours shall be paid at straight time or compensatory time at the straight-time rate at the discretion of the employee for all such hours worked. If an employee works more than forty (40) hours in a week, the employee shall be paid at the rate of time and one-half (1 ½) times the employee's base rate for all time worked in excess of forty (40) hours or shall be granted compensatory time at the rate of time and one-half (1 ½) for such time. Holidays, bereavement leave and paid personal leave taken on an emergency basis in full-day increments will count toward the forty (40) hours. Compensatory time must be used within one hundred twenty (120) days of accrual, or payment will be made for such compensatory time automatically at the next regularly scheduled pay.

2. Compensatory time must be used in increments of one quarter (1/4) hour.

3. The employee must have approval before he/she may work overtime or take compensatory time. If an employee is required to work overtime due to an emergency or unforeseen situation, and he/she is unable to obtain prior approval, the employee must report the overtime worked no later than the next workday and approval of such overtime will not be unreasonably withheld.

4. All paperwork on overtime must be submitted within fourteen (14) calendar days of being earned or it shall be forfeited.

I. **RECALL TO WORK**

If an employee is recalled to work by his/her supervisor at a time disconnected with his/her normal workday, he/she shall be guaranteed a minimum of three (3) hours work or three (3) hours pay in lieu thereof.

J. **SUPERVISORS PERFORMING UNIT DUTIES**

Supervisors shall only perform the regular duties of bargaining unit employees when there are no qualified bargaining unit employees available to perform said duties and/or an emergency situation exists due to fire, flood, other acts of God, or the declaration of an emergency by the Governor of the State of Ohio or the Superintendent of the Employer.

K. **PERFORMING THE WORK OF ANOTHER EMPLOYEE**

Except when due to an emergency or unforeseen situation, a Bargaining Unit A employee will not perform the work of a Bargaining Unit B employee, and a Bargaining Unit B employee will not perform the work of a Bargaining Unit A employee. Further, no unqualified employee will perform the work of any other employee.

L. **JOB SHARING**

In the event two employees from the same job classification wish to enter a job-share agreement, the employees will request a meeting with their immediate supervisor to develop a plan which include schedule, benefits, duties, and other applicable information. This proposal will be presented to the Union for approval and, if approved and signed off by the Union, then to the Superintendent for consideration.

M. **CALAMITY DAYS**

1. Closed days shall take precedence over other previously schedule paid time off.

2. Employees who are called in to work on a "closed" day will receive overtime pay.

N. **PARKING FACILITIES**

The Employer will provide parking at all Employer-operated facilities for use by the employees at no cost to the employee. At non-Employer operated work sites, the Employer will attempt to arrange for parking so as not to require direct out-of-pocket costs to employees. In the event no such arrangement can be made, the Employer will reimburse employees for pre-approved parking costs.

O. **MILEAGE REIMBURSEMENT**

Except for Job Developers, no employee shall be required to use his/her personal automobile for the transportation of persons served. Employees who use their personal automobile for Employer business shall be paid at no less than the per mile rate established by the Internal Revenue Service (IRS).

P. **SHORT-TERM REASSIGNMENT BETWEEN FACILITIES**

In the event of failure to meet state mandated ratios in a particular site on a particular day and there is no certified sub available, the Employer shall ask for a volunteer(s) to report to another site for one day. Should no one volunteer, the least senior shall be reassigned to the site to meet the ratio. Any person who volunteers or is reassigned will be reimbursed for mileage.

Q. **WORKSTATION SPECIALIST SITE ASSIGNMENTS**

A Workstation Specialist may elect to move to an unassigned site, by bargaining unit seniority, whenever a new site is established, or when a Workstation Specialist assigned to a particular site resigns, retires, is terminated, moves to a different classification, or initiates a reassignment to a different site pursuant to this section. A Workstation Specialist shall be eligible to initiate a reassignment no more than one (1) time in any eighteen (18) month period.

Nothing in this section prohibits the Employer from reassigning a Workstation Specialist on an individual basis based on specific operational needs. Such a reassignment shall not be arbitrary or capricious.

ARTICLE VIII – PERFORMANCE EVALUATIONS

A. The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of his/her supervisor as to the quality and quantity of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance. Performance evaluations will be conducted at least twice during the probationary period of new hires, twice during the probationary period of employees promoted to a new position, and at least annually, but not more than twice per work year, with respect to non-probationary employees. (During the probationary period two evaluations are not required in all cases.)

B. At least five (5) working days prior to an evaluation meeting, the employee's immediate supervisor shall present a draft evaluation to the employee. At the evaluation meeting, the employee shall have the right to the presence of a Union representative (who will primarily serve as a witness), upon request. If the employee wishes, he/she may attach comments to the evaluation at this meeting. The employee shall sign the evaluation to signify his/her review of same.

C. The Employer will continue to use its existing evaluation procedures, criteria and documents until the completion of revisions to same. In revising said procedures, criteria and documents, the Employer will invite the input of the Union. If any such revisions are developed, the Employer will inform and provide copies of same to the Union.

ARTICLE IX – VACANCY, TRANSFER, AND PROMOTIONS

A. **DEFINITIONS**

1. An encumbered vacancy is a job opening held by an employee on any approved leave of absence which the incumbent is expected to return.

2. An unencumbered vacancy is a job opening to which the incumbent is not expected to return because of resignation, retirement, dismissal, or because it is a new position.

3. Temporary positions
   a. Encumbered temporary positions are vacancies which are limited to the duration of the incumbent's approved leave of absence.

   b. Unencumbered temporary positions are positions which are of limited duration, based on the operational needs of the Employer.

4. Promotion is defined as the award of a position on a higher rated pay scale. Pay scales are rated numerically and attached to this Contract. Full-time employees who are promoted shall receive a ten percent (10%) increase in pay and be moved onto the appropriate pay scale at the step immediately above the adjusted rate (this excludes employees moving out of substitute positions). This increase will be calculated and step placement will be based on hourly rates of pay. During the first ten (10) work days of the promotion, the employee may voluntarily request and be returned to his/her former position.

5. Transfer shall be defined as a full-time permanent employee moving laterally on his/her own initiative within his/her classification or to a different classification on an equal or lower rated pay scale via the job posting procedure. Pay scales are rated numerically and attached to this Contract. An employee who transfers shall move step for step to the pay scale for the classification to which he/she transfers. Promotion to a higher classification and reassignment shall not be considered a transfer. An employee shall be eligible to fill no more than one (1) unencumbered vacancy via transfer in any twelve (12) month period, and may only request a transfer if he/she has worked in his/her current classification for a period of twelve (12) months or more. During a period of the first ten (10) work days of the transfer, the employee may voluntarily request and be returned to his/her former position.

6. Seniority - The date an employee began working in a classification defined in the bargaining unit (except those that were hired prior to the 09/01/90 Contract).

B. **ENCUMBERED VACANCIES**

Encumbered vacancies of twelve (12) calendar months or less shall be filled by Employer assignment. Such assignments will be made as equitably as possible to qualified employees. Encumbered vacancies of more than twelve (12) calendar months shall be filled by the posting procedure.

C. **UNENCUMBERED VACANCIES**

1. Unencumbered vacancies shall be filled by a job posting procedure. When the Employer determines it needs to fill such vacancy, the Employer shall post the opening at all Employer sites. A copy of each posting shall be provided to the WWSA President at the time of posting.

2. The posting shall list the position's required certificate, title, location/region where applicable, duties, minimum qualifications, hours, and wages. It shall be posted on the bulletin board in each facility for seven (7) full working days following the day it was posted. Employee applications must be received in the Human Resources Department by the close of business on the last day of the seven (7) day posting period. Upon request, the Director of HR/LR shall provide the WWSA President with a list of applicants for each job posting.

3. Transfers - Any full-time permanent employee who works in the same classification at a different location or works in the same classification series and who has worked at least twelve (12) calendar months in the same classification or classification series as the posted vacancy and who applied for the vacancy shall be permitted to request a transfer to the vacancy. Among such applicants, the employee with the most bargaining unit seniority who has requested a transfer to said vacancy shall be granted the transfer except as provided in Section A (5) above. No employee granted a transfer within the same classification shall be required to take a test or complete any type of probationary/evaluation period.

4. Classification series is defined as the classifications set forth in Article 1 which share the same alpha-numeric designation. For example, 9 and 9b are not in the same series.

5. Bidding into Unencumbered Vacancies Outside of Classification Series - In the event there is no employee who is granted a transfer from within the same classification or classification series as that posted, then other full-time non-substitute employees and substitute employees hired prior to August 1, 2008 who applied and meet the qualifications for the position will be considered. Such employees will be ranked by bargaining unit seniority and shall be offered the position in that order. The employee who accepts shall receive the position for a trial period of no less than thirty (30) work days and no more than sixty (60) work days. After the 30th work day in the position, the employee may be disqualified from the position upon the supervisor's recommendation. If an employee is disqualified, the next highest ranked by bargaining unit seniority eligible employee applicant shall be offered the position, and so on, following the above procedure. Disqualification shall not be appealable through the grievance procedure. During a trial period, the Employer may fill the vacancy created by the move in accordance with Section B above.

6. In the event there is no employee who is awarded the position pursuant to Sections 3 or 5 above, substitute employees hired on or after August 1, 2008 and non-employee applicants who meet the qualifications for the position and who applied for the position will be considered. The Employer shall hire an applicant who meets the qualifications and who is determined to be most qualified by the Employer.

D. **UNENCUMBERED TEMPORARY POSITIONS**

1. Unencumbered temporary positions of more than four (4) months shall be filled in accordance with Section C above.

2. Substitute employees filling an unencumbered temporary position shall be paid at the base rate for the position for the first four (4) calendar months in it.

   If the assignment exceeds four (4) calendar months, any substitute employee who works in the assignment shall be compensated for all hours worked in the assignment retroactive to the first day of the assignment with all fringe benefits and step credit based on his/her experience for the remainder of the assignment. Insurance benefits will not be provided retroactively, but will be provided after satisfaction of the applicable eligibility waiting period, provided the temporary assignment is full time. A full-time employee who accepts an unencumbered temporary position shall continue his/her rate of pay during the assignment unless it is a promotion, whereupon he/she will be placed on the pay scale in accordance with the definition of promotion.

3. At the end of the temporary position, the incumbent shall return to his/her former position and status, i.e., substitutes shall return to the substitute list where they will be paid at the substitute rate and not receive benefits.

4. Full-time employees filling an unencumbered temporary position will return to their former position at the end of the unencumbered temporary position, i.e., their former position will be treated as an encumbered vacancy.

5. Unencumbered temporary positions shall be limited to a duration of no more than six (6) months, at which time the status of the position will be reviewed by the Superintendent and a recommendation to the Board to make the position permanent in nature or to discontinue the temporary position will be made. If the Board declares the position to be permanent, the position will be posted and filled in accordance with Article IX (C).

E. **ENCUMBERED TEMPORARY POSITIONS**

1. Substitutes assigned to an encumbered temporary position of four (4) calendar months or less shall be paid at the daily substitute rate of pay for that position. If the assignment exceeds four (4) calendar months, the employee shall be compensated retroactively to the first day of the assignment in accordance with Article IX (E) (2) below.

2. Employees who work in an encumbered temporary position that exceeds four (4) calendar months shall be compensated for all hours worked in the position retroactive to the first day of the position with fringe benefits and step credit based on their experience for the duration of the vacancy. Insurance benefits will not be provided retroactively, but will be provided after satisfaction of the applicable eligibility waiting period, provided the temporary position is full time.

3. An employee eligible for vacation who is working in a continuous assignment under Article IX (E) (2) shall be permitted to use earned vacation time after working for six (6) calendar months in the assignment.

   An employee working in a position under Article IX (E) (2) shall receive and be eligible to use personal leave prorated according to the length of the assignment. In the event an employee uses leave which for any reason does not accrue during the assignment, the employee shall reimburse the Employer at the end of the assignment the cash equivalent of leave used during the assignment.

The eligibility period for insurance benefits shall be one hundred twenty (120) calendar days per assignment for employees working in a position under Article IX (E). These benefits shall not include the option to participate in a cafeteria/flexible spending account plan, or additional life insurance.

F. **FILLING VACANCIES**

Substitutes assigned to fill a temporary position will not be penalized by incurring a loss of wages and/or eligibility for benefits in the event that the Employer reassigns that employee to meet operational needs during the term of the temporary position.

ARTICLE X - SENIORITY AND LAYOFF

A. Agency seniority of employees shall be defined as total service in the employ of the County of Summit Board of Mental Retardation and Developmental Disabilities as long as the employee has not separated himself/herself from the Agency for longer than one (1) year. If an employee separates himself/herself from the Employer for longer than one (1) year, his/her Agency seniority is forfeited.

Bargaining unit seniority shall be defined as the date an employee began working in a classification defined in the bargaining unit (except those employees that were hired prior to the 09/01/90 Contract). Bargaining unit seniority is forfeited if an employee separates himself/herself from the bargaining unit for longer than one (1) year.

B. Seniority shall not be interrupted if the employee was on approved leave of absence.

C. **LAYOFF RIGHTS**

An employee on layoff status shall have the following rights:

1. The right to continue to buy group insurance(s) coverage(s) at the Employer's rate, for the duration of the period allowed by COBRA.

2. The right to maintain years of service and seniority credit during layoff.

3. The right to be notified by the Employer of all postings for bargaining unit positions.

4. Laid off employees, by request, shall be placed upon the substitute list for which they meet the minimum job description requirements in descending order of seniority (i.e., most senior laid off employee, then the next most senior laid off employee, etc.). Refusal or acceptance of an offer shall not forfeit their recall rights.

5. A laid off employee may refuse to accept a lower rated job, part time or temporary employment, without jeopardizing his/her recall status.

D. The Employer shall prepare and maintain seniority lists according to classifications. The lists shall be posted on a quarterly basis (March 1st, June 1st, September 1st, December 1st) on all Union bulletin boards. Copies shall be provided to the Union President at the time of posting. The lists shall contain each employee's name under his/her classification and his/her Agency seniority date, and bargaining unit seniority date.

E. 1. If the Employer deems it necessary to reduce the number of employees in any classification represented by this Contract, the employee with the least amount of seniority in the bargaining unit within such classification will be laid off first.

2. An employee affected by a layoff in his/her classification may bump an employee with less seniority in the bargaining unit who is the least senior in another classification if the employee has retained the minimum qualifications and ability to perform the duties and responsibilities of the position to which he/she seeks to bump.

An employee who exercises his/her right to bump shall move step for step to the pay scale for the classification to which he/she bumps. Pay scales are rated numerically and attached to this Contract.

3. An employee shall remain on the recall list for a period of thirty-six months.

4. In recalling employees to a classification, the Employer will first recall the employee with the most seniority in the bargaining unit.

F. If two (2) or more employees hold the same seniority date, relative seniority shall be determined by lot.

G. In the event one of the below-listed employees faces loss of employment for reasons other than just cause, the agency seniority of the below-listed employees shall prevail, provided they are in the bargaining unit at the time they face loss of employment:

Marcia Barnes	Terry Garrett	Donna Moss
Kim Bell	Cari Hays	Leslie Murray
Shirley Boldin	Maxine Hershey	Donna Rawson
Rusty Burkhart	Nadine Jackson	Jean Sehm
Cindy Cagno	Darlene Knotts	Arpad Simon
Jan Cincurak	Stefanie Malizia	Kelli Tishma
Nicole Davis	Sheryl Malm	Michael Warrior
Sara Dobrilovic	Lisa McNeill	Janet Weigand
Mike Eller	Mary Mendoza	

ARTICLE XI - NO STRIKE / NO LOCKOUT

A. During the term of this Contract and during the negotiation period of any successor Contract, the Employer shall not lock out members of the bargaining unit. The Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow down, picketing, sick out, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line which violates Ohio Revised Code Chapter 4117 or this Section, or any other form of restriction of production or interference with operations). The Union further agrees to strictly observe the requirements of the Ohio Revised Code Chapter 4117 and the rules of SERB relating to strikes.

B. Should any strike (as defined above) occur, the Union shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. The Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of paragraph A and take appropriate action against any who continue to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and uncondoned actions of individual employees.

C. Any violation of paragraph A shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any employee who claims that he/she did not participate in the violation. Each employee shall sign a receipt for a copy of this Contract after it is printed and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for a violation of paragraph A.

D. Nothing herein shall be construed to impair the Union's right to strike to enforce bargaining demands concerning a successor Contract as defined in Revised Code Section 4117.14(D) (2).

ARTICLE XII – REPORTING OFF WORK

A. Employees shall report to the Superintendent/designee each day that he/she is unable to report to work because of illness or for other unavoidable reasons. Such absence must be reported by 7:00 a.m., or at least ninety (90) minutes prior to the regularly scheduled starting time on the day of illness or absence, whichever comes earlier, to allow time to provide substitute help or coverage. Records Specialists shall report off work one (1) hour prior to their scheduled starting times so that coverage can be arranged. Those employees for whom no substitute or coverage is needed must call off at least thirty (30) minutes prior to the regularly scheduled starting time.

B. If other arrangements have not been made, it will be assumed an employee who has been on sick leave on any day will return the next scheduled workday unless the Superintendent/designee is notified.

ARTICLE XIII - PERSONNEL FILES

A. Upon verbal or written request, each employee of the bargaining unit shall be granted full access to his/her personnel file by appointment with the Director of Human Resources/Labor Relations within two (2) working days of the request, and during such examination may be accompanied by a person of his/her choice. If the employee so desires, he/she shall be provided with one (1) copy of any item in his/her file.

B. If an Employee requests access to his/her medical, psychiatric, or psychological information, the Employer will disclose the information only to the physician, psychiatrist or psychologist, who is designated by the Employee or his/her legal guardian.

C. Copies of such inspected material will be provided to the employee or, in the case of medical data, to his/her physician, psychiatrist or psychologist, upon the payment of ten cents ($.10) per page.

D. Except for supervisory, administrative, medical, or law enforcement personnel who have a need to know or in connection with grievances and/or administrative proceedings, an employee's personnel file shall not be displayed to third persons. This shall not prevent the Employer from responding to legitimate inquiries from prospective employers or credit agencies. The Employer shall notify any employee when his/her personnel information has been made available to others under compulsory legal process.

E. 1. If there is a statement critical of the employee's performance, the procedure shall be for the HR Department to verify that the employee has been notified of the statement and has been offered the opportunity of a written response and/or the opportunity to meet with the supervisor or individual involved regarding the statement.

2. If any employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she shall be permitted to include in his/her file a brief statement of his/her position on the disputed information or a notation that he/she protests the accuracy or completeness of the information.

3. Furthermore, if any employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she may submit a memorandum to the Superintendent explaining the alleged inaccuracy. If, upon investigation, the Superintendent sustains the employee's allegation, the Superintendent will remove the inaccurate material from the personnel file or correct the inaccuracy.

F. Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file is known.

G. All employee personnel files shall be maintained at the HR Department. Only one (1) such file shall be maintained by the Employer. Any file other than the file maintained by the HR Department shall be disregarded as it may apply to an employee in any manner.

ARTICLE XIV – PAID LEAVES OF ABSENCE

A. **SICK LEAVE**

1. Each employee shall accrue sick leave without limitation at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours, or four and three-hundredths (4.03) hours, for each completed seventy (70) hours of service in active pay status, including paid vacation and sick leave, but not during an unpaid leave of absence or layoff.

2. Sick leave shall be granted to an employee only upon approval of the Superintendent/designee for absence due to:

   a. Personal illness or injury
   b. Pregnancy and/or childbirth and other conditions related thereto
   c. Medical, dental, or optical examination or treatment of an employee or member of his/her immediate family
   d. Exposure to contagious disease which could be communicated to other employees

e. Illness or injury of someone in the employee's immediate family; immediate family is defined as father, mother, brother, sister, child, spouse, grandparent, father-in-law, mother-in-law, legal guardian or foster or step parents or other person who stands in place of a parent (in loco parentis) of the said employee

3. Approval of sick leave by the Superintendent/designee will not be unreasonably withheld.

4. Employees will be notified of their accrued sick leave on each paycheck stub they receive.

5. Employees may use this leave in one-quarter (1/4) hour increments.

6. To request use of sick leave, the employee must complete a leave form and submit it to the employee's supervisor within one (1) workday following the employee's return to work.

7. Upon expiration of the leave, the employee shall be returned to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.

8. The Employer shall provide eligible employees up to twelve (12) weeks of paid or unpaid leave during a rolling twelve (12) month period for specific qualifying events in compliance with the Family and Medical Leave Act of 1993.

10. Abuse of Sick Leave: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit and that the employer should attempt to stop any abuse by use of the discipline procedures.

A. Application for sick leave with the intent to defraud, and/or absence without notice, shall be grounds for disciplinary action which may include dismissal.

B. In the event than an employee develops a pattern of sick leave usage that causes the Employer to believe that there has been abuse of sick leave, the following shall apply. Instances which constitute a pattern use of sick leave are set forth below, but do not include the following: bereavement leave, approved leaves of absence pursuant to this Article, Family and Medical Leave (FMLA) or workers' compensation leave.

1) Abuse shall be defined as five (5) or more occurrences of any of the reasons or combination of any of the reasons listed below (a) – (f) within a rolling year:

(a) Calling off before and/or after a scheduled day off (scheduled days off do not include an employee's non-workdays);

(b) Calling off before and/or after a holiday as defined in the contract;

(c) Calling off immediately after overtime worked;

(d) Calling off on an inservice day;

(e) Calling off late (late shall be defined in Article 12); and

(f) Calling off on days when vacation or other forms of discretionary leave was denied.

2) Abuse shall also be defined as:

(a) Five (5) or more occurrences of calling off or leaving early without having scheduled it in advance on one specific day of the week within a rolling year;

(b) Use of unauthorized vacation, personal leave or leave without pay in lieu of sick leave. (This does not include vacation, personal leave or leave without pay that is approved through the normal approval process.)

C. If an employee is determined to have abused sick leave either by accumulating five (5) or more occurrences as listed in B.1) (a)–(f) or by committing the offense listed in B.2) (a)–(b), the employee shall be subject to discipline in the following progressive order:

Verbal reprimand
Written reprimand
Suspension(s) of progressive length(s)
Termination

Each subsequent offense (or 5 offenses of B.1) (a)–(f)) within a rolling year shall subject the employee to further progressive discipline.

The progression of discipline in Article XX shall not apply to sick leave abuse.

11. Any employee who has perfect attendance each quarter (quarters are defined as: January through March; April through June; July through September; October through December) shall receive two hours extra pay. Employees who have perfect attendance all year shall receive a total of 10 hours extra pay including the eight hours they earned for perfect attendance during each quarter. The extra pay earned through perfect attendance shall be paid in February of the year following when it is earned.

12. On an annual basis, employees may convert accumulated but unused sick leave to cash. Each hour of sick leave may be converted to cash at the rate of fifty percent of its then current value. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year. Payment will be made to each employee in the last paycheck which reflects payment for that calendar year. There is no limit to the amount of accrued but unused sick leave which may be converted.

13. An employee transferring to the employ of the Employer from any other public agency of the state shall transfer his or her documented accumulated but unused sick leave accrued in such employment to the Employer's sick leave account.

14. Management will establish and implement a sick leave bank effective January 1, 2005.

B. **PROFESSIONAL DEVELOPMENT LEAVE**

1. Each employee may be permitted to participate in professional development, which may include but not be limited to, visitations of exemplary programs, conferences, seminars, etc. A description of the specific training shall be posted in the staff lounges and announced at staff meetings. Participation in the professional development program shall be subject to prior approval by the Superintendent. Such absence shall be without loss of pay and without charge to an employee's sick leave.

2. Requests for such absence must be submitted at least four (4) weeks prior to the leave (the Superintendent may waive this requirement.) The request shall specify the class, program, or meeting to be attended and the benefit to be obtained by such attendance.

3. Upon return from such professional development, the employee shall file a report with the immediate supervisor on the class or program attended.

4. To obtain mileage reimbursement to and from the visited agency or program within a two hundred (200) mile radius, the employee shall comply with the Employer's expense reporting procedure.

C. **PERSONAL LEAVE**

1. Each January 1st, employees will be credited three (3) days of personal leave annually to be taken in no less than one-quarter (1/4) hour increments. Employees must provide at least one (1) working days notice of their intended use of personal leave unless the use of personal leave is due to a verifiable emergency. Employees requesting personal leave shall submit a leave form to his/her supervisor in advance of the day it is needed. Personal leave shall not be used to extend a holiday unless the use of personal leave is due to a verifiable emergency.

   Personal leave shall not be used during the months of June, July and August unless the use of personal leave is due to a verifiable emergency. Except in the case of a verifiable emergency, use of personal leave during the last two (2) calendar weeks in December may be limited based on the operational needs of the Employer.

2. Employees may carry over one (1) personal day into the following calendar year which must be used by January 31st of that year.

D. **BEREAVEMENT LEAVE**

Employees shall be entitled to five (5) working days bereavement leave to be deducted from sick leave. Bereavement leave may be used in the event of the death of an employee's greater family group, including "in loco parentis" and common law relationships.

E. **MILITARY LEAVE WITH PAY**

Employees who are members of the Ohio National Guard, Ohio Defense Corps, the Ohio Naval Militia, or other components of the armed forces of the United States are entitled to a military leave of absence from their duties without the 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 calendar year.

1. Employees must apply for military leave in advance by completing an Application for Leave form and submitting it with a copy of their orders for approval.

2. The maximum compensation the Employer can give an employee on military leave during any calendar year is one hundred seventy six (176) hours.

3. An employee who is called to perform service in the uniformed services because of an executive order is entitled, during the period designated in the order, to a leave of absence and to be paid, during each monthly pay period of said leave of absence, the lesser of the following:

   a. The difference between the employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month
   b. Five hundred dollars ($500.00)

4. An employee receiving payment pursuant to paragraph three above shall continue to accrue sick leave credit and vacation leave credit at the rate he/she was accruing as an employee for the duration of the executive order.

5. Upon expiration of the military leave, the employee shall be returned to his/her former classification and pay status or a similar classification if his/her former classification no longer exists.

F. **PERSONAL INJURY LEAVE**

An employee who is unable to work due to bodily injury caused by a person served shall be paid his/her regular rate of pay during the period he/she is disabled as a result of such injury for a period not to exceed eight (8) working days. If an employee subsequently receives reimbursement from the Ohio Bureau of Worker's Compensation for this period of time, the employee shall reimburse the Employer in said amount. An individual on personal injury leave will accumulate sick leave credit and vacation leave credit. The Employer reserves the right to request medical certification linking the absence to an injury caused by a person served and may, if necessary, have the employee examined by a doctor of the Employer's choosing, at the expense of the Employer, to substantiate the injury prior to determining whether or not to approve the leave.

G. **COURT LEAVE**

1. The Employer shall grant court leave at the regular rate of pay to any employee who:

   a. Is summoned for jury duty by a court of competent jurisdiction or
   b. Is subpoenaed to appear for the Employer for any reason, before any court, commission, board, or other official proceedings.

2. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours shall be remitted by an employee to the payroll officer for transmittal to the County Auditor.

3. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted leave of choice (vacation, personal, or request leave without pay with the approval of the Superintendent/designee). Such instance 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 XV - UNPAID LEAVES OF ABSENCE

A. **UNPAID PERSONAL LEAVE**

Upon written request approved by his/her supervisor and the Superintendent/ designee, an employee may be granted up to six (6) months unpaid leave of absence for personal reasons of the employee.

Upon the expiration of the leave, the employee shall be returned to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.

B. **EDUCATIONAL LEAVE**

1. Upon written request approved by the Superintendent/designee, educational leaves may be granted for a maximum continuous period of two (2) years for the purposes of education, training or specialized experience that would be of benefit to the Employer. Such leaves will be available to employees with two (2) or more years of service with the Employer.

2. The application for educational leave must be accompanied by a statement from the employee setting forth the degree or educational activity to be pursued and its relevance to the employee's job duties and Employer goals.

3. Time on an approved educational leave will count as service credit for layoff and computing vacation leave, upon the employee's successful completion of the leave and return to the Employer.

4. The employee must return within five (5) work days of the completion of educational leave or receipt of notice of its cancellation, or be subject to removal from employment for being absent without leave.

C. **PATERNITY/ADOPTION/CHILD CARE LEAVE**

1. An employee who is a biological mother or father may request and may be entitled to a leave without pay for child care reasons for up to six (6) months to begin within six (6) months of the date of birth of his/her biological offspring.

2. An employee who is adopting a child may request and may be entitled to a leave of absence without pay for child care reasons for up to six (6) months to begin within six (6) months of the receipt of custody.

3. Paternity/adoption/child care leave must be submitted in advance in writing to the Superintendent/designee for approval.

D. **DISABILITY LEAVE**

1. Disability means actual incapacity to perform the tasks or duties usually encountered in one's employment.

2. An employee will receive disability leave provided his/her disability continues beyond his/her accumulated sick leave rights and provided the procedure established in this Article is followed. In order to be eligible for disability leave, an employee must present medical evidence of disability which states the nature of the disability and the probable date of return, if known, by the physician.

3. a. If the Employer desires to investigate the propriety of a request for a disability leave, or determine if an employee is fit to perform his/her duties, an examination may be conducted by a licensed physician designated by the Superintendent/designee.

   b. The cost of such examination will be paid by the Employer. If the employee is hospitalized or institutionalized upon expiration of sick leave rights and any personal leave or vacation leave which has been granted, the disability leave may be given without examination.

4. An employee who has been given a disability leave shall have the right to be reinstated to the same or a similar position he/she held at the time of his/her leave within thirty (30) days after written application for reinstatement to the Superintendent/designee and after passing an examination performed by a licensed physician, to be designated by the Employer, showing that he/she has recovered from such disability. Such application for reinstatement shall be filed within three (3) years from the date of the commencement of any leave of absence relating to the disability. The cost of such examination shall be paid by the employee.

5. While an employee is on an approved disability leave, the Employer will make its usual contribution to the employee's health, life and other insurance benefits for the duration of the disability or three months, whichever is less. Thereafter, for the duration of the leave, the employee may continue such coverage upon the payment to the Employer of the required premiums.

6. If an employee is unable to perform the duties of his/her job due to a disability, the employee may request assignment to a vacancy which he/she is able to perform. The Employer and the Union shall meet to discuss the appropriateness of the placement. If the Employer agrees to place the employee in the vacancy, the employee shall be paid the rate of the job to which he/she is assigned.

E. **MILITARY LEAVE WITHOUT PAY**

Employees who have held a position with the Employer for at least ninety (90) days shall be granted a leave without pay to be inducted or otherwise enter military duty.

1. The employee retains reinstatement rights to a similar position if he/she applies for reinstatement within ninety (90) days after receipt of an honorable discharge or certificate of service showing satisfactory completion of service. Application must be submitted to the Superintendent/designee and include a photocopy of the discharge or certificate.

2. Upon proper application, the employee shall be returned to a similar position with the Employer.

3. A reinstated employee shall receive:

   a. Sick leave accrued at the time of entering the service.
   b. Service time which would have accrued had the employee been on the job.
   c. Any automatic salary adjustment or change in pay range associated with the position for the time the employee was on leave without pay.
   d. Reinstitution of hospitalization and life insurance benefits.
   e. Reinstatement rights are lost if the employee re-enlists or voluntarily extends his/her tour.

ARTICLE XVI - VACATIONS

A. Vacation leave shall accrue on a pro-rated, bi-weekly basis according to the following schedule:

Two (2) weeks paid vacation per year for all employees with less than five (5) years service;

Three (3) weeks vacation per year for more than five (5) years but less than ten (10) years service;

Four (4) weeks vacation per year for more than ten (10) years but less than fifteen (15) years service;

Five (5) weeks vacation per year for fifteen (15) or more years service.

B. On an annual basis, employees may convert accumulated but unused sick leave to vacation. Each hour of sick leave may be converted to vacation at the rate of 25%. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year. This sick leave conversion may result in no more than five (5) days of vacation to be used in the next calendar year. Such vacation will be posted in January of the following year.

C. Vacation will be scheduled at such times as shall be mutually agreeable to the employee concerned and the employee's supervisor. Employees shall have the opportunity to sign up for vacation on the basis of agency seniority every calendar year between September 1st and September 30th. By agency seniority, employees may sign up for up to two (2) weeks of vacation during the first round of vacation sign up. When the first round is complete, the second round will begin. By agency seniority, employees may sign up for additional days/weeks of vacation during the second round of vacation sign up. Once the second round is complete, employees may sign up for any additional days/weeks of vacation. The vacation schedule shall be posted in the employee lounges no later than the last Friday in October. The Employer reserves the right to limit the number of employees permitted to be on vacation at any one time when the efficiency and operational needs of the facility will be disrupted.

D. If and when operational needs require the limitation of the number of employees who can be off, the employee with the most agency seniority will be given first choice. At no time will the limitation of employees who can be off from any one Adult Services facility/department be less than twenty percent (20%) of the employees in that facility/department. This twenty percent (20%) calculation shall include both vacation and non-emergency personal leave.

E. An employee who is absent due to illness or injury and who has exhausted his/her sick leave, or an employee who has been granted a leave of absence, will be permitted to charge such absence to his/her available vacation time, upon prior approval of the Superintendent/designee.

F. Eligible employees shall accrue vacation leave according to the rates outlined in paragraph A above for each hour of service in active pay status, including paid vacation and sick leave, but not during any unpaid leave status. Vacation credit is accumulated to a maximum of that earned in three (3) years of service, at the accrued vacation rate for which the employee is eligible. Credit in excess of this maximum will be eliminated from the employee's vacation leave balance.

G. Part-time, substitute, and temporary service is counted for the purpose of determining length of service, but an employee must be working on a full-time basis for a period of six (6) months to actually take vacation. Vacation credit shall be calculated at a figure of two hundred sixty (260) days of service, in paid status, being equivalent to one year.

H. Upon separation of service, an employee is entitled to compensation for any earned but unused vacation credit at the time of separation. However, no payment will be made to employees having less than six (6) months of service. Vacation payment made in such event will be at the hourly rate of pay in effect at the date of termination.

I. An employee who transfers from one agency or one political subdivision to another is paid by the releasing agency at the time of transfer for any unused vacation leave. Any employee who has less than six (6) months' service at the time of transfer will become eligible for vacation upon completion of a total of six (6) months of service with the CSBMR/DD.

J. In the case of an employee's death, any earned but unused vacation leave will be paid to the employee's estate.

K. With approval of the Director of HR/LR, an employee, while on vacation, upon showing of proper evidence, will be allowed to change such absence (i.e., vacation leave) to sick leave.

ARTICLE XVII – HOLIDAYS

A. The following will constitute paid holidays for the full-time employees in this unit:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

Effective upon ratification of this Agreement, there shall be a winter holiday break consisting of five (5) consecutive work days off, exclusive of Christmas Day and New Year's Day. This break is intended to extend the Christmas holiday.

B. Holidays falling on a Sunday shall be observed on the following Monday. In the event that any of the aforesaid fall on Saturday, the Friday immediately preceding shall be observed as the holiday.

C. Holidays will be observed on the days set forth in paragraph A above unless otherwise changed by mutual agreement.

D. All employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the days set forth in paragraph A above.

ARTICLE XVIII - SICK LEAVE PAYMENT UPON SEPARATION

A. Any employee, at the time of separation, shall be eligible to receive a cash payment equal to the value of fifty percent (50%) of his/her accumulated but unused sick leave credit.

B. The calculation of sick leave shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of separation. Excluded from such calculations shall be shift differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

C. Sick leave pay shall be given only to those who have given the Employer written notice, on such forms as may be prescribed, sixty (60) days prior to the date of separation.

D. The receipt of sick leave pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of separation. The payment of sick leave pay shall be made only once to any employee.

ARTICLE XIX – PROBATIONARY PERIOD AND WORK EXPERIENCE

A. **PROBATIONARY PERIOD**

1. All newly employed full-time and part-time employees shall serve a probationary period of employment as follows:

    a. The probationary period for Bargaining Unit A employees is two hundred forty (240) calendar days, unless an employee has taken leave without pay or otherwise is not in active pay status, in which case the number of days off are added to the original two hundred forty (240).

2. While a newly hired employee still must serve the probationary period set forth in Paragraph A above, he/she may receive additional credit for pay purposes for relevant prior work experience. Relevant prior work experience for a Bargaining Unit A employee will be paid experience working with the MR/DD population in a position with comparable job responsibilities, and for a Bargaining Unit B employee will be experience doing similar job duties in an employment situation. The application of such work experience is only for new hires, not for use in reconsidering the pay rate for employees already employed.

3. When an individual is hired by the Employer, the Director of HR/LR will evaluate the individual's work-related experience and provide the employee with a written statement of specifically approved work-related experience credit. Upon the recommendation of the Director of HR/LR, up to six (6) years of practical work-related experience credit for a new hire may be granted on the existing wage schedule to an individual.

4. Experience credit will be given for verifiable substitute experience at the County of Summit Board of Mental Retardation and Developmental Disabilities on behalf of the employee. A day of credit will be given for each seven (7) hours worked and a year of credit will be based on two hundred thirty-five (235) actual work days.

5. An individual may request a review of his/her work-related experience credit with the Superintendent. Upon review of the individual's work-related experience credit, the Superintendent will issue a written statement regarding the determination.

6. All WWSA Unit A employees, whether in temporary or permanent capacity, will receive the appropriate base wage rate and step credit for the position they are filling from the first day of the assignment and benefits after the eligibility period has expired. Management has the right to assign encumbered positions up to twelve (12) months.

7. Employees who are hired from WWSA into WEA I or WEA II, or from WEA I or WEA II into WWSA, shall move step-for-step to the new schedule so long as the employee is moving into a lesser paying classification. If the employee is moving into a higher paying classification, she/he shall move to the closest step without loss of pay.

b. The probationary period for Bargaining Unit B employees is one hundred twenty (120) calendar days, unless an employee has taken leave without pay or otherwise is not in active pay status during the one hundred twenty (120) days, in which case the number of days off are added to the original one hundred twenty (120).

c. Part-time employees who work a regular schedule will have their probationary period determined in the same manner as full-time employees according to the number of calendar days since appointment.

d. The probationary period of substitute employees will be two hundred forty (240) calendar days, unless an employee has taken leave without pay or otherwise is not in active pay status, in which case the number of days off are added to the original two hundred forty (240) days.

e. Full-time employees with seniority moving from Bargaining Unit A to Bargaining Unit B, or the reverse, shall also serve a one hundred twenty (120) calendar day probationary period in their new positions. If, during this period, the employee is deemed unable to satisfactorily perform the requirements of the new job, he/she may return to his/her previous position by filling a vacancy or bumping the least senior employee from the classification.

f. Newly hired employees may be terminated or reduced at any time during their probationary period. Probationary terminations or reductions are not governed by the disciplinary procedures and may not be grieved.

2. Employees who have completed the initial probationary period shall be required to serve a one hundred eighty (180) calendar day probationary period if they move to another job within the bargaining unit which has a higher rate of pay. If, during this period, the individual is deemed unable to satisfactorily perform the requirements of the job to which he/she was promoted, he/she may return to his/her previously held classification by filling a vacancy or bumping the least senior employee from the classification.

B. **PRIOR WORK EXPERIENCE**

1. A new hire is anyone who fills a full-time encumbered or unencumbered position on a temporary or permanent basis. Substitutes on a day-to-day basis are not new hires.

ARTICLE XX - DISCIPLINE

A. The Employer has the right to conduct an investigatory interview in order to determine the appropriateness of disciplinary action with respect to an employee. At any such investigatory meeting, the employee shall have the right to have a representative of the Union present, upon request. To the extent practicable, the employee shall be advised of the incident being investigated, the allegations of possibly inappropriate conduct, and any facts in the possession of the Employer at such time. The results of the investigation will be provided to the employee and the employee's representative in writing as soon as available.

B. Prior to any disciplinary action involving a suspension, reduction in pay or position, or removal, the affected employee shall be granted a hearing before an administrator designated by the Superintendent.

   At such hearing, the employee will be given notice of the charges against him/her and the factual basis of the charges, and will be given an opportunity to respond. The employee may be represented at the hearing by a Union representative, if desired. Notice of such hearing shall be given in writing at least forty-eight (48) hours prior to the hearing. Such notice shall designate the time and place of the hearing.

C. Progressive discipline shall be followed by the Employer and its agents. No employee shall be disciplined except for just cause.

D. Verbal reprimands shall cease to have any force and effect after twelve (12) months have transpired from the effective date of the reprimand and providing there are no intervening reprimands or suspensions of a similar nature during the previous twelve (12) month period.

E. Written reprimands and/or suspensions of three (3) days or less shall cease to have any force and effect and providing eighteen (18) months have transpired after the effective date of the reprimand or suspension and providing there are no intervening reprimands or suspensions of a similar nature during the previous twenty-four (24) month period.

F. Major Unusual Incident (MUI) Investigations:

   1. Any employee who is ordered to participate in an MUI investigation shall be entitled to Union representation.

2. An employee who is the focus of an MUI investigation shall receive at least twenty-four (24) hours prior written notice of the time and location of the investigation meeting and incident that is being investigated. In lieu of twenty-four hours advance notice, the employer shall serve the same prior written notice to the Union President/designee, including the time, location of the investigation meeting, and the incident being investigated.

3. Whenever the facts involved suggest that criminal charges may be applicable, the employee shall not be required to provide any written statements during the investigation without the opportunity to first consult with legal counsel.

4. If a mechanical recording of the investigation meeting is made the employee and/or employee representative shall have access to the recording of such employee.

5. At the conclusion of the investigation, any employee who is the focus of the investigation shall be advised whether or not any allegations have been substantiated and whether additional training or corrective action is proposed. If corrective action is proposed, the procedures set forth in the Discipline Article of this Contract shall be followed.

G. Discipline shall be issued in a speedy manner and generally no longer than twenty (20) days after completion of the investigation, unless there are extenuating circumstances.

ARTICLE XXI - MISCELLANEOUS

A. **EMPLOYEE LOUNGE**

The Employer shall provide an employee lounge at each of its facilities. The lounge shall be closed to scheduled persons served activities during scheduled meal periods. The lounge shall be provided with comfortable accommodations and a refrigerator and microwave. It shall have a telephone available for outgoing/incoming calls.

B. **SMOKING AREA**

A smoking area shall be established in designated areas outside of Employer owned/leased facilities.

C. **WORKING CONDITIONS**

Complaints concerning unsafe working conditions in the building shall be promptly taken to the employee's supervisor. The employee's supervisor shall meet with the union steward to discuss the situation and seek a satisfactory resolution.

D. **DISPENSING MEDICINE AND DELEGATED NURSING DUTIES**

1. Employees are required to perform activities of daily living skills, to complete training and perform delegated nursing tasks, and to complete training and administer medication to persons served to the extent authorized by applicable statutes and rules. When a nurse is available, the nurse will administer medications. The Employer will provide procedures for the secure storage and dispensing of medication.

3. An employee authorized to give or apply prescribed medication and/or perform a delegated nursing task is not liable for any injury caused by the medication or task if the employee meets the requirements under the Ohio Administrative Code 5123:2-6-07 (K), which currently states:

"(K) Immunity from liability

MR/DD personnel who administer prescribed medications, perform health-related activities or perform tube feedings pursuant to the authority granted under section 5123.42 of the Revised Code and rule 5123:2-6-03 of the Administrative Code are not liable for any injury caused by administering the prescribed medications, performing the tasks, or performing the tube feedings if both the following apply:

(1) The MR/DD personnel acted in accordance with the methods taught in training completed in compliance with section 5123.42 of the Revised Code and rules 5123:2-6-05 and 5123:2-6-06 of the Administrative Code; and

(2) The MR/DD personnel did not act in a manner that constitutes wanton or reckless misconduct."

E. **EMPLOYER VEHICLES: OPERATING AND REPORTING ACCIDENTS**

1. The operator of an Employer or Weaver Industries, Inc. vehicle is responsible to conduct a daily inspection of the vehicle. Where minor problems are noted, the operator shall complete a maintenance request form and forward it to his/her supervisor. When major operational problems are noted, the employee shall complete a maintenance request form and immediately notify his/her supervisor who will immediately contact an approved mechanic who will determine if the vehicle is safe to operate. Said vehicle should not be operated until it is certified by the mechanic as safe to drive.

2. All accidents in an Employer or Weaver Industries, Inc. vehicle must be immediately reported to the police department in whose jurisdiction the accident occurred and to the employee's supervisor as soon as possible. If no police report needs to be completed due to the location of the accident, the employee still must report said accident to the supervisor. Failure to report an accident to either the police or the supervisor will result in the implementation of Article XX of this contract.

F. **TOURS**

All tours of the Adult Services Program shall be conducted by a supervisor or his/her designee without interference with the normal group activity of the Training and Work Center.

G. **READMISSION OF PERSONS SERVED**

An employee in Bargaining Unit A will not be required to readmit a person served to his/her work group after an assault until a conference with the parent, counselor, supervisor, person served, instructor, or any other pertinent party is held to determine the best action to be taken. However, the final decision on re-admittance of the person served lies with the Employer.

H. **DAMAGED PERSONAL PROPERTY**

If any employee's personal property is damaged beyond repair or destroyed by a person served, upon proper documentation, the Employer will pay up to a maximum replacement value as set forth below:

a.	Shirts or blouses	$35.00
b.	Pants, trousers, skirts	$45.00
c.	Dress	$90.00
d.	Coat	$110.00
e.	Eye glasses, frames, lenses	COST
f.	Sweater	$60.00
g.	Accessories (hat, gloves, scarf)	$35.00
h.	Shoes	$75.00
i.	Repair of jewelry	$70.00
j.	Items of equipment used to provide services (e.g., calculator, toys, hearing aid repair, tools, etc.) as approved by the Superintendent	COST

I. **UNIFORMS**

The Employer shall furnish and provide all necessary clothing or cost of clothing for any employee whom the Employer requires to have special clothing in the performance of his/her job. Annually, the Employer shall furnish and provide uniforms necessary for daily changes of clean uniforms for the following classifications: Maintenance Worker; Custodial Worker I, II; and Truck Driver. The Employer shall annually provide five (5) t-shirts and one (1) hat to employees who work in the EarthCare program as now provided by Weaver Industries, Inc. Furthermore, the Employer shall provide up to seventy five dollars ($75.00) once annually to each EarthCare employee for utilization in the replacement of safety shoes. The Employer shall provide protective outer covering as required for employees who work in the ceramics program. Where applicable, an employee must turn in and exchange uniforms. If the Employer provides an employee with a uniform, he/she must wear such uniform during working hours.

J. **POSITION DESCRIPTIONS**

1. Position Descriptions, as developed by the Employer, shall be issued to each new bargaining unit employee. If the Employer decides to change any position description during the life of the Contract, the Union shall have the opportunity to provide input. The Union and the Employer shall attempt to reach agreement upon any changes prior to implementation of any new position descriptions. Employees shall not be responsible for duties inconsistent with issued position descriptions.

2. A manual of all Position Descriptions for all classified positions as defined in Article I of this Contract shall be available from the HR Department. In addition, the Employer agrees to furnish the Union with two (2) copies of said manual.

K. **MAINTENANCE OF CREDENTIALS**

Each employee shall obtain and maintain all credentials or training required by the State, including, without limitation, evidence of registration, certificates or licenses, required as a condition precedent to holding his/her position with the Employer.

L. **EMPLOYEE ASSIGNMENTS**

No employee shall be assigned duties for which he/she is not qualified to perform.

M. **ELECTRONIC COMMUNICATIONS**

Employees shall be permitted to use the Employer's electronic communications system during non-duty times, in accordance with Agency Policy.

N. **DIRECT DEPOSIT**

All employees shall be paid by direct deposit.

ARTICLE XXII - HEALTH INSURANCE

A. The Employer shall provide group hospitalization, medical and dental benefits for all full-time employees. For the calendar year 2004 the Employer will continue to provide the benefits in effect at the cost in effect on January 1, 2004. By September of 2004, the Committee will recommend a schedule of insurance benefits for 2005. In years 2005 and 2006 the Committee described below shall recommend the package of insurance benefits for years 2006 and 2007, respectively.

B. There shall be established a committee of employees from all of the Agency's bargaining and non-bargaining units, to recommend the type and level of insurance benefits. The committee shall meet on a regular basis on paid time and shall study and then recommend an insurance package (which may include multiple options) from proposals solicited by the committee. The Committee will follow a set of bylaws, which shall govern its operations and procedures. The Employer shall adopt the recommendations of the committee provided that it conforms to the cost budgeted by the Employer on an annual basis. The budget adopted by the Employer must take into account reasonable increases in the cost of maintaining a quality health plan. This budget will be established using the same procedures the Employer has used in the past. However the Employer retains the right to veto a Committee recommendation for overriding business reasons. Each bargaining unit may assign two (2) of its members to represent it on the Insurance Committee. The Employer shall appoint an equal number of non-bargaining unit employees who shall represent all non-bargaining and management employees. Decisions of the committee shall be made by consensus.

1. Individual and family deductibles will be that set annually by the plan in which the employee enrolls.

2. The prescription drug co-pay will be that set annually by the plan in which the employee enrolls.

3. a. The Employer shall make dollar contributions equivalent to the following for all Employees who opt for health insurance:

   Ninety-five percent (95%) of the single rate } of the premium cost
   Eighty percent (80%) of the family rate* }

   Each employee shall pay the balance of the monthly premium for the plan he/she selects. Employee contributions shall be part of the Employer's Cafeteria plan established through Internal Revenue Code Section 125 to provide for various employee benefits on a pre-tax basis.

* The 80%/20% calculation applies only to the non-employee portion of the premium cost.

b. Employees who participate in the dental plan shall make the following contribution toward the cost of the Employer's premium for dental coverage

Five percent (5%) of the single rate
Twenty percent (20%) of the family rate* } of Employer's premium cost

established for each year. Employee contributions shall be part of the Employer's cafeteria plan established through Internal Revenue Code Section 125 to provide for various employee benefits on a pre-tax basis.

3. Any full-time employee who declines Agency health insurance benefits shall be paid one hundred dollars ($100.00) per month for each month that he/she does not receive such benefits. If two employees are eligible to share family or other coverage, both must decline Agency coverage to receive this payment.

ARTICLE XXIII - LIFE INSURANCE

A. The Employer shall provide term life insurance in the amount of forty thousand dollars ($40,000) to each employee who works 25 hours or more per week at the Employer's expense.

B Employees who works 25 hours or more per week shall have the option to purchase, at their own expense, up to an additional one hundred thousand dollars ($100,000.00) at the group rate. Payment for purchased life insurance shall be through individual payment or payroll deduction. Authorization for payroll deduction must be made by December 1st of each year.

ARTICLE XXIV– COMPENSATION

A. **SUBSTITUTE PAY**

1. The daily rate of pay for substitutes, effective upon ratification, shall be:

	2009	2010	2011	2012
Registered I	$74.62	$77.05	$79.55	$82.14
Registered II	$90.61	$93.56	$96.60	$99.74
Professional	$111.94	$115.57	$119.33	$123.21

2. Substitutes are to work at least eighty percent (80%) of the times called for work. Response rates will be reviewed quarterly each contract year. Substitutes who have failed to work eighty percent (80%) of the times called in any quarter will be removed from employment.

3. If a bargaining unit substitute is called into work and is sent home because he/she is not needed, said substitute shall be paid for one half (1/2) of one (1) day's work at the appropriate rate of pay.

4. If a bargaining unit substitute works for more than one half (1/2) of one (1) day but less than one (1) full day, he/she shall be paid for a full day's work at the appropriate rate of pay.

5. A bargaining unit substitute shall not be penalized for arriving late to work if he/she received less than one (1) hour's notice on the day he/she is called to work.

6. The Employment and Staffing Coordinator shall call substitutes to work on a rotating basis in order to maximize the equality of work opportunities for each substitute.

B. **EXTRACURRICULAR PAY**

1. The following standard salary supplements have been determined for the following positions, effective upon ratification.

	2009	2010	2011	2012
a. Head Coach (HC) – Basketball	$1705.69	$1761.12	$1818.36	$1877.46
b. Asst. Coach (AC) – Basketball	$996.76	$1029.16	$1062.60	$1097.14
c. HC – Athletics	$698.27	$720.96	$744.39	$768.58
d. AC – Athletics	$497.85	$514.03	$530.73	$547.98
e. HC – Soccer	$570.34	$588.88	$608.01	$627.78
f. AC – Soccer	$426.42	$440.28	$454.59	$469.36
g. HC – Volleyball	$570.34	$588.88	$608.01	$627.78
h. AC – Volleyball	$426.42	$440.28	$454.59	$469.36
i. HC – Bowling	$996.76	$1029.16	$1062.60	$1097.14
j. AC – Bowling	$711.06	$734.17	$758.03	$782.67
k. HC – Golf	$570.34	$588.88	$608.01	$627.78
l. AC – Golf	$426.42	$440.28	$454.59	$469.36
m. HC – Softball	$698.27	$720.96	$744.39	$768.58
n. AC – Softball	$497.85	$514.03	$530.73	$547.98
o. HC – Nordic Skiing	$698.27	$720.96	$744.39	$768.58
p. AC – Nordic Skiing	$497.85	$514.03	$530.73	$547.98
q. Soc. Club Advisor (per session)	$466.93	$482.11	$497.78	$513.94
r. Soc. Club Asst. Advisor (per session)	$328.35	$339.02	$350.03	$361.41
s. Special Olympic Director	$1929.56	$1992.27	$2057.02	$2123.87
t. HC – Alpine Skiing	$657.76	$679.13	$701.21	$723.99
u. AC – Alpine Skiing	$497.85	$514.03	$530.73	$547.98
v. HC – Unified Softball	$657.76	$679.13	$701.21	$723.99

	2009	2010	2011	2012
w. HC – Cheerleading	$796.34	$822.23	$848.95	$876.54
x. AC – Cheerleading	$458.40	$473.30	$488.68	$504.57
y. HC – Developmental Sports	$571.41	$589.98	$609.15	$628.95
z. AC – Developmental Sports	$344.34	$355.53	$367.08	$379.01
aa. HC – Speed Skating	$657.76	$679.13	$701.21	$723.99
bb. HC – Figure Skating	$657.76	$679.13	$701.21	$723.99
cc. HC – Bocce	$571.41	$589.98	$609.15	$628.95
dd. Blast Advisor	$1,500.00	$1599.08	$1651.05	$1704.71

2. Coaches are responsible for the persons served training, coaching activity, and supervision for a period of time outside their regularly scheduled working hours as a bargaining unit employee. Any times required for extracurricular activities which fall within the employee's regularly scheduled working hours must be made up within the pay period by reporting to work earlier or staying after work later than the regularly scheduled working hours.

3. All extracurricular positions shall be posted and subject to the procedure for filing vacancies.

4. Any additional extracurricular programs shall be negotiated prior to the implementation of the program. If the matter is not resolved within ten (10) working days of the Employer's request for negotiation, the Employer may implement the program. Should the Union not agree with the decision, the Union may raise the issue in the next round of negotiations. Should such negotiations produce an agreement which places the salary of the new or altered positions above that set by the Superintendent, any such change shall be retroactive to the date of the initial action.

5. Any significant changes in the duties of the extracurricular positions or length of the season from the previous year shall be renegotiated in regard to salary before the start of the next season/session.

C. **REMUNERATION**

1. Effective January 1, 2008, base of 2007 increases 3.25%. 3.25% of each employee's 2007 salary to be paid by lump sum on February 6, 2009.

2. Effective January 1, 2009, base of 2008 increases 3.25%. Each employee's salary shall increase by 3.25% effective January 1, 2009, to be paid over 26 pays.

3. Effective January 1, 2010, 2% index (attached) implemented. Each employee placed on index at a step equal to at least a 3.25% increase on his/her salary. Any employee whose salary exceeds the index receives an increase of 3.25% on his/her salary.

4. Effective January 1, 2011, base increase of 1.25%, plus each employee eligible advances one (1) step on index. Any employee whose salary exceeds the index receives an increase of 3.25% on his/her salary.

5. Effective January 1, 2012, base increase of 1.25%, plus each employee eligible advances one (1) step on index. Any employee whose salary exceeds the index receives an increase of 3.25% on his/her salary.

6. All Maintenance Workers continuously employed since prior to the effective date of this Contract shall receive a fifteen hundred dollar ($1,500.00) annual truck stipend payable incrementally until such time as they change classification or separate employment.

7. If a Bargaining Unit A employee is assigned to work in a higher paid classification for a workday, that employee will be paid an additional fifteen dollars ($15.00) for the day.

8. Employees obtaining a Masters Degree subsequent to September 1, 1987, will move into the Masters Degree column compensation only if the Masters Degree is in a field of study directly pertinent to the job responsibilities performed by the individual.

9. Any employee presently in a position as a Production Specialist who has a Bachelor's Degree, et al, shall retain all rights of compensation and salary advancement applicable to the Degree Scale deemed with their qualifications at the time of hire until such time as they cease employment with the Agency or transfer to another job category in the Agency where the negotiated contract or other compensation are applicable.

10. All Custodial Worker II employees continuously employed since prior to the effective date of this Contract will receive an annual fifteen hundred dollar ($1,500.00) stipend to perform related duties to ensure the cleanliness and the sanitation of Employer property and to ensure the safety of our persons served and staff.

11. All Specialty Business Coordinators will receive an eleven hundred dollar ($1,100.00) annual stipend added to their appropriate pay scale.

ARTICLE XXV – DRIVER POLICY AND CRIMINAL BACKGROUND CHECKS

A. **DRIVER POLICY**

1. Employees who are regularly required to travel in the community in either their own or a Board-owned vehicle for work-related purposes must either maintain a valid driver's license or arrange for transportation. The Board may verify annually (for those individuals who drive) that these individuals hold a valid driver's license and maintain liability insurance in accordance with 4509.01 of the ORC.

2. Should an employee lose his/her driver's license, the Board shall not be required to provide any light duty accommodation. Any employee who loses his/her license or becomes uninsurable shall either arrange for their own work transportation or be subjected to an unpaid involuntary leave of absence for cause for up to six (6) months or until such time that the employee obtains a valid driver's license and becomes insurable, if that is sooner. If providing transportation to others is an essential function of the employee's job, the Employer reserves the right to reassign the employee to a non-transportation position without loss of pay for up to six (6) months.

3. Employees who are required to operate a Board or personal vehicle for work-related purposes as defined in section (1) are required to use the vehicle's occupant restraint system.

4. Any employee who is required to drive consumers in his/her vehicle shall be provided coverage for such business use of a personal vehicle in a rider on the Employer's fleet vehicle insurance policy.

B. **CRIMINAL BACKGROUND CHECKS**

1. The Board agrees to follow ORC 5126.28.

ARTICLE XXVI – SUBCONTRACTING

Work assigned to bargaining unit members shall not be performed by any other persons without the agreement of the Association except:

A. If necessary due to an emergency;

B. If necessary due to the unavailability of bargaining unit members pursuant to and in compliance with Article IX and only after a good faith effort to find a bargaining unit member;

C. If necessary to provide training and employment opportunities for consumers so long as bargaining unit members supervise the consumers doing the work.

No bargaining unit member shall suffer a loss of employment, a change of classification or a reduction of hours as a result of subcontracted work.

ARTICLE XXVII – CAMERAS

The primary purpose of cameras in the workplace is to ensure the safety of clients, employees, visitors, and property. Cameras will not be used to monitor employees on a regular basis. Data gathered by cameras shall not serve as the sole basis for disciplinary action. Any data gathered by a camera and used in a disciplinary matter my be used by either party to the extent allowed under applicable law.

ARTICLE XXVIII – CELL PHONES

The Employer shall pay each employee required to carry a cell phone for business purposes and who are required to be available by cell phone during negotiated work hours a reimbursement stipend in the amount of $55 per month.

ARTICLE XXIX – TIME CLOCKS

Should time clocks or any other device be installed to track a bargaining unit member's work time, there shall be a transition period of two (2) weeks, during which bargaining unit members shall do their best to clock in and out. Isolated incidents of inadvertent failure to clock in or out shall not be grounds for disciplinary action.

ARTICLE XXX - GENERAL

A. **SEVERABILITY**

Should any portion or provision of this Contract be declared in violation of any federal or state statute or regulation, such determination shall not invalidate the remaining provisions of the Contract.

B. This Contract constitutes the entire agreement between the parties. Each party had the opportunity to fully propose and negotiate with respect to all items deemed appropriate for collective bargaining pursuant to the State Employment Relations Act.

C. The term of this Contract shall be from January 1, 2008, to and including December 31, 2012.

IT IS SO AGREED this 15th day of April, 2009.

COUNTY OF SUMMIT BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

BY:

Board President

Superintendent

WEAVER WORKSHOP & SUPPORT ASSOCIATION (WWSA), OEA/NEA

BY:

WWSA President

OEA Representative

Joanne Marcus

Kimberly M. Bauer

Cynthia A. Cagno

NUMERIC RATINGS OF CLASSIFICATIONS

1	Classroom Helper/Adult Services
1	Classroom Helper/School
4	Assistant
4	Specialty Business Assistant
8	J.E.T. Trainer
8	Employment Specialist
8	Production Specialist
8	Work Station Specialist
8	Assistant Specialty Business Coordinator
8	Specialty Business Coordinator
9	Mobility Trainer
9	Life Skills Specialist
9	Program Specialist
3	Account Clerk I
4	Account Clerk II
4b	Account Clerk III
	Accountant
5	Accounting Assistant
8	Administrative Assistant
7	Billing Specialist
2	Clerical Assistant
9	Community & Public Relations Specialist
3	Custodial Worker I
5	Custodial Worker II
3	Delivery/Mail Clerk
8	Dispatcher
7	Fiscal Billing Specialist
5b	Graphic Reproduction Technician
5	Intake Referral Specialist
9	Job Developer
8	Maintenance Worker
1	Office Aide
1	Office Aide-Children's Services
9	Office Manager
9	Production Sales Coordinator
4	Receptionist
4	Records Specialist
8	Routing Specialist
8	SHDC Maint. and Property Worker
4	Secretary II
7	Senior Account Clerk
9	Senior Graphic Designer
9	Staff Development Coordinator
3	Shipping and Receiving Clerk
7	Training Collaborative Clerk
3	Truck Driver
9	Utilization Review Coordinator
8	Video Production Assistant
9	Volunteer/Community Activities Coordinator

WWSA Unit "A"

2008

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer	Professional I (M.A.)
1	$23,386.13	$28,342.13	$32,833.50	$35,724.50
2	$24,001.15	$28,976.63	$33,396.09	$36,390.34
3	$24,625.02	$29,600.87	$33,910.45	$37,024.29
4	$25,298.54	$30,237.45	$34,566.78	$37,713.69
5	$26,026.48	$31,113.84	$35,573.28	$38,814.76
6	$27,024.39	$32,315.24	$36,953.05	$40,324.21
7	$28,051.57	$33,493.03	$38,260.59	$41,727.66
8	$29,142.67	$34,559.38	$39,310.32	$42,795.44
9	$30,233.79	$35,627.14	$40,475.84	$43,863.19
10	$31,326.32	$36,694.92	$41,575.64	$44,930.98
11		$37,763.41	$42,675.45	$45,995.91
12		$38,860.30	$43,770.92	$47,060.87
13		$39,960.10	$44,867.77	$48,121.59
14		$41,056.98	$45,967.59	$49,194.98
15		$42,156.79	$47,052.86	$50,259.93

WWSA Unit "B"

2008

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	$7.02	$8.89	$21,816.73	$22,611.75	$23,076.38	$25,193.00
2	$7.16	$9.03	$22,348.34	$23,071.09	$23,484.09	$25,652.34
3	$7.23	$9.16	$22,880.08	$23,518.16	$23,897.82	$26,070.50
4	$7.37	$9.30	$23,432.30	$23,995.90	$24,473.62	$26,556.29
5	$7.58	$9.54	$24,326.44	$24,674.82	$25,176.77	$27,308.86
6	$7.84	$9.79	$25,386.29	$25,227.61	$26,140.69	$28,340.53
7	$8.06	$10.04	$25,913.38	$25,780.41	$27,231.81	$29,464.33
8	$8.32	$10.29	$26,440.46	$26,333.20	$27,758.89	$29,991.42
9	$8.50	$10.54	$26,968.98	$26,886.00	$28,287.40	$30,519.94
10	$8.71	$10.79	$27,496.06	$27,438.79	$28,814.49	$31,047.02
11	$8.92	$11.03	$28,023.15	$27,991.58	$29,405.83	$31,574.10
12	$9.14	$11.28	$28,550.23	$28,544.38	$29,997.17	$32,102.62
13	$9.30	$11.53	$29,078.75	$29,097.17	$30,588.51	$32,629.70
14	$9.43	$11.78		$29,649.97	$31,179.85	$33,156.79
15	$9.65	$12.03				
16	$9.86	$12.28				

WWSA Unit "B"

2008

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	$25,936.40	$27,350.93	$27,536.78	$28,435.05	$28,945.11
2	$26,375.09	$27,665.71	$28,027.09	$29,059.59	$29,369.34
3	$26,814.93	$27,984.76	$28,516.49	$29,473.62	$29,792.66
4	$27,335.23	$28,463.32	$28,996.33	$29,826.90	$30,237.45
5	$28,112.05	$29,246.52	$30,113.03	$30,976.82	$31,113.84
6	$29,176.95	$30,029.71	$31,276.62	$32,154.62	$32,315.24
7	$30,316.36	$30,812.91	$31,803.69	$32,683.12	$33,493.03
8	$30,843.46	$31,596.10	$32,330.78	$33,210.20	$34,559.38
9	$31,371.98	$32,379.30	$32,857.85	$33,737.29	$35,627.14
10	$31,899.05	$33,162.50	$33,386.36	$34,265.80	$36,694.92
11	$32,426.14	$33,945.69	$33,913.47	$34,792.88	$37,759.87
12	$32,953.21	$34,728.89	$34,440.54	$35,319.98	$38,827.63
13	$33,483.92	$35,840.70	$34,969.04	$35,847.05	$39,892.57
14	$34,030.74	$36,295.28	$35,496.15	$36,375.57	$40,960.34
15		$37,078.48	$36,023.22	$36,902.66	$42,023.88
16					

WWSA Unit "B"

2008

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer Office Manager	Production Sales Coord.
1	$32,523.75	$34,279.00	$37,686.25	$37,459.10	$42,673.23
2	$32,983.09	$34,738.34	$38,145.59	$38,352.09	$43,411.34
3	$33,408.48	$35,216.39	$38,619.51	$38,832.20	$44,149.58
4	$33,940.22	$35,851.49	$39,345.47	$39,417.11	$44,894.01
5	$34,880.05	$37,001.41	$40,493.46	$40,512.49	$46,146.03
6	$35,819.89	$38,179.20	$41,678.12	$41,607.87	$47,398.05
7	$36,759.72	$38,707.70	$43,312.15	$42,703.25	$48,650.06
8	$37,699.56	$39,234.79	$44,845.61	$43,798.63	$49,902.08
9	$38,639.39	$39,761.87	$46,102.55	$44,894.01	$51,154.10
10	$39,579.23	$40,290.38	$47,359.51	$45,989.39	$52,406.12
11	$40,519.06	$40,817.47	$48,616.45	$47,084.77	$53,658.14
12	$41,458.90	$41,344.56	$49,873.38	$48,180.15	$54,910.16
13	$42,398.73	$41,871.64	$51,130.33	$49,275.53	$56,162.17
14	$43,338.57	$42,400.16	$52,398.23	$50,370.90	$57,414.19
15	$44,278.41	$42,927.24	$53,619.08	$51,466.28	$58,666.21
16					

WWSA Unit "A"

2009

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer	Professional I (M.A.)
1	$24,146.17	$29,263.24	$33,900.59	$36,885.55
2	$24,781.19	$29,918.37	$34,481.46	$37,573.02
3	$25,425.33	$30,562.89	$35,012.54	$38,227.58
4	$26,120.74	$31,220.17	$35,690.20	$38,939.38
5	$26,872.35	$32,125.04	$36,729.42	$40,076.24
6	$27,902.68	$33,365.49	$38,154.02	$41,634.74
7	$28,963.24	$34,581.55	$39,504.06	$43,083.81
8	$30,089.81	$35,682.56	$40,587.91	$44,186.29
9	$31,216.39	$36,785.03	$41,791.31	$45,288.74
10	$32,344.43	$37,887.50	$42,926.85	$46,391.23
11		$38,990.72	$44,062.40	$47,490.77
12		$40,123.26	$45,193.47	$48,590.34
13		$41,258.81	$46,325.98	$49,685.54
14		$42,391.33	$47,461.54	$50,793.82
15		$43,526.88	$48,582.08	$51,893.38

WWSA Unit "B"

2009

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	$7.25	$9.18	$22,525.77	$23,346.63	$23,826.36	$26,011.77
2	$7.39	$9.32	$23,074.66	$23,820.90	$24,247.32	$26,486.04
3	$7.46	$9.45	$23,623.68	$24,282.50	$24,674.50	$26,917.79
4	$7.61	$9.60	$24,193.85	$24,775.77	$25,269.01	$27,419.37
5	$7.83	$9.86	$25,117.05	$25,476.75	$25,995.01	$28,196.39
6	$8.10	$10.11	$26,211.34	$26,047.51	$26,990.26	$29,261.59
7	$8.32	$10.37	$26,755.56	$26,618.27	$28,116.84	$30,421.92
8	$8.59	$10.62	$27,299.78	$27,189.03	$28,661.06	$30,966.14
9	$8.77	$10.88	$27,845.47	$27,759.79	$29,206.74	$31,511.84
10	$8.99	$11.14	$28,389.68	$28,330.55	$29,750.96	$32,056.05
11	$9.21	$11.39	$28,933.91	$28,901.31	$30,361.52	$32,600.26
12	$9.44	$11.65	$29,478.11	$29,472.07	$30,972.08	$33,145.95
13	$9.60	$11.91	$30,023.81	$30,042.83	$31,582.64	$33,690.17
14	$9.74	$12.16		$30,613.59	$32,193.19	$34,234.39
15	$9.96	$12.42				
16	$10.18	$12.67				

WWSA Unit "B"

2009

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	$26,779.33	$28,239.83	$28,431.72	$29,359.19	$29,885.82
2	$27,232.28	$28,564.85	$28,937.97	$30,004.03	$30,323.84
3	$27,686.42	$28,894.26	$29,443.28	$30,431.51	$30,760.93
4	$28,223.63	$29,388.38	$29,938.71	$30,796.28	$31,220.17
5	$29,025.70	$30,197.03	$31,091.70	$31,983.57	$32,125.04
6	$30,125.20	$31,005.68	$32,293.11	$33,199.64	$33,365.49
7	$31,301.64	$31,814.33	$32,837.31	$33,745.32	$34,581.55
8	$31,845.87	$32,622.98	$33,381.53	$34,289.53	$35,682.56
9	$32,391.57	$33,431.63	$33,925.73	$34,833.75	$36,785.03
10	$32,935.77	$34,240.28	$34,471.42	$35,379.43	$37,887.50
11	$33,479.99	$35,048.93	$35,015.65	$35,923.65	$38,987.07
12	$34,024.19	$35,857.58	$35,559.86	$36,467.88	$40,089.53
13	$34,572.15	$37,005.52	$36,105.53	$37,012.08	$41,189.08
14	$35,136.74	$37,474.88	$36,649.77	$37,557.78	$42,291.55
15		$38,283.53	$37,193.98	$38,101.99	$43,389.66
16					

WWSA Unit "B"

2009

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer Office Manager	Production Sales Coord.
1	$33,580.77	$35,393.07	$38,911.05	$38,676.52	$44,060.10
2	$34,055.04	$35,867.33	$39,385.32	$39,598.53	$44,822.21
3	$34,494.25	$36,360.92	$39,874.64	$40,094.25	$45,584.44
4	$35,043.27	$37,016.66	$40,624.20	$40,698.17	$46,353.06
5	$36,013.65	$38,203.95	$41,809.50	$41,829.15	$47,645.77
6	$36,984.03	$39,420.03	$43,032.66	$42,960.13	$48,938.48
7	$37,954.41	$39,965.70	$44,719.79	$44,091.11	$50,231.19
8	$38,924.79	$40,509.92	$46,303.10	$45,222.08	$51,523.90
9	$39,895.17	$41,054.13	$47,600.88	$46,353.06	$52,816.61
10	$40,865.55	$41,599.82	$48,898.69	$47,484.04	$54,109.32
11	$41,835.93	$42,144.03	$50,196.48	$48,615.02	$55,402.03
12	$42,806.31	$42,688.26	$51,494.27	$49,746.00	$56,694.74
13	$43,776.69	$43,232.47	$52,792.07	$50,876.98	$57,987.45
14	$44,747.07	$43,778.16	$54,101.18	$52,007.96	$59,280.15
15	$45,717.45	$44,322.38	$55,361.70	$53,138.94	$60,572.86
16					

WWSA Unit "A"

INDEX

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer Specialty Business Coord.	Professional I (M.A.)
1	1.000	1.000	1.000	1.000
2	1.020	1.020	1.020	1.020
3	1.040	1.040	1.040	1.040
4	1.061	1.061	1.061	1.061
5	1.082	1.082	1.082	1.082
6	1.104	1.104	1.104	1.104
7	1.126	1.126	1.126	1.126
8	1.149	1.149	1.149	1.149
9	1.172	1.172	1.172	1.172
10	1.195	1.195	1.195	1.195
11		1.219	1.219	1.219
12		1.243	1.243	1.243
13		1.268	1.268	1.268
14		1.294	1.294	1.294
15		1.319	1.319	1.319

WWSA Unit "B"

INDEX

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	1.000	1.000	1.000	1.000	1.000	1.000
2	1.020	1.020	1.020	1.020	1.020	1.020
3	1.040	1.040	1.040	1.040	1.040	1.040
4	1.061	1.061	1.061	1.061	1.061	1.061
5	1.082	1.082	1.082	1.082	1.082	1.082
6	1.104	1.104	1.104	1.104	1.104	1.104
7	1.126	1.126	1.126	1.126	1.126	1.126
8	1.149	1.149	1.149	1.149	1.149	1.149
9	1.172	1.172	1.172	1.172	1.172	1.172
10	1.195	1.195	1.195	1.195	1.195	1.195
11	1.219	1.219	1.219	1.219	1.219	1.219
12	1.243	1.243	1.243	1.243	1.243	1.243
13	1.268	1.268	1.268	1.268	1.268	1.268
14	1.294	1.294		1.294	1.294	1.294
15	1.319	1.319				
16	1.346	1.346				

WWSA Unit "B"

INDEX

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	1.000	1.000	1.000	1.000	1.000
2	1.020	1.020	1.020	1.020	1.020
3	1.040	1.040	1.040	1.040	1.040
4	1.061	1.061	1.061	1.061	1.061
5	1.082	1.082	1.082	1.082	1.082
6	1.104	1.104	1.104	1.104	1.104
7	1.126	1.126	1.126	1.126	1.126
8	1.149	1.149	1.149	1.149	1.149
9	1.172	1.172	1.172	1.172	1.172
10	1.195	1.195	1.195	1.195	1.195
11	1.219	1.219	1.219	1.219	1.219
12	1.243	1.243	1.243	1.243	1.243
13	1.268	1.268	1.268	1.268	1.268
14	1.294	1.294	1.294	1.294	1.294
15		1.319	1.319	1.319	1.319
16					

WWSA Unit "B"

INDEX

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer	Production Sales Coord.
1	1.000	1.000	1.000	1.000	1.000
2	1.020	1.020	1.020	1.020	1.020
3	1.040	1.040	1.040	1.040	1.040
4	1.061	1.061	1.061	1.061	1.061
5	1.082	1.082	1.082	1.082	1.082
6	1.104	1.104	1.104	1.104	1.104
7	1.126	1.126	1.126	1.126	1.126
8	1.149	1.149	1.149	1.149	1.149
9	1.172	1.172	1.172	1.172	1.172
10	1.195	1.195	1.195	1.195	1.195
11	1.219	1.219	1.219	1.219	1.219
12	1.243	1.243	1.243	1.243	1.243
13	1.268	1.268	1.268	1.268	1.268
14	1.294	1.294	1.294	1.294	1.294
15	1.319	1.319	1.319	1.319	1.319
16					

WWSA Unit "A"

2010

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer	Professional I (M.A.)
1	$24,146.17	$29,263.24	$33,900.59	$36,885.55
2	$24,629.10	$29,848.51	$34,578.60	$37,623.26
3	$25,121.68	$30,445.48	$35,270.17	$38,375.72
4	$25,624.11	$31,054.39	$35,975.58	$39,143.24
5	$26,136.60	$31,675.48	$36,695.09	$39,926.10
6	$26,659.33	$32,308.99	$37,428.99	$40,724.62
7	$27,192.51	$32,955.17	$38,177.57	$41,539.12
8	$27,736.36	$33,614.27	$38,941.12	$42,369.90
9	$28,291.09	$34,286.55	$39,719.94	$43,217.30
10	$28,856.91	$34,972.29	$40,514.34	$44,081.64
11		$35,671.73	$41,324.63	$44,963.28
12		$36,385.17	$42,151.12	$45,862.54
13		$37,112.87	$42,994.14	$46,779.79
14		$37,855.13	$43,854.03	$47,715.39
15		$38,612.23	$44,731.11	$48,669.69

WWSA Unit "B"

2010

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	$7.25	$9.18	$22,525.77	$23,257.86	$23,826.36	$26,011.77
2	$7.39	$9.36	$22,976.28	$23,723.01	$24,302.88	$26,532.01
3	$7.54	$9.55	$23,435.81	$24,197.47	$24,788.94	$27,062.65
4	$7.69	$9.74	$23,904.53	$24,681.42	$25,284.72	$27,603.90
5	$7.85	$9.94	$24,382.62	$25,175.05	$25,790.42	$28,155.98
6	$8.00	$10.13	$24,870.27	$25,678.55	$26,306.22	$28,719.10
7	$8.16	$10.34	$25,367.67	$26,192.12	$26,832.35	$29,293.48
8	$8.33	$10.54	$25,875.03	$26,715.97	$27,369.00	$29,879.35
9	$8.49	$10.75	$26,392.53	$27,250.29	$27,916.37	$30,476.94
10	$8.66	$10.97	$26,920.38	$27,795.29	$28,474.70	$31,086.48
11	$8.84	$11.19	$27,458.79	$28,351.20	$29,044.20	$31,708.21
12	$9.01	$11.41	$28,007.96	$28,918.22	$29,625.08	$32,342.37
13	$9.19	$11.64	$28,568.12	$29,496.59	$30,217.58	$32,989.22
14	$9.38	$11.87		$30,086.52	$30,821.93	$33,649.00
15	$9.57	$12.11				
16	$9.76	$12.35				

WWSA Unit "B"

2010

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	$26,779.33	$28,239.83	$28,431.72	$29,359.19	$29,885.82
2	$27,314.92	$28,804.63	$29,000.35	$29,946.37	$30,483.54
3	$27,861.22	$29,380.72	$29,580.36	$30,545.30	$31,093.21
4	$28,418.44	$29,968.33	$30,171.97	$31,156.21	$31,715.07
5	$28,986.81	$30,567.70	$30,775.41	$31,779.33	$32,349.37
6	$29,566.55	$31,179.05	$31,390.92	$32,414.92	$32,996.36
7	$30,157.88	$31,802.64	$32,018.73	$33,063.22	$33,656.29
8	$30,761.04	$32,438.69	$32,659.11	$33,724.48	$34,329.41
9	$31,376.26	$33,087.46	$33,312.29	$34,398.97	$35,016.00
10	$32,003.78	$33,749.21	$33,978.54	$35,086.95	$35,716.32
11	$32,643.86	$34,424.20	$34,658.11	$35,788.69	$36,430.65
12	$33,296.73	$35,112.68	$35,351.27	$36,504.46	$37,159.26
13	$33,962.67	$35,814.93	$36,058.30	$37,234.55	$37,902.45
14	$34,641.92	$36,531.23	$36,779.46	$37,979.24	$38,660.50
15		$37,261.86	$37,515.05	$38,738.83	$39,433.71
16					

WWSA Unit "B"

2010

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer	Production Sales Coord.
1	$33,580.77	$35,393.07	$38,911.05	$38,676.52	$44,060.10
2	$34,252.39	$36,100.93	$39,689.27	$39,450.05	$44,941.31
3	$34,937.44	$36,822.95	$40,483.06	$40,239.05	$45,840.13
4	$35,636.18	$37,559.41	$41,292.72	$41,043.83	$46,756.94
5	$36,348.91	$38,310.59	$42,118.58	$41,864.71	$47,692.07
6	$37,075.89	$39,076.81	$42,960.95	$42,702.00	$48,645.92
7	$37,817.40	$39,858.34	$43,820.17	$43,556.04	$49,618.83
8	$38,573.75	$40,655.51	$44,696.57	$44,427.17	$50,611.21
9	$39,345.23	$41,468.62	$45,590.50	$45,315.71	$51,623.44
10	$40,132.13	$42,297.99	$46,502.31	$46,222.02	$52,655.90
11	$40,934.77	$43,143.95	$47,432.36	$47,146.46	$53,709.02
12	$41,753.47	$44,006.83	$48,381.00	$48,089.39	$54,783.20
13	$42,588.54	$44,886.97	$49,348.62	$49,051.18	$55,878.87
14	$43,440.31	$45,784.71	$50,335.60	$50,032.20	$56,996.44
15	$44,309.12	$46,700.40	$51,342.31	$51,032.85	$58,136.37
16					

WWSA Unit "A"

2011

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer	Professional I (M.A.)
1	$24,448.00	$29,629.03	$34,324.35	$37,346.62
2	$24,936.96	$30,221.62	$35,010.83	$38,093.55
3	$25,435.70	$30,826.05	$35,711.05	$38,855.42
4	$25,944.41	$31,442.57	$36,425.27	$39,632.53
5	$26,463.30	$32,071.42	$37,153.78	$40,425.18
6	$26,992.57	$32,712.85	$37,896.85	$41,233.68
7	$27,532.42	$33,367.11	$38,654.79	$42,058.35
8	$28,083.07	$34,034.45	$39,427.88	$42,899.52
9	$28,644.73	$34,715.14	$40,216.44	$43,757.51
10	$29,217.62	$35,409.44	$41,020.77	$44,632.66
11		$36,117.63	$41,841.19	$45,525.32
12		$36,839.98	$42,678.01	$46,435.82
13		$37,576.78	$43,531.57	$47,364.54
14		$38,328.32	$44,402.20	$48,311.83
15		$39,094.88	$45,290.25	$49,278.07

WWSA Unit "B"

2011

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	$7.34	$9.29	$22,807.34	$23,548.58	$24,124.19	$26,336.92
2	$7.49	$9.48	$23,263.49	$24,019.55	$24,606.67	$26,863.66
3	$7.64	$9.67	$23,728.76	$24,499.94	$25,098.80	$27,400.93
4	$7.79	$9.86	$24,203.33	$24,989.94	$25,600.78	$27,948.95
5	$7.94	$10.06	$24,687.40	$25,489.74	$26,112.80	$28,507.93
6	$8.10	$10.26	$25,181.15	$25,999.53	$26,635.05	$29,078.09
7	$8.27	$10.47	$25,684.77	$26,519.52	$27,167.75	$29,659.65
8	$8.43	$10.68	$26,198.47	$27,049.92	$27,711.11	$30,252.84
9	$8.60	$10.89	$26,722.43	$27,590.91	$28,265.33	$30,857.90
10	$8.77	$11.11	$27,256.88	$28,142.73	$28,830.64	$31,475.06
11	$8.95	$11.33	$27,802.02	$28,705.59	$29,407.25	$32,104.56
12	$9.13	$11.56	$28,358.06	$29,279.70	$29,995.39	$32,746.65
13	$9.31	$11.79	$28,925.22	$29,865.29	$30,595.30	$33,401.58
14	$9.49	$12.02		$30,462.60	$31,207.21	$34,069.61
15	$9.68	$12.26				
16	$9.88	$12.51				

WWSA Unit "B"

2011

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	$27,114.07	$28,592.83	$28,787.12	$29,726.18	$30,259.39
2	$27,656.36	$29,164.68	$29,362.86	$30,320.70	$30,864.58
3	$28,209.48	$29,747.98	$29,950.12	$30,927.12	$31,481.87
4	$28,773.67	$30,342.94	$30,549.12	$31,545.66	$32,111.51
5	$29,349.15	$30,949.80	$31,160.10	$32,176.57	$32,753.74
6	$29,936.13	$31,568.79	$31,783.30	$32,820.10	$33,408.82
7	$30,534.85	$32,200.17	$32,418.97	$33,476.51	$34,076.99
8	$31,145.55	$32,844.17	$33,067.35	$34,146.04	$34,758.53
9	$31,768.46	$33,501.06	$33,728.70	$34,828.96	$35,453.70
10	$32,403.83	$34,171.08	$34,403.27	$35,525.54	$36,162.78
11	$33,051.91	$34,854.50	$35,091.33	$36,236.05	$36,886.03
12	$33,712.94	$35,551.59	$35,793.16	$36,960.77	$37,623.75
13	$34,387.20	$36,262.62	$36,509.02	$37,699.98	$38,376.23
14	$35,074.95	$36,987.87	$37,239.21	$38,453.98	$39,143.75
15		$37,727.63	$37,983.99	$39,223.06	$39,926.63
16					

WWSA Unit "B"

2011

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer	Production Sales Coord.
1	$34,000.53	$35,835.48	$39,397.44	$39,159.98	$44,610.86
2	$34,680.54	$36,552.19	$40,185.39	$39,943.18	$45,503.07
3	$35,374.15	$37,283.23	$40,989.10	$40,742.04	$46,413.13
4	$36,081.64	$38,028.90	$41,808.88	$41,556.88	$47,341.40
5	$36,803.27	$38,789.48	$42,645.06	$42,388.02	$48,288.23
6	$37,539.33	$39,565.27	$43,497.96	$43,235.78	$49,253.99
7	$38,290.12	$40,356.57	$44,367.92	$44,100.49	$50,239.07
8	$39,055.92	$41,163.70	$45,255.28	$44,982.50	$51,243.85
9	$39,837.04	$41,986.98	$46,160.38	$45,882.15	$52,268.73
10	$40,633.78	$42,826.72	$47,083.59	$46,799.80	$53,314.10
11	$41,446.46	$43,683.25	$48,025.26	$47,735.79	$54,380.38
12	$42,275.39	$44,556.92	$48,985.77	$48,690.51	$55,467.99
13	$43,120.90	$45,448.05	$49,965.48	$49,664.32	$56,577.35
14	$43,983.31	$46,357.02	$50,964.79	$50,657.61	$57,708.90
15	$44,862.98	$47,284.16	$51,984.09	$51,670.76	$58,863.08
16					

WWSA Unit "A"

2012

Step	Registered I Assistant Specialty Business Assistant	Registered II Employment Specialist Production Specialist Asst. Speciality Business Coord. Speciality Business Coord. Workstation Specialist J.E.T. Trainer	Professional I (B.A.) Living Skills Specialist Program Specialist Mobility Trainer	Professional I (M.A.)
1	$24,753.60	$29,999.40	$34,753.40	$37,813.45
2	$25,248.67	$30,599.39	$35,448.47	$38,569.72
3	$25,753.65	$31,211.37	$36,157.44	$39,341.11
4	$26,268.72	$31,835.60	$36,880.59	$40,127.93
5	$26,794.09	$32,472.31	$37,618.20	$40,930.49
6	$27,329.98	$33,121.76	$38,370.56	$41,749.10
7	$27,876.58	$33,784.19	$39,137.97	$42,584.08
8	$28,434.11	$34,459.88	$39,920.73	$43,435.77
9	$29,002.79	$35,149.08	$40,719.15	$44,304.48
10	$29,582.84	$35,852.06	$41,533.53	$45,190.57
11		$36,569.10	$42,364.20	$46,094.38
12		$37,300.48	$43,211.49	$47,016.27
13		$38,046.49	$44,075.71	$47,956.60
14		$38,807.42	$44,957.23	$48,915.73
15		$39,583.57	$45,856.37	$49,894.04

WWSA Unit "B"

2012

Step	Classroom Helper Office Aide	Clerical Assistant	Custodial Worker I	Delivery/Mail Clerk Truck Driver	Shipping/Receiving Account Clerk I	Secretary II Account Clerk II Receptionist
1	$7.43	$9.41	$23,092.43	$23,842.94	$24,425.74	$26,666.13
2	$7.58	$9.60	$23,554.28	$24,319.80	$24,914.25	$27,199.45
3	$7.73	$9.79	$24,025.37	$24,806.19	$25,412.54	$27,743.44
4	$7.89	$9.99	$24,505.87	$25,302.31	$25,920.79	$28,298.31
5	$8.04	$10.19	$24,995.99	$25,808.36	$26,439.21	$28,864.28
6	$8.21	$10.39	$25,495.91	$26,324.53	$26,967.99	$29,441.56
7	$8.37	$10.60	$26,005.83	$26,851.02	$27,507.35	$30,030.39
8	$8.54	$10.81	$26,525.95	$27,388.04	$28,057.50	$30,631.00
9	$8.71	$11.02	$27,056.47	$27,935.80	$28,618.65	$31,243.62
10	$8.88	$11.25	$27,597.59	$28,494.52	$29,191.02	$31,868.50
11	$9.06	$11.47	$28,149.55	$29,064.41	$29,774.84	$32,505.87
12	$9.24	$11.70	$28,712.54	$29,645.69	$30,370.34	$33,155.98
13	$9.42	$11.93	$29,286.79	$30,238.61	$30,977.74	$33,819.10
14	$9.61	$12.17		$30,843.38	$31,597.30	$34,495.48
15	$9.81	$12.42				
16	$10.00	$12.66				

WWSA Unit "B"

2012

Step	Records Specialist Account Clerk III	Accounting Asst. Intake Referral Spec.	Custodial Worker II	Graphic Repro. Tech.	Trng. Collaborative Clk. Billing Specialist Sr. Account Clerk Fiscal/Billing Spec.
1	$27,453.00	$28,950.24	$29,146.96	$30,097.76	$30,637.64
2	$28,002.06	$29,529.24	$29,729.89	$30,699.71	$31,250.39
3	$28,562.10	$30,119.83	$30,324.49	$31,313.71	$31,875.40
4	$29,133.34	$30,722.22	$30,930.98	$31,939.98	$32,512.90
5	$29,716.01	$31,336.67	$31,549.60	$32,578.78	$33,163.16
6	$30,310.33	$31,963.40	$32,180.59	$33,230.35	$33,826.43
7	$30,916.54	$32,602.67	$32,824.21	$33,894.96	$34,502.95
8	$31,534.87	$33,254.72	$33,480.69	$34,572.86	$35,193.01
9	$32,165.57	$33,919.82	$34,150.30	$35,264.32	$35,896.87
10	$32,808.88	$34,598.21	$34,833.31	$35,969.60	$36,614.81
11	$33,465.05	$35,290.18	$35,529.98	$36,689.00	$37,347.11
12	$34,134.36	$35,995.98	$36,240.58	$37,422.78	$38,094.05
13	$34,817.04	$36,715.90	$36,965.39	$38,171.23	$38,855.93
14	$35,513.38	$37,450.22	$37,704.70	$38,934.66	$39,633.05
15		$38,199.22	$38,458.79	$39,713.35	$40,425.71
16					

WWSA Unit "B"

2012

Step	Video Prod. Asst. Administrative Asst.	SHDC Maint. Property Worker Maintenance Wkr.	Community and PR Spec. Sr. Graphic Designer	Volunteer & Community Activities Coord. Utilization Review Coord. Job Developer	Production Sales Coord.
1	$34,425.54	$36,283.42	$39,889.91	$39,649.48	$45,168.49
2	$35,114.05	$37,009.09	$40,687.71	$40,442.47	$46,071.86
3	$35,816.33	$37,749.27	$41,501.46	$41,251.32	$46,993.30
4	$36,532.66	$38,504.26	$42,331.49	$42,076.34	$47,933.16
5	$37,263.31	$39,274.35	$43,178.12	$42,917.87	$48,891.83
6	$38,008.58	$40,059.83	$44,041.68	$43,776.23	$49,869.66
7	$38,768.75	$40,861.03	$44,922.52	$44,651.75	$50,867.06
8	$39,544.12	$41,678.25	$45,820.97	$45,544.79	$51,884.40
9	$40,335.00	$42,511.81	$46,737.39	$46,455.68	$52,922.09
10	$41,141.70	$43,362.05	$47,672.13	$47,384.80	$53,980.53
11	$41,964.54	$44,229.29	$48,625.58	$48,332.49	$55,060.14
12	$42,803.83	$45,113.88	$49,598.09	$49,299.14	$56,161.34
13	$43,659.91	$46,016.16	$50,590.05	$50,285.12	$57,284.57
14	$44,533.10	$46,936.48	$51,601.85	$51,290.83	$58,430.26
15	$45,423.77	$47,875.21	$52,633.89	$52,316.64	$59,598.87
16					

2014 Public Employer Annual Information Report

Ohio State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, Ohio 43215

Any questions concerning this report are to be directed to Sheila Farthing (614) 466-2963
Sheila.Farthing@serb.state.oh.us

Last Received Filing Date: 2/2/2012

Please note any changes below

JOSEPH H ECK
~~**LABOR RELATIONS MANAGER**~~ Director of Labor Relations
SUMMIT CO BD OF DD
89 E HOWE RD
TALLMADGE, OH 44278-1099

County Code: SUMM

Phone Number: 3306348023
Fax Number: 3306348055
Email Address: jeck@csbmrdd.com

Total number of permanent employees on payroll:

Part-time: ~~88~~ 60
Full-time: ~~564~~ 531

**** Please complete or amend the above information where necessary**

Listed below are collective bargaining agreements on file with SERB. Please amend information where necessary. Be sure to provide a copy of any current collective bargaining agreement that is not already on file. Any collective bargaining agreement with a status code of NWG, INC, UNS, or EXP need immediate attention.

Union	Local	Unit	Start	End	Status	Size
OEA	WEA I	TM	01/01/08	12/31/12	EXP	~~81~~ 60
OEA	WEA II	NT	01/01/08	12/31/12	EXP	~~76~~ 74
OEA	WWSA	NT	01/01/08	12/31/12	EXP	~~278~~ 260
AFSCME 8	1229	NT	01/01/10	02/15/14	EXP	~~125~~ 113

We continue to operate under these expired CBAs.

Status Definitions

CUR: Current EXT: Extended
EXP: Expired INC: Incomplete
NWG: No Wages UNS: Unsigned

Rule 4117-9-07 of the Ohio Administrative Code requires that a signed copy of any collective bargaining agreement be filed with SERB by the employer. All wage information must be submitted with the agreement. Any amendments or renegotiation of wage rates or contract terms must be filed within 30 days of execution. This requirement applies to any contract, memorandum of understanding, extension, amendment, modification, reopener, settlement or other addendum entered into by the parties.

This form must be filed with the State Employment Relations Board, Research and Training Section by January 31, 2014 (see Administrative Code Rule 4117-15-03). Please mail to the above address.

Joseph H. Eck
Report completed by

Joseph H. Eck
Signature

1/8/14
Date

Jurisdiction/Type: CO MR Employer ID: 2285