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CONTRACT BETWEEN

**ERIE COUNTY BOARD OF DD EMPLOYEES ASSN./OEA/NEA
Service and Support Administrators**

AND

ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

November 1, 2011 THROUGH October 31, 2014

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Article 1
Recognition

- 1.01 The Erie County Board of Developmental Disabilities ("Board") recognizes the Erie County DD Employees Association/OEA/NEA, ("Association") as the sole and exclusive bargaining representative, for the purposes Chapter 4117, Ohio Revised Code, for all employees, whether full or part time, probationary or non-probationary, including those on approved leave, or temporarily appointed to a position in the following bargaining unit:

INCLUDED IN UNIT: [PROFESSIONAL EMPLOYEES]

Certified Service/Support Administrator
Registered Service/Support Administrator
Service/Support Administrator Records Support Specialist
Lead Service/Support Administrator

EXCLUDED FROM UNIT:

All other employees of the Board.

- 1.02 **CREATION OF NEW POSITION.** In the event a new job is created, it is agreed between the parties that discussions shall take place to determine whether or not such new job shall be included in the bargaining unit. If it is agreed that the position should be placed in the bargaining unit, the employer and union will negotiate the terms and conditions of employment, hours of work, benefits, and wages of such new position. If an agreement cannot be reached between the parties as to whether a job/position is to be in the bargaining unit, the parties agree to submit the dispute to the state employment relations Board (S.E.R.B.) for its determination. S.E.R.B.'s ruling shall be binding on the parties.

Article 2
Negotiations

- 2.01 Either the Association or the Board may initiate negotiations by filing a Notice to Negotiate with State Employment Relations Board and a letter of submission, forwarded to the other party no sooner than 120 days prior to the expiration of this Contract, outlining their intent to bargain as defined in Chapter 4117 O.R.C..
- 2.02 Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiation session.
- A. At any negotiation session, either party may be represented by no more than four (4) representatives.
- B. At least two (2) working days prior to the first negotiation session, each party shall identify each member of its bargaining team plus one (1) alternate. Except upon prior approval of the other party, only the persons identified as bargaining team members or, in the absence of one or more bargaining team members, the alternate, may attend bargaining sessions.

- 2.03 If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
- 2.04 The Board and the Association mutually agree the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117 O.R.C..
- 2.05 Neither the Association nor the Board shall issue statements regarding negotiations to the news media. If the Association and the Board cannot agree upon the content of a press release, no release shall be made.

Article 3 Grievance Procedure

- 3.01 **PURPOSE OF GRIEVANCE PROCEDURE.** The purpose of this grievance procedure shall be to secure at the lowest possible level equitable solutions of grievances.
- 3.02 **DEFINITIONS.**
- A. A "grievance" is any alleged violation of this Contract or dispute with respect to its meaning or application.
 - B. A "Grievant" is the person, group of persons, or the Association making the complaint.
 - C. For purposes of this Article, "Day" means a day on which the Board's offices are open.
 - D. Class Action grievance is a grievance filed by the Association at the superintendent level.
- 3.03 **TIME LIMITS FOR PROCESSING GRIEVANCES.** Grievances shall be processed timely. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual written consent of parties at each step. If the Grievant or the Association fails to meet time maximums at any step of the procedure the grievances shall be considered waived. Grievances shall be processed on the form as in Appendix B.
- 3.04 It shall be the Grievant's right to be represented by counsel of the employee's own choosing at any step or level of this Grievance procedure.
- 3.05 **FIRST INFORMAL STEP.** The Grievant, or counsel if desired by the Grievant, shall discuss the grievance within ten (10) days after the matter giving rise to the grievance with the Grievant's immediate supervisor or with the individual with the ability to resolve the grievance. If the grievance is not resolved informally, the Grievant may, within three (3) days of discussing the matter with the supervisor or with the individual with the ability to resolve the grievance, initiate a formal grievance.
- 3.06 **FORMAL PROCEDURE.**
- A. The Grievant and/or counsel retained by the Grievant may sign grievance forms.

In all cases where the Grievant does not personally sign the form at the time of its filing, the Grievant will appear and sign the form at the Level 1 grievance meeting. The Grievant, or counsel if desired by the Grievant, shall file the grievance with the appropriate person as required by levels 1 and 2 of this procedure. The grievance shall contain a concise statement of the complaint, the facts upon which it is based, and identify both the specific provisions of this Contract alleged to have been violated and the relief sought.

- B. Level 1 - The Grievant shall file the grievance in writing with the Grievant's immediate supervisor or with the individual with the ability to resolve the grievance. The immediate supervisor or with the individual with the ability to resolve the grievance will meet with the Grievant within five (5) days after the formal grievance is filed to discuss the grievance. Within five (5) days after the meeting, the immediate supervisor or with the individual with the ability to resolve the grievance shall provide the Grievant a written answer to the grievance including a brief statement of the rationale for the disposition.
- C. Level 2 - If the grievance is denied by the immediate supervisor or with the individual with the ability to resolve the grievance, or not resolved within the time limits set forth in Level 1, the Grievant may submit the grievance to the Superintendent by delivering the original grievance to the Superintendent within five (5) days after the grievance is denied or the time limit for response passes, whichever first occurs. The Superintendent shall meet with the Grievant within ten (10) days after the grievance is submitted to him/her. Within five (5) business days after the meeting, the Superintendent shall provide the Grievant a written answer to the grievance including a brief statement of the rationale for the disposition. Class action grievances shall be filed at level 2.
- D. Level 3
In the event the grievant is not satisfied with the disposition of the grievance by mediation, the grievant may refer the grievance to arbitration by filing written notice of such referral with the Superintendent not later than five (5) days from the date of mediation. The moving party shall request arbitration services and a date by contacting in writing the Federal Mediation and Conciliation Service with a copy of such request mailed to the Superintendent. The Board-Administration shall automatically join in such request. The Arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. Each party advises the Office of Arbitration Services (OAS) of its order of preference by numbering each name on the panel and submitting the numbered lists in writing to the OAS. The name that has the lowest combined number will be appointed. If the parties do not agree on an arbitrator from the first panel, the OAS of the FMCS will furnish a second and third panel to the parties upon joint request and payment of an additional fee. Requests for a second or third panel should be accompanied by a brief explanation as to why the previous panel(s) was inadequate. If parties are unable to agree on a selection after having received three panels, the OAS will make a direct appointment upon joint request.

All other procedures relative to arbitration shall be according to the voluntary Rules and Regulations of the Federal Mediation and Conciliation Service. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board, the Superintendent, and all other agents of the Board. The arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this Contract.

All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally, with the exception of the services of the arbitrator, which costs shall be borne by the losing party as declared by the arbitrator. If an arbitral decision is split between the parties, the arbitrator's fee shall be equally borne by both parties. In cases of arbitration involving terminations, the parties will split the arbitral fee.

1. No grievance shall be processed to arbitration unless the Association agrees to represent the grievant.
 2. The moving party may withdraw the grievance with or without prejudice at any time or level before the arbitration hearing is concluded.
- 3.07 Arbitration hearings and grievance meetings shall be confidential. Only the Grievant, the board's designees, witnesses and the parties' counsel including, without limitation, representatives of the Association, may be present.
- 3.08 Nothing contained herein shall be constructed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration, or to have a grievance adjusted without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of this Contract.
- 3.09 No bargaining unit member may be represented by any union other than the Association in any grievance initiated pursuant to this Contract.
- 3.10 The Association President shall be entitled to copies of all written dispositions. If the Association is not represented at any hearing below Level 3, the decision or disposition shall not establish precedent.
- 3.11 The Parties agree that bargaining unit members have a right to file a grievance without fear of adverse consequences. Copies of all documents pertaining to a grievance shall be furnished to all parties to the grievance. The Grievance may be withdrawn at any step.

Article 4
Leaves

4.01 **EMPLOYER INITIATED LEAVE/ASSAULT LEAVE.** If a bargaining unit member contracts a communicable disease, due to an exposure caused by the employee's employment, or is assaulted by an enrollee and the exposure or assault results in the employee being absent, such absence will not be charged to sick leave and the employee will receive full pay and benefits for such absence for a period of up to 60 days as determined by the physician provided:

- A. The bargaining unit member promptly, prior to the end of the work day unless otherwise incapacitated, reports the injury to the employee's supervisor; and,
- B. The bargaining unit member applies for workers' compensation

4.02 **ASSOCIATION LEAVE**

The Association will be granted up to 7 days leave per year for the purpose of attending Association meetings and leadership trainings. Request for such leave shall be submitted in writing to the Superintendent by the Association president. No more than 20% of a classification plus one employee may be granted Association leave. Employees on vacation and personal leave are to be counted in establishing the 20%.

4.03 **BEREAVEMENT LEAVE.**

A. In the case of death in the immediate family of a bargaining unit member or the employee's spouse, the bargaining unit member may have up to five (5) days paid bereavement leave per year.

- 1. For purposes of this article, "immediate family" means a spouse, parent (including adoptive parent, step-parent or any other person acting *in loco parentis*), child (natural, adopted, or stepchild), sibling or grandparent.
- 2. Bereavement leave may only be approved by the Superintendent or the employer's designee. Bargaining unit members shall present satisfactory proof of both the death of the deceased and the deceased's relationship to the bargaining unit member as a condition to obtaining bereavement leave.
- 3. The Superintendent may, in his discretion, grant additional leave time to enable the affected bargaining unit member to travel a great distance to the funeral or discharge new responsibilities which are directly related to the decedent's death.

B. Bereavement leave shall be used within 60 calendar days' of the decedent's death.

4.05 **JURY DUTY LEAVE.** Employees may be called to serve jury duty. When they do serve, employees will receive regular pay but will submit all jury compensation to the Board. No employee shall make a profit by doing his duty. Such leave shall not be deducted from any other type of leave.

4.06 **MILITARY LEAVE.** Military leave shall be granted to employees pursuant to Ohio Revised Code.

4.07 PERSONAL LEAVE.

- A. At the beginning of each contract year, each bargaining unit member shall receive 3 personal leave days. Personal days shall be prorated for bargaining unit members who start employment after the beginning of a contract year.
- B. Personal leave may be used with 48 hours prior notice to the bargaining unit member's Supervisor.
 - 1. Prior notice is intended only to ensure adequate staff is scheduled. Personal leave shall not be denied unless fewer than 80% of the bargaining unit members in the affected job title are scheduled to work on the date personal leave is requested. This section does not preclude a Supervisor's authorization of a greater number of absences if the employer determines available staff will be adequate for the anticipated work load.
 - 2. Supervisors may not require bargaining unit members to disclose the purpose for which personal leave is requested.
 - 3. In cases of emergency, a bargaining unit member's Supervisor may waive the 48 hour requirement and request documentation of the reported emergency.
- C. Personal leave shall be used in no less than one hour increments.
- D. Personal leave must be used in the year it is earned. It may not be carried over into subsequent years.
- E. Personal leave may be used to extend vacations or holidays provided use of personal leave is approved by the bargaining unit member's Supervisor before the holiday or the beginning of vacation.

4.08 MATERNITY/PATERNITY LEAVE.

Leaves for the birth or adoption of a child under the age of five (5) years of age shall be entitled to a leave of absence, inclusive of FMLA leave, for up to a period of one year.

Application for maternity/paternity leave shall be in writing to the Superintendent and be made prior to the ninetieth (90) day before the beginning date of the maternity/paternity leave. The Superintendent may waive the 90-day application process in cases of demonstrated emergency. Extension to the original leave (if less than one year) may be requested and shall be granted up to the original year's length.

Upon return from approved maternity/paternity leave at the time set forth in the application for leave, the bargaining unit member shall be returned to a position in the same title the employee held prior to the leave.

If the bargaining unit member desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested and the date upon which the employee wishes to return. If the Superintendent approves the bargaining unit member's early return, the employee shall be reinstated as provided above. The Superintendent is not required to authorize an early return from approved paternity/maternity leave.

Use of maternity/paternity leave shall not be grounds for termination.

4.09 **SICK LEAVE.**

- A. Full-time, bargaining unit members shall be credited with 4.6 hours sick leave per 80 hour bi-weekly pay period in active pay status.
- B. Part-time bargaining unit members shall be credited with a pro-rata amount of sick leave for hours worked in the pay period.
- C. New employees shall be advanced 20 hours of sick leave or, if they are part time, a pro-rata share of 20 hours, upon their first day of work. New employees shall not accrue additional sick leave until they have earned enough sick leave to repay the advance.
- D. Bargaining unit members may accumulate sick leave without limit.
- E. Upon beginning employment with the Board, new employees who earned sick leave in prior, public employment shall be credited with the unused balance of their sick leave from that prior employment subject to the following conditions:
 - 1. Employment with the Board begins no more than 10 years after the new employee left the employee's previous, public employer; and
 - 2. The new employee provides satisfactory, written proof of the employee's sick leave balance at the time of separation from the employee's previous, public employer within 60 calendar days after beginning employment with the Board.
- F. Sick leave hours may be used in increments of one-quarter [$\frac{1}{4}$] hour to cover personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or enrollees, medical appointments, and illness or death in the bargaining unit member's immediate family as defined in 4.03A.1.
- G. **SICK LEAVE BALANCES.** The Board will provide leave balances to employees in accordance with the County payroll system. The employee is responsible for producing documentation of any disputed leave balance to the Superintendent or his designee.
- H. **SICK LEAVE PROCEDURE.**
 - 1. Bargaining unit members shall call their supervisor in person at least 30 minutes before their scheduled starting time to report they are ill. If unable to talk directly to their supervisor, the employee shall leave a message on the automated call off extension. The bargaining unit member shall complete a written, sick leave application and deliver it to his/her supervisor, or designee, within 48 hours of return to work from sick leave.
 - 2. Bargaining unit members using sick leave to attend pre-scheduled appointments shall inform their supervisors at least 1 working day in advance of the appointment.
 - 3. The superintendent or designee may require an employee to furnish a satisfactory written statement signed by a physician to justify the use of sick leave for three (3) or more consecutive days of absence and/or a pattern of absences of 3 or more days of absence in a given month over a three month period. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave.

I. SICK LEAVE BANK.

1. Bargaining unit members shall be able to donate sick days to another bargaining unit member in accordance with the Board policy..

4.10 **RELEASED TIME OF ASSOCIATION PRESIDENT.** The Board agrees to grant released time to the Association President either full-time or part-time at the Association's discretion. The Association shall pay to the Board the full cost of the salary and benefits of the replacement employee. The Association shall provide the Superintendent at least 30 working days' notice of its need for released time.

4.11 **PROFESSIONAL LEAVE.** The Board shall pay the salary and necessary expenses, in accordance with Board policy, of any bargaining unit member it requires to attend an in-service, conference, or other professional meeting. The Board is not obligated to pay for programs it permits, but does not require, bargaining unit members to attend, nor is the Board required to reimburse bargaining unit members for continuing education expenses except as otherwise provided by this Contract.

4.12 **SABBATICAL LEAVE.** For purposes of this section, "program year" means the scheduled, work year for the program in which the affected bargaining unit member is employed. Bargaining unit members who have completed at least 5 years of service with the Board may, with permission of both the Board and the Superintendent, take a sabbatical leave of absence with partial pay subject to the following conditions:

A. Plan of professional growth, applications:

1. Applications for sabbatical leave shall be written and submitted to the Superintendent at least 60 calendar days prior to the proposed date of commencement. The application shall include a plan for professional growth which shall directly relate to the Board's programs and mission.
2. Upon conclusion of the leave, the bargaining unit member shall provide satisfactory evidence the employee has completed the approved plan of professional growth.
3. Provided each of the requirements of Subsections A.1., A.2., and B.1. through B.6. are satisfied, applications for sabbatical leave shall not be denied except for an insufficient plan of professional growth as determined by the Superintendent or the Board in their sole discretion. Denials of sabbatical leave shall be written and state the reasons for denial.

B. Miscellaneous restrictions:

1. No more than 5% of the bargaining unit members in any one job title may be on sabbatical leave during the same program year.
2. Any bargaining unit member who has less than 25 years service with the Board shall agree, in writing, to return to employment for a full, program year following completion of a sabbatical leave.
3. No bargaining unit member may take more than 1 sabbatical leave during any 5 year period.
4. No bargaining unit member, regardless of seniority, is entitled to a second sabbatical leave in preference to other bargaining unit members in the

- same job title who have requested but not yet taken sabbatical leave.
5. Except as provided in subsection B.4., if more bargaining unit members seek sabbatical leave than can be accommodated, leave shall be approved in order of seniority.
 6. Sabbatical leave shall not be approved unless the vacated position can be filled by temporary appointment.

C. Stipends, repayment of stipends.

1. A bargaining unit member on sabbatical leave shall be paid the difference between the employee's base salary and the base salary paid the person who is temporarily appointed to fill the employee's position.
2. Bargaining unit members on sabbatical leave are not entitled to other employer paid fringe benefits including, without limitation, health and major medical coverage.
3. Any bargaining unit member who (1) fails to complete the employee's approved plan of professional development or (2) fails to complete a required program year of employment following a sabbatical leave shall, upon demand, repay the employee's entire stipend.

D. Return from leave.

Upon return from sabbatical leave, a bargaining unit member shall be returned to the same or equivalent assignment or position the employee held prior to the leave.

4.13 TRANSITIONAL WORK FOR ON THE JOB INJURIES/ILLNESSES.

A modified duty or transitional work program may be utilized in the event the employee sustains a work related or occupational disease while working as a Board employee and the disease or injury results in a Worker's Compensation claim. Transitional Workers Compensation shall be processed in accordance with the rules established by the Ohio Bureau of Workers Compensation and the guidelines established by the County Commissioners.

**Article 5
Working Conditions**

- 5.01 Bargaining unit members who are assigned to work inside one of the Board's buildings shall not be required to remain at work when the temperature inside the building is less than 60 degrees F. or greater than 100 degrees. The Board shall provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
- 5.02 The Board shall support and assist bargaining unit members with respect to the implementation of behavior interventions as outlined in individual plans of enrollees in the bargaining unit members' assigned work area. Bargaining unit members may, in accordance with Board policy, physically intervene with an enrollee to the extent necessary to protect themselves, other staff or another enrollee from attack, physical

abuse, or injury

- 5.03 **REIMBURSEMENT FOR DAMAGE CAUSED BY ENROLLEES.** The Board shall reimburse bargaining unit members for the loss, damage, or destruction of personal property, including the bargaining unit member's vehicle, which is caused by enrollees. The Board shall not be required to reimburse bargaining unit members for loss, damage, or destruction of personal property which results from the owner's negligence or the actions of any Board employee.
- 5.04 The Board shall provide without cost to the bargaining unit member approved first aid kits in all work areas and other safety equipment as needed.
- 5.05 **WORK RULES.** All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not alter any bargaining unit member's job description in violation of Article 18 of this Contract.
- 5.06 Upon employment by the Board, each bargaining unit member will:
- A. Be given a copy of the employee's job description.
 - B. Be given notice of their salary.
 - C. Be given a copy of Board policies (work rules).
- 5.07 Bargaining unit members on extended leave are not required to compile evaluative data, prepare IPs, etc., while on leave.
- 5.08 **DRUG FREE WORKPLACE.** The Parties agree that the Board's premises and Board employees shall be drug and alcohol free while at work or on work time.
- A. The Board and Association will each choose 3 employees, who will be representative of both buildings who will be trained in recognition of the physical and mental manifestation of drug and alcohol use and/or impairment. If an employee observes behavior which may qualify as impairment due to alcohol or drugs, the employee will report that behavior to the suspected employee's supervisor who will notify the trained assessors. Two trained employees, one Board and one Association, will immediately meet with the suspected impaired individual to assess for impairment. After completion of the assessment, the two person team shall report its findings to the Superintendent or his designee. If reasonable suspicion exists to believe the suspected employee is impaired, that employee shall be taken to the Board-approved testing site within 2 hours for testing. Reasonable suspicion shall be limited to suspected impairment at work.
 - B. The test results will be reported to the contact person designated by the Board. The employee will receive a copy of the written report from the testing site. Reports of suspected impairment are confidential. The Parties agree to utilize the federal standards for reporting positive drug levels. The Parties will utilize the DOT-established positive alcohol levels for employees required to have a CDL license to perform their duties. The positive alcohol level for non-CDL employees shall be 0.04 BAC. The Parties agree that the CDL/split sample will be utilized for all reasonable suspicion testing. The tested individual may pay

for a second testing at the individual's own expense. If the second testing is returned as negative, the employee will be reimbursed for the cost of the second test.

- C. Association members are subject to testing under the following conditions:
 - 1. As required by federal law, i.e., employees who are required to have a C.D.L as a job duty (random testing.);
 - 2. Upon demonstration of reasonable suspicion;
 - 3. Post vehicular accidents if the accident occurs while on Board business;
 - 4. Post worker compensation injuries if such injuries require hospitalization.
- D. An Employee Assistance Program shall be selected which will be open to all employees. The first time an employee tests positive as a result of a reasonable suspicion test, the employee shall be referred to the EAP Program. The Board and the Association shall each designate three (3) individuals who shall, as a team, select and recommend a Program within one year of the date of the start of this Agreement.
- E. Any discipline meted out to an employee as a result of a positive test shall be in accordance with the discipline policy of the Board and Article 22. An employee may be granted, as part of the disciplinary action, a Last Chance Agreement which shall restrict the use of controlled substances, including but not limited to alcohol, during work time or on work premises for the duration of employment with the Board.

5.09 EVALUATION

- A. All employees will be evaluated at least once every three (3) years. The evaluation report shall be made by the employee's supervisor(s) only after the employee and supervisor have jointly reviewed the current job description.
- B. If after discussing the evaluation with the evaluator, the employee is not in agreement with the evaluation, the employee shall submit written comments to the evaluator within a period of ten (10) days. Such written comments shall be attached to the evaluation report. The evaluator will suggest means of improvement where necessary.
- C. Employees shall sign the copy of the evaluation. The signature does not necessarily indicate agreement with the evaluation but indicates the rating has been reviewed and discussed with the evaluator. Upon request, the Superintendent or designee shall review the employee's evaluation and recommend appropriate action.
- D. Any employee may request to examine, and will be permitted to review, his or her personal evaluation, providing the record is not removed from the personnel file.
- E. Copies of all evaluations shall be given to the employee prior to being placed in their personnel file.
- F. All employees shall be evaluated by the same procedure and utilizing a form jointly developed by the SSA and their supervisor, which may include peer evaluation.
- G. Unsatisfactory job evaluations may be used in disciplinary processes after a corrective action period as outlined in the evaluation process.

- 5.10 **SUBCONTRACTING.** The Board agrees to refrain from subcontracting if the Board intends to fill a vacant position. The Parties agree that management personnel shall be allowed to do bargaining unit work in special and/or emergency situations if no qualified Association member is available and upon notification to an Association officer.
- 5.11 **FLEX SCHEDULE.** Employees may flex their work schedule by mutual agreement between the employee and their supervisor.
- 5.12 **CASELOAD MANAGEMENT.** Every attempt shall be made to insure caseloads are balanced and managed. Caseloads shall be formally reviewed monthly and may be reviewed more frequently upon the request of a bargaining unit member to insure workloads are equitably distributed and to make recommendations on staffing.

Article 6

Personnel Files

- 6.01 The Board shall maintain a personnel file on each bargaining unit member. The personnel file shall contain:
- A. Records that are consider public records such as:
 - 1. Documentation of personnel actions including, without limitation, copies or originals of applications; records of promotions, transfers, temporary appointments; records of changes in pay or benefits; leave applications, including action thereon, etc.;
 - 2. Attendance records;
 - 3. Records of corrective action affecting the bargaining unit member;
 - 4. Grievance documents which directly relate to items 1. through 3., above.
 - B. Records that are not considered to be public records such as medical information and records, and any other privileged information as outlined in federal and state law. Confidential records will be placed in a bargaining unit member's medical records file and shall be maintained in a separate the file to ensure its confidentiality.

6.02 **CURRENT PERSONAL INFORMATION**

The employee is responsible for notifying the Board of the employee's current address, phone number, including cell phone if applicable, emergency contacts, spouse, and children. The employee is responsible for updating these records within a reasonable amount of time of any change. The employer is not liable for an employee's failure to timely update their personal information.

The employee shall have the right to review their personnel file and have copies of any material in their file upon request at no charge to the employee. Effective July 1, 2007 the Board shall provide the affected bargaining unit member copies of any document -- except material received from the bargaining unit member -- which is added to the employee's personnel file within fourteen (14) working days of the date it is added to the file. If the bargaining unit member is not working at the time the Board adds material to the employee's personnel file, it shall mail copies of the material to be added to the bargaining unit member at the employee's last, known address as reflected in the

bargaining unit member's personnel file.

6.03 CORRECTION OF PERSONNEL FILES.

- A. If a bargaining unit member disputes the accuracy, relevance, timeliness, or completeness of information in the employee's personnel file, the employee may ask the Superintendent to investigate the current status of the information. The Superintendent shall, within a reasonable time after, not later than 90 days after, receiving the request from the bargaining unit member, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete, and shall notify the bargaining unit member of the results of the investigation and of the action that the Superintendent plans to take with respect to the disputed information. The Superintendent shall delete any information the employee can verify or which the Superintendent finds to be inaccurate.
- B. If the bargaining unit member is dissatisfied with the Superintendent's determination, the employee has the right to include a statement regarding the disputed information in their file. The bargaining unit member may have the assistance of a representative of the employee's choice in preparing any written response permitted by this subsection.

**Article 7
Salaries**

7.01 SALARY RATE

A. Full-time Certified Service and Support Administrators -

Effective November 1, 2011, the salary range for fulltime Certified SSA's shall be \$36,772.00 - \$55,000.00. Employees whose annual salary at the time of ratification of the tentative agreement is greater than \$55,000.00 shall be frozen at that amount. All bargaining unit members' salaries shall be frozen for the duration of the contract. Current part-time SSA employees moving into full-time SSA positions will be placed into the salary range for Certified SSA based upon their Erie County SSA seniority as defined in the labor agreement, article 18.

- B. PART-TIME DEGREED.** Current part-time Certified SSA positions shall be abolished. Until such time as current part-time positions are abolished, salaries are frozen.
- C.** Salary does not include any performance Bonus payments or On-Call Compensation earned in any year of this or any other contract.
- D.** Upon hiring of new Registered SSA (Assistant SSA), their salary will be frozen for the duration of the contract. The salary range for newly hired Registered SSA (Assistant

SSA) shall be \$13.00 - \$17.00 per hour.

- E. Current SSA Assistants will have a new title (SSA Records Support Specialist) , will have a new job description, a salary range of \$12.00 - \$15.00 per hour, and their wages will be frozen for the duration of the contract.
- F. The annual stipend for the Lead SSA position shall be \$1500.00 and shall not be considered part of the employee's annual salary for pension purposes.
- G. New job descriptions shall be developed for Certified SSA, Registered SSA, and SSA Records Supports Specialist.

7.02 ON CALL COMPENSATION.

All employees who are on call will be compensated at the rate of \$105.00 (\$15.00 per day) for each calendar week of on call duty. Should an employee be unable to fulfill the calendar week obligation, then s/he shall be paid the daily rate for the days served. The SSA with on call duty will have the on call phone and will be considered on duty for the period of on call, from 8:00 a.m. on Monday to 7:59 the following Monday. If an employee is ill, or otherwise unable to perform the on call duty, the employee is responsible to find a replacement and notify the supervisor. Employees who fill in for the on call employee shall be paid at the daily rate for days served. During the on call period, the on-call employee shall remain within a one (1) hour response range.

7.03 PRODUCTIVITY

Employees are responsible for documenting their productivity. Productivity is defined as Target Case Management (TCM) billable time.

7.04 ANNUAL PRODUCTIVITY BONUS.

A Service and Support Administrator who attains the productivity rate as established shall be eligible for a bonus payment as established herein. The Service and Support Administrator must be in an active pay status for the entire time period (monthly) and must maintain an average of the listed rate in order to be eligible for the productivity bonus. Bonus payments for productivity shall not be considered to be part of the employee's salary as indicated in §7.01 (NOTE: Billable hours for part-time ssa's will be prorated):

PAYMENT AMOUNTS FOR PRODUCTIVITY (TCM BILLABLE TIME):

YEAR 1	100 HOURS => \$500.00 ANNUAL (\$41.67 – MONTHLY)
	108 HOURS => \$750.00 ANNUAL (\$62.50 – MONTHLY)
	116 HOURS => \$1500.00 ANNUAL (\$125.00 – MONTHLY)
	130 HOURS => \$2500.00 ANNUAL (\$208.34 – MONTHLY)
YEAR 2	108 HOURS => \$750.00 ANNUAL (\$62.50 – MONTHLY)
	116 HOURS => \$1500.00 ANNUAL (\$125.00 – MONTHLY)
	130 HOURS => \$2500.00 ANNUAL (\$208.34 – MONTHLY)

YEAR 3 116 HOURS => \$1500.00 ANNUAL (\$125.00 – MONTHLY)
130 HOURS => \$2500.00 ANNUAL (\$208.34 – MONTHLY)

Payments shall be made on a monthly basis.

7.05 PRODUCTIVITY DUE DATES AND CALCULATIONS

DUE DATES

1. Documentation due to Supervisor by 5th of the following month.
2. Document due from Supervisor to Medicaid Billing by 10th of the same following month.
3. Documentation loaded into Billing software and correction report generated and sent to SSA's from Medicaid Billing by 20th of the same following month.
4. Corrections due from SSA's to Medicaid Billing by 25th of each month.
5. Productivity hours due to SSA's by 1st of the second following month.

Article 8
Paychecks

- 8.01 Salaries shall be paid in bi-weekly installments. Salaries will be divided by the number of pay periods in a given year as determined by the county auditor

Overtime eligible employees will be paid based upon the number of hours worked in a forty (40) hour work week.

- 8.02 If the bargaining unit member has not authorized direct deposit for the biweekly paycheck, the member's paycheck will be available from the building secretary, on a pay day when the Board offices are open, between 2:30 p.m. and 4:00 p.m. If the pay day falls on a day when the Board offices are closed, the paychecks will be available on the next open working day. Board employees may be required to use direct deposit to adhere to any changes in the County Auditor's payroll system. New employees shall be required to use direct deposit.
- 8.03 Employees shall receive their pay checks bi-weekly on Friday except as elsewhere provided.

Article 9
Authorized Payroll Deductions of Dues and/or Fees

- 9.01 Upon receipt of a signed, written authorization from the affected bargaining unit member,

the Board shall make monthly payroll deductions for the following purposes:

- A. Association Dues and Fair Share Fees.
- B. Credit Union
- C. Deferred Compensation
- D. Other authorized deductions as permitted by the Erie County Auditor's Payroll system.

9.02 The mechanics of collection and distribution of dues and fair share fees and other deductions including, without limitation, the lead time required to make changes in deductions and remit collected dues to the Association, shall be governed by the Erie County Auditor's internal procedures, not this Contract.

9.03 Once remitted to the Association, the disposition of collected dues and fair share fees is the Association's sole right and responsibility.

Article 10 Insurance

10.01 **MEDICAL/DENTAL/VISION/LIFE INSURANCE.** The Board shall offer all full-time bargaining unit members medical dental, vision, and life insurance coverage. members of the bargaining unit will pay 10% of the monthly premium which includes health, dental and vision insurance. The Board shall pay 90% of the cost of coverage for these plans. Employee payments will be made by automatic payroll deduction the second pay period of the month.

10.02 The Board shall notify the Association within ten (10) days of any notice it receives of an increase in premiums.

10.03 **HEALTH CARE COMMITTEE**

The Health Care Committee (HCC), shall be composed of three (3) representative appointed by the President of the Association, one(1) of which is from the unit and up to three (3), representatives of the Board, who shall be charged with considering health insurance matters. The HCC shall select the chairperson(s). Regular minutes of all meetings of the HCC shall be kept and shared with all members of the committee. All decisions of the HCC shall be achieved by consensus, i.e., all represented parties on the HCC shall agree with the decision. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes. The HCC's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.

During the life of the Agreement, the HCC may choose to consider other options within various managed care programs, in which members of the Association may elect to participate.

The HCC shall be authorized to utilize such consultants as it deems appropriate. Each

year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year. Each year the HCC shall consider changes in program design, premium sharing and other steps that will aid in cost containment.

In the event that the HCC is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year.

If the HCC recommends changes, such as program design, premium sharing, "opt out incentives", or other modifications, any and all such changes shall be implemented following approval by the full membership of the Association and the Board.

- 10.04 **C.O.B.R.A. CONTINUATION.** For purposes of COBRA, employees on layoff or extended, unpaid leaves of absence, except for the time period as specified in the Family Medical Leave Act that is paid for by the employer, are deemed separated from employment for other than gross misconduct and may continue their health and major medical, vision and dental coverage at their own expense.

Article 11 Liability Protection

- 11.01 The Board shall defend and indemnify Bargaining unit members as required by House Bill 176 (O.R.C. §2744.07). Specifically,
- A. Except as otherwise provided in this section, the Board shall provide for the defense of bargaining unit members, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the bargaining unit member in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of a bargaining unit member does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.
 - B. Except as otherwise provided in this section, the Board shall indemnify and hold harmless a bargaining unit member in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the bargaining unit member in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.
- 11.02 The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a bargaining unit member with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a

governmental or proprietary function. The Board's duty to defend and indemnify its bargaining unit members continues after any settlement in which the bargaining unit member is not also released from liability. Should there be any claim or liability or damages against any bargaining unit member pursuant to Amended Substitute House Bill 176, the bargaining unit member shall have the right to employ co-counsel, at the bargaining unit member's cost, in any and all actions to defend the employee's interests.

- 11.03 Bargaining unit members shall have the right to be represented by an attorney of their choice and at their expense at any meeting in which they are asked to participate involving the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board; at any deposition relevant to the claim of liability or damages; and at any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.
- 11.04 The Board shall provide adequate release time for any bargaining unit member who is required to attend any deposition, any pre-trial hearing, and any or all state federal court hearings involving and any/or all claims of liability. Such release time shall not result in the employee's loss of wages or deduction from any accrued leave.
- 11.05 Bargaining unit members shall cooperate with the Board in any defense to all claims of liability.
- 11.06 The Board shall not use information acquired during the defense of a tort action to punish any bargaining unit member for the employee's negligence unless the negligence is part of a continuing course of conduct in which previous disciplinary action has failed to correct the bargaining unit member's behavior. This section does not prohibit the use of information developed through defense of a tort action in cases of intentional misconduct or willful, wanton or reckless behavior.
- 11.07 The Board shall provide the Association copies of all insurance policies it maintains for purposes of defending actions authorized by R.C. 2744.07. Should the Board change carriers or coverage, it shall notify the Association and provide it copies of any and all new or amended policies.

Article 12 Employee Meetings

- 12.01 Bargaining unit members shall suffer no loss or reduction in pay on account of attending mandatory meetings.

Article 13 Association Rights and Responsibilities

- 13.01 The Association shall have the following rights as the sole organization representing the bargaining unit:
- A. To use the facilities of any building for meetings under terms and conditions

- identical to those offered any other organization.
- B. To use the internal mail system to distribute Association bulletins, newsletters, or other circulars, consistent with Board procedures.
 - C. To use designated areas on the bulletin boards in staff lounges or workrooms to disseminate information to members provided the posted materials are identified as Association postings.
 - D. The Association shall reimburse the Board for the use of any supplies, postage, and equipment.
 - E. The Association and its members are expressly prohibited from sending materials home to families and providers without the expressed written approval of the superintendent.
- 13.02 **AGENDAS/BUDGET.** The Board will provide the Association with copies of:
- A. The Board's agenda prepared for distribution to the public prior to the start of each Board meeting.
 - B. The Board's appropriations and materials submitted to the Erie County Commissioners in support of its budget requests.
- 13.03 **COPIES OF PUBLIC RECORDS.** Upon specific request, the Board will provide the Association copies, of any other public record kept by the Board in compliance with the Board and County Public Information policies consistent with state law. This section does not require the Board to prepare records including, without limitation, compilations or summaries of information contained in other records.
- 13.04 Upon request made in compliance with the Board's policy, the Association will be given a place on the Board's agenda to communicate with the Board.

**Article 14
Individual Rights**

- 14.01 Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest.
- 14.02 Except as restricted by O.R.C. 124.57, bargaining unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- 14.03 A bargaining unit member's private and personal life is not within the appropriate concern or attention of the Board as a condition of continued employment unless it adversely affects the Board's operations or reflects negatively on the Board.
- 14.04 So long as it does not adversely affect operation of the Board's programs, bargaining unit members may wear insignia, pins or other identification of membership in the Association or other civic or professional organizations on program premises.
- 14.05 Bargaining unit members have a right of due process, in accordance with the Grievance Procedure, on questions of misinterpretation, misapplication of the Board policy, or

administrative procedure.

Article 15

Complaints Against Members of the Bargaining Unit

- 15.01 The Board and the Association agree third party complaints concerning bargaining unit members should, to the greatest extent possible, be resolved informally through meetings between the bargaining unit member and the complainant. The Board and Association agree that an individual has the right to file a written complaint under the Board's complaint resolution policy. If an individual files a complaint under the Board's Due process and Complaint resolution policy, the Board shall provide the affected bargaining unit member a copy of the complaint within 10 calendar days of receipt. If the third party refuses to provide a written complaint, the complaint shall not be processed.
- 15.02 The employee will have the right to participate in the complaint resolution process and be represented by counsel and/or representative of their choosing.
- 15.03 **MAJOR AND UNUSUAL INCIDENTS** Major and unusual incidents are not subject to this Article.

Article 16

Equal Rights Clause

- 16.01 The parties to this Contract jointly pledge that provisions of this Contract shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, national origin, or other protected class.

Article 17

Job Description

- 17.01 The Superintendent or designee may make related job assignments consistent with the bargaining unit member's job description and the remainder of this Contract. If there is any disagreement about related job assignments, the matter will be submitted to binding, expedited arbitration in accordance with Article 3. The bargaining unit member shall perform the disputed duties until the dispute is resolved.
- 17.02 **PROFESSIONALISM AND ENROLLEE CONFIDENTIALITY.** All bargaining unit members shall observe the standards of professionalism and maintain enrollee privacy as required by applicable statutes, administrative rules and regulations, or Board policies and procedures.
- 17.03 **JOB QUALIFICATIONS.**
- A. Education requirements are listed on job descriptions.
 - B. Bargaining unit members must obtain and maintain all certifications required by Ohio DoDD, or any other state or federal agency which licenses or certifies persons to perform the duties of their positions. Any bargaining unit member whose certification or license is denied or revoked shall be considered to have

- voluntarily resigned as of the date the certification/license is denied or revoked in accordance with O.R.C. §5123.082.
- C. All employees are required to obtain an American Red Cross First Aid and CPR Certificate. The Board shall provide the required training at its expense.
 - D. All bargaining unit members must be able to lift, carry, and/or move enrollees, including children, adolescents and adults in a safe manner according to in-service training.
 - E. All staff must, in addition to the duties and responsibilities contained in their job description, be able to:
 - 1. Demonstrate basic computer literacy.
 - 2. As required, direct volunteers, students, etc.
 - 3. Participate in staff meetings
 - 4. Maintain certification.
 - 5. Maintain an environment free of health and safety hazards
 - 6. Be responsible for reporting incidents, behaviors, unusual incidents, and/or major unusual incidents to the appropriate personnel
 - 7. Maintain a good working relationship with all Board and outside agency staffs and the public
 - 8. Maintain confidentiality of information and materials with which the employee works, including client confidentiality, interagency confidentiality and co-worker confidentiality
 - 9. Adhere to standards established by Ohio Department of DD as they pertain to those served.
 - 10. Experience in DD field preferred
 - F. During the term of this Contract, a job description may be changed through a Memorandum of Understanding, signed by the Association and the Board. The affected employees will sign off, and receive a copy of, the new job description.
 - G. The job description is found in Appendix C.

Article 18

Seniority

- 18.01 **SENIORITY DEFINED.** Seniority shall be defined as the length of service with the Board as a member of the bargaining except members of the bargaining unit, as 11/1/05 shall retain their present seniority. New members will start with zero seniority. Accumulation of seniority shall begin from the bargaining unit member's first working day in the unit. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission that resulted in the member employment by the Board. If they have the same application date, tie will break by flip of the coin.
- 18.02 Part-time bargaining unit members shall accrue seniority on pro-rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall be computed from their first day of work. The Parties agree that any part time individual whose seniority might have been calculated

under a different formula for the period of 11/1/05-10/31/08 will have seniority recalculated in accordance with this section in order to have consistent seniority calculation.

- 18.03 The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all of the Board's buildings within thirty (30) workdays after the effective date of this Contract with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 18.04 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or, after completing the employee's probationary period, permanent transfer or promotion to a non-bargaining unit position. Bargaining unit members shall not lose seniority due to accepting a temporary assignment to a non-bargaining unit position or if they are returned to their previous position during their probationary period after permanent promotion/transfer to a non-bargaining unit position.

Article 19

Vacancies, Transfers and Promotions

- 19.01 **DEFINITIONS.** The following definitions apply to this article:
- A. **PERMANENT VACANCY DEFINED.** "Permanent vacancy" means a bargaining unit position which has no incumbent employee and which the Board has decided to fill by making a permanent appointment.
 - B. **TEMPORARY VACANCY DEFINED.** "Temporary vacancy" means a position is vacant because its usual incumbent is expected to be absent on approved leave for at least 60 working days.
 - C. **VACANCY DEFINED.** "Vacancy" means a permanent or temporary vacancy.
- 19.02 **POSTINGS.** All vacancies shall be posted in a conspicuous place in each building for 10 workdays. Within 10 workdays of the determination of a vacancy, the Board will notify the Association if it does not intend to post a position with an explanation of the need to either an extension of time to post or the determination not to post. Said posting shall contain the following information:
- A. Type of work
 - B. Location of work
 - C. Starting date
 - D. Rate of pay
 - E. Hours to be worked
 - F. Minimum requirements
 - G. Description of class/group of students/enrollees if position requires supervision.
 - H. Explanation of application procedure including, without limitation, identification of the person(s) to whom application should be directed and material which must accompany application.

19.03 Interested bargaining unit members shall apply in writing as directed by the posting within 10 days after the vacancy is first posted. Bargaining unit members shall notify the Board of any change of address. Provided the Board mails notice of any vacancy to the most recent address in the affected bargaining unit member's personnel file, it has fully met its obligations under this section.

19.04 SELECTION OF APPLICANTS.

- A. Vacancies shall be filled by the most senior, qualified applicant. If no qualified, internal applicant is available, the Board may fill the position with an external hire.
- B. The Board may, but need not, treat a person who has not satisfactorily completed the employee's probationary period for an initial appointment (new hire), as unqualified.
- C. Employees are not allowed to bid on vacancies if they have any finalized disciplinary action, resulting in a suspension.

19.05 Within 10 workdays after the expiration of the posting period, the Superintendent shall announce, in writing, whether the vacancy will be filled internally and, if so, identify the successful applicant. A copy of the announcement shall be provided to the Association. If the Superintendent determines the vacancy cannot be filled internally, the employer shall have an additional, 15 working days to fill the position. The Superintendent may take additional time to fill a position if, for reasons beyond the employer's control, the employer cannot recruit a qualified applicant despite reasonable efforts to do so. When the position is filled, the Superintendent shall announce the successful applicant as provided above.

19.06 PROBATIONARY PERIOD FOR NEW HIRES,

- A. All newly hired, transferred, or promoted employees shall serve a 180 calendar day probationary period. A probationary period may be extended for an additional period up to 180 calendar days by mutual consent of the Board, Association, and employee.
- B. Employees who are initially appointed (new hires) may be terminated at any time during their probationary periods for unsatisfactory service.
- C. Probationary terminations and reductions under this Article may be grieved through Level 2 of the grievance procedure. Probationary terminations and reductions may not be arbitrated (Level 3).
- D. Probationary periods shall not be shortened by crediting any person with time previously spent in any job title.
- E. If the Board determines a full time position is vacant and no longer needed, then the Board and the Association shall collaborate to work out changes.

19.07 SPECIAL PROVISIONS FOR TEMPORARY APPOINTMENTS.

- A. When a position becomes temporarily vacant, it may only be filled, if at all, by a temporary appointment.
- B. Temporary vacancies shall be posted on the basis of need. For purposes of this article, there is a need for a position only if the Board determines the services

performed by the temporarily vacant position need to be performed and remaining staff is inadequate to meet the client needs.

Article 20
Reductions in Force, Recall

20.01 REASON FOR LAYOFF, DEFINITIONS.

- A. Layoff shall be defined as a necessary reduction in the work force due to a lack of funds, or lack of work for the efficient operation of the Board's programs which is demonstrated by the Board to the Association or if grieved, an impartial third party selected pursuant to the grievance procedure set forth in this Contract.
- B. For purposes of this Article:
 - 1. **"LACK OF WORK" DEFINED** Lack of work means a current or projected decrease in the Board's work load.
 - 2. **"LACK OF FUNDS" DEFINED** Lack of funds means a current or projected deficiency of the funding required to maintain current or projected staffing levels.
- C. The Board shall not reduce normal work hours or wage rates provided by this Contract for any bargaining unit member without the Association's prior agreement.
- D. In no case shall a reduction of any bargaining unit member's hours or wages take effect until 20 workdays after written notice to the affected bargaining unit member(s) is given by the Board.

20.02 RECALL FROM LAYOFF.

- A. Laid off bargaining unit members have recall rights for 24 months following the effective date of layoff. During that time, the Board shall not fill the vacancy, unless the position has first been offered to and declined by each bargaining unit member entitled to be recalled to that position under this Article.
- B. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior person being recalled first to any vacancy in the unit.
- C. Notice of recall shall be mailed by U.S. certified mail, return receipt requested, to each eligible bargaining unit member at the employee's last known address as reflected in the employee's personnel file.
 - 1. Bargaining unit members shall accept or reject an offer of recall, in writing, within 5 working days after the notice of recall is mailed. Acceptance of a recall notice is effective when it is received by the Superintendent/Personnel Secretary.
 - 2. Bargaining unit members who accept recall or who affirmatively decline to be recalled shall cease to be eligible for recall.
 - 3. Bargaining unit members who do not respond to a recall notice shall remain eligible for future recalls unless, and until, they accept or affirmatively decline recall.
 - 4. Bargaining unit members are responsible for providing the Superintendent/Personnel Secretary accurate address information and verifying the accuracy of the addresses in their personnel files. So long

as a notice of recall is sent to the most recent address contained in the bargaining unit member's personnel file, the Board has fully complied with the notification requirements imposed upon it by this Article.

20.03 PROCEDURE FOR LAYOFF.

- A. The Board shall determine which positions shall be laid off.
- B. The Board shall post and deliver notices, as required by Subsection C., below, at least 20 working days before the effective date of layoff due to lack of work or lack of funds.
- C. Notices shall be posted on bulletin boards. Each bargaining unit member whom the Board expects to lay off shall be given written, individual notice of layoff.
- D. Bargaining unit members shall be laid off in order of their seniority, that is, those with the lowest seniority shall be laid off first.
- E. For purposes of layoff, a bargaining unit member who has not completed the employee's probationary period shall be laid off first.
- F. Reductions in force under this Contract are governed, exclusively, by this Article. The Board is not required to submit anything to the Director of Administrative Services or the State Personnel Board of Review for review or approval prior to layoff. No statute or administrative rule including, without limitation, O.R.C. §§124.321, *et seq.*, controls or governs reductions in force under this Contract.
- G. A laid-off bargaining unit member shall, upon application and at the employee's option, be granted priority status on the substitute list according to the employee's seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any vacancy in the unit. No person shall be appointed to an SSA position if any bargaining unit member who possesses reinstatement rights is on layoff until all laid off bargaining unit members have been offered recall in accordance with Section 21.02 of this Article. In filling newly-created positions, qualified bargaining unit members still on lay-off status will be given first consideration.

Article 21

Discipline and Due Process

- 21.01 Employees shall be entitled to continuous employment unless laid off as set forth in this Contract or terminated for just cause. No employee shall be terminated or otherwise disciplined without just cause. The principles of fair progressive discipline shall be utilized by the Board in accordance with Board Policy 5.4.3. as of 10/31/08.. All disciplinary actions shall be in writing with reasons therefore specifically stated.
- 21.02 **PREDISCIPLINARY CONFERENCE.** No bargaining unit member shall be suspended, reduced or terminated unless the employee has had an opportunity to respond to the charges against him/her in a pre-disciplinary conference. Pre-disciplinary conferences shall be informal. Neither the Board nor the bargaining unit member shall

call or confront witnesses and neither shall have a right of subpoena. The Board shall provide the bargaining unit member a written summary of the charges and supporting evidence at least 2 working days before the conference. Pre-disciplinary conferences shall be held within five [5] working days of the date of the notice, unless otherwise mutually agreed.

- 21.03 **RIGHT TO REPRESENTATIVE AT INVESTIGATORY MEETINGS.** At any time an individual with supervisory authority, or the Board's/COG's Investigatory Agent conducts a meeting (including investigatory meetings, informal or formal), with an employee wherein disciplinary action, other than verbal counseling, could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to require that a representative of the Association be present.
- 21.04 Any discipline which results from such a hearing shall be in writing with the reasons for discipline stated specifically therein. The employee has the right to an appeal any discipline action to State Board of Review in accordance with the Ohio Revised Code and rules and regulations.
- 21.05 **RETENTION OF DISCIPLINE IN PERSONNEL FILE.** In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:
- A. If an employee works Nine (9) consecutive months after receiving verbal reprimand without additional discipline noted in his personnel file, such verbal reprimand shall not be used as a factor in any subsequent disciplinary matter.
 - B. If an employee works Nine (9) consecutive months after receiving a written reprimand without additional discipline noted in his personnel file, such written reprimand shall not be used as a factor in any subsequent disciplinary matter.
 - C. If an employee works Two (2) consecutive years after receiving a suspension without additional discipline being noted in his personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.
- 21.06 Bargaining unit members shall not be reprimanded in the presence of other employees, enrollees, or parents of enrollees.
- 21.07 **INTERVENTION/REMEDIAL PLAN.** A mutually-agreed upon intervention plan may be offered when a bargaining unit member has been issued discipline under this section.

Article 22 Holidays

- 22.01 **HOLIDAYS OBSERVED.** The Board observes the following, 14 holidays: New Year's

Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

- 22.02 Compensation for holidays is included in employee salaries. Employees are not entitled to additional pay for holidays unless the Board requires them to work on those days.

Article 23 Vacations

- 23.01 **VACATION SCHEDULE.** Full-time bargaining unit members shall accrue vacation on the following schedule:

<i>Credited Years of Service</i>	<i>Hours per pay period</i>
0 through 7	3.1
8 through 14	4.6
15 through 24	6.2
25 or more	7.7

For purposes of this section, "credited" is defined as in O.R.C. 9.44. Any employees' vacation that has deviated from this shall be adjusted according the attached side agreement upon the implementation of this contract. (Appendix D).

- 23.02 Vacation may be used upon prior approval of the bargaining unit member's supervisor. . Approval shall not be arbitrarily withheld by the member's supervisor. Prior notice is intended only to ensure adequate staff is scheduled. Vacation leave shall not be denied unless fewer than 80% of the bargaining unit members in the affected job title are scheduled to work on the date leave is requested. This section does not preclude a supervisor authorization of a greater number of absences if the employer determines available staff will be adequate for the anticipated work load.

Article 24 Work Year, Work Week, Work Day

- 24.01 **CALENDAR.** The Board office operates on the same work calendar as the Erie County offices, with the exception of the additional holiday as noted in Article 23. If the work year exceeds 260 work days the decision of how to best use the additional work day will be determined through a labor management meeting.

- 24.02 **WORK WEEK.** The Board's work week shall begin at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday.

- 24.03 **OVERTIME.**

A. **OVERTIME EXEMPT POSITIONS.** All Certified SSA positions in this unit are overtime exempt.

- B. **OVERTIME ELIGIBLE POSITIONS.** All Registered Service/Support Administrator and Service/Support Administrator Records Support Specialists positions are hourly positions and are overtime eligible:
- C. **PAYMENT OF OVERTIME.**
1. No employee is entitled to additional compensation for work in excess of the employee's normal schedule unless the Board affirmatively requires the employee to perform the extra work.
 2. Overtime exempt employees are not entitled to additional compensation for work in excess of 40 hours per week.
 3. Employees who are not overtime exempt shall be compensated for all hours worked in excess of forty [40] hours/week as required by the Fair Labor Standards Act (FLSA).
- D. When a supervisor determines that overtime is needed, it will be offered first to the employees within the affected job title. If no one accepts the overtime, then it will be offered to employees who are qualified and will be granted based on seniority, beginning with the most senior, on a rotating basis. If no one volunteers, or is qualified, then management staff may cover the overtime.

24.04 COMPENSATORY TIME.

Bargaining unit members who are overtime eligible and are required, by the supervisor, to work overtime shall, at the employee's request, be granted either compensatory time or overtime, both to be computed at time and a half. Administrators and supervisors shall attempt to grant compensatory time off that is convenient to both the Board and the bargaining unit member. If compensatory time off is not taken, it shall be paid at the bargaining unit member's hourly rate. The accrual and use of compensatory time must be reported on the appropriate form to ensure accountability. By 4/5 and 10/01 of each year of the Contract, the employees will receive notice of current compensatory leave balances together with a form allowing them to request either total payout or to carry over up to 24 hours for the next 6 month period. The form is due to the Superintendent or his designee, by 5/1 and 10/31 of each year of the Contract. Payment will be received in the paycheck following 5/1 and/or 10/31. Failure to timely submit the form will result in automatic payout.

24.05 CALAMITY DAYS. For purposes of this article, "calamity day" means a day on which the Erie County Board of DD is closed on account of inclement weather, medical emergency, or other Act of God, Bargaining unit members shall not be required to report for work on calamity days. Bargaining unit members shall not have their pay reduced because of work missed due to calamity days.. The Superintendent or his designee may require staff to work on calamity days to meet high priorities. If a bargaining unit member is required, by the Superintendent, to perform services on Calamity Days, the employee shall be granted comp time for the hours worked.

Article 25
Management Rights

- 25.01 All management rights are reserved to the Board. Except as limited by terms and conditions of this Contract, the Board's exclusive rights include:
- Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure.
 - Direct, supervise, evaluate, or hire employees.
 - Maintain and improve the efficiency and effectiveness of governmental operations.
 - Determine the overall methods, process, means, or personnel which governmental operations are to be conducted.
 - Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
 - Determine the adequacy of the work force.
 - Determine the overall mission of the employer as a unit of government.
 - Effectively manage the work force.
 - Take actions to carry out the mission of the public employer as a governmental unit

Article 26
Labor Management Committee

- 26.01 **GROUND RULES: LABOR MANAGEMENT COMMITTEE.** The Parties agree to continue the Labor Management Committee utilizing the following ground rules:
- Any active grievances are not proper topics for LMC
 - Any issue that would require a change in contract language should be referred to bargaining between the Association and the Board.
 - Nothing stated in the meeting or in the minutes can be used by either party outside the meeting.
 - The party submitting an agenda item should provide a brief explanation of the item.
 - Decisions or projects coming out of the committee belong to the committee and not to either labor or management.
 - Minutes will be taken and published.
 - Problems within the control and jurisdiction of a supervisor must have been discussed with said supervisor prior to being placed on the LMC agenda using the chain of command.
 - A request to Federal Mediation and Conciliation Services for facilitation of complex/sensitive issues must be a joint decision.
 - LMC decision-making shall be by consensus.
- 26.02 Either side can request a labor management meeting to discuss contract or Board policy issues. If the issue involves classifications other than SSA, either side can request a joint union/management meeting.

Article 27
OPERS Salary Reduction Pick-up Plan

- 27.01 The Board shall designate the statutory percentage of gross wages paid each year by individual bargaining unit members to the Public Employee Retirement System of the State of Ohio as Board paid for the purpose of deferred state and federal income taxes under the Pension pick-up plan commonly referred to as "Salary Reduction Plan". The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio.
- 27.02 This benefit is not optional with each individual bargaining unit member. All members will be placed in the plan listed in §28.01 for the duration of their employment with the County. Vesting of the Employee and Board share will continue to be governed by the laws of the State of Ohio.

Article 28
Severability

- 28.01 In the event there is a conflict between a provision of this Contract and any applicable state or federal statute or a rule or regulation adopted by a federal agency or a state agency pursuant thereto, the statute or rule or regulation prevails. All other provisions of this Contract which are not in conflict with the statute or rule or regulation adopted pursuant thereto, shall continue in full force and effect.
- 28.02 Should any court determine any provision of this Contract is unlawful, that section, alone, shall be invalidated and the remainder of this Contract shall remain in full force and effect.
- 28.03 If, during the term of this Contract, any of its provisions are invalidated as set forth in this Article, the Board and the Association shall meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days after receiving a written demand.
- 28.04 If, during the term of this Contract, there is a change in any applicable state or federal statute or rule or regulation adopted agency pursuant thereto which requires the Board to develop new policies, or if the Board feels a need to change any of their policies that affect the term(s), condition(s) of employment, or working condition(s), then the Board and the Association will meet to negotiate the additional term, condition of employment or working condition within thirty (30) days of demand by either.

Article 29
Cost of Master Contract

- 29.01 The Board and the Association shall share equally the cost of having twenty-five (25) copies of the Contract printed.

- 29.02 Each bargaining unit member shall be given one (1) copy of the Contract. If, for any reason, a bargaining unit member needs another copy of the Contract, he or she shall be required to buy that copy at cost.

Article 30
Mileage/Meal Reimbursement

- 30.01 Bargaining unit members who are required to utilize their personal vehicles for Board business, shall be reimbursed, at the rate of \$0.42 per mile or the county rate whichever is higher not to exceed the I.R.S. rate. This rate will be set annually by the Board. Mileage will be measured daily from the first job site to each work day to the final job site. Vouchers for mileage and meals shall be submitted on or before the first Friday of each month with necessary receipts. Mileage will be paid, by separate check on a monthly basis by the Erie County Auditor. Meal rates will be set by the annual budget of the County. Per Diem rate, not to exceed the sum of one day's meals, may be substituted if the employee is traveling beginning on or before 6:00 a.m. and returning on or after 6:00 p.m.

Article 31
Severance Pay

- 31.01 Any bargaining unit member who dies or retires with more than ten years of service with any combination of the Board or any political subdivision of the State of Ohio shall receive severance pay computed at the employee's current, *per diem* rate of pay for all accumulated, unused sick leave credited to him/her at the time of retirement or death not to exceed 55 days for the life of this Contract. Severance pay for part-time bargaining unit members shall be prorated.
- 31.02 **CONVERSION OF SICK LEAVE UPON RETIREMENT.** Conversion of sick leave upon retirement extinguishes all of the affected bargaining unit member's sick leave credit.

Article 32
Fair Share Fee

- 32.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 32.02 Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Board's fiscal officer no later than September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted. Deduction of fair share fees and their transmittal to the Association by the Erie County Auditor shall be governed by

Article 9. Once remitted to the Association, the disposition of collected fair share fees is the Association's sole right and responsibility.

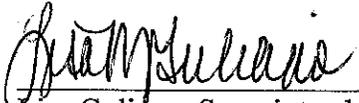
- 32.03 Payroll deduction of such fair share fees shall begin with the check issued for the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until their second paycheck.
- 32.04 The Board shall, upon notification from the Association that a bargaining unit member has terminated the employee's membership in the Association, take all steps necessary to commence the deduction of the fair share fee with respect to the former member. The amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. Deductions shall be made in equal installments over the remaining pay periods until end of the first pay period the subsequent November.
- 32.05 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 32.06 The Association, on behalf of itself and the OEA and NEA represents, promises and guarantees:
- A. An internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code; and
 - B. A procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit who does not join the Association; and
 - C. Every aspect of the fair share fee including, without limitation, notice and rebate procedures, comply with all applicable state and federal laws and the Constitutions of both the United States and the State of Ohio.
- 32.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 32.08 The Association, on behalf of itself and the OEA and NEA, shall assume the defense of and indemnify, save and hold the Board harmless from any cost or liability including, without limitation, compensatory damages, punitive damages and attorneys' fees, incurred as a direct or indirect result of the implementation and enforcement of this provision provided that:
- A. The Board shall notify the Association within ten (10) working days of any claim made or action filed against it;
 - B. The Association shall reserve the right to designate counsel to represent and defend the Board; and
 - C. The Board agrees to:
 - 1. Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

2. Permit the Association or its affiliates to intervene as parties if they so desire; and
3. Consent to any application by the Association or its affiliates' to file briefs *amicus curiae* in the action.

Article 33
Duration of Contract

33.01 This contract shall be effective from November 1, 2011 through October 31, 2014.

FOR THE BOARD



Lisa Guliano, Superintendent



Sharon Travis, Team Member



Eric Wightman, Team Member



David Kessler, Sr., Team Member

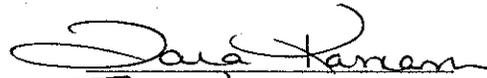
Date

1/26/12

FOR THE ASSOCIATION



David Oldham



Tara Ramann
Felicia Penelope
Michael A. Pant

Date

1/26/12

APPENDIX A

1.01 The Erie County Board of Developmental Disabilities ("Board") recognizes the Erie County DD Employees Association/OEA/NEA, ("Association") as the sole and exclusive bargaining representative, for the purposes Chapter 4117, Ohio Revised Code, for all employees, whether full or part time, probationary or non-probationary, including those on approved leave, or temporarily appointed to a position in the following bargaining unit:

INCLUDED IN UNIT: [PROFESSIONAL EMPLOYEES]

Certified Service/Support Administrator
Registered Service/Support Administrator
Service/Support Administrator Records Support Specialist
Lead Certified Service/Support Administrator

EXCLUDED FROM UNIT:

ALL OTHER Board employees including all substitute and contract employees and all confidential, management level, supervisors, students, seasonal and casual employees as defined by O.R.C. Chapter 4117.

This Contract applies to the terms and conditions of employment for only the Position titles identified in Article 1 – Recognition, Section 1.01 under the general classification of –Service and Support Administrators.

**Appendix B
GRIEVANCE FORM**

OHIO EDUCATION ASSOCIATION
ECBDDEA
4405 Galloway Rd.
Sandusky OH 44870

ERIE COUNTY BOARD OF DD
4405 Galloway Rd.
Sandusky OH 44870

Local Erie County Bd. of DD Emp. Assn./OEA/NEA
Union Grievance No. _____ Employer No. _____

Name of Grievance _____ Job Title _____
Immediate Supervisor _____ Date/Time _____
Informal Discussed with _____ Date/time _____
Article and section number of contract
violated: _____

Statement of Grievance (Give times, dates, who, what, where, when, why and how):

Remedy Requested:

Grievant's Signature _____
Date/time _____
Union Representative Signature _____
Date/time _____

THE ORIGINAL GRIEVANCE MUST BE FORWARDED TO EACH STEP FOR ANSWER

GRIEVANCE FORM CONT.

LEVEL ONE: IMMEDIATE SUPERVISOR STEP

Received by: _____ Date/time submitted: _____

Date of meeting _____ Place _____

Answer: _____

ANSWER IS ACCEPTED _____ **APPEALED TO NEXT STEP** _____

Grievant's Signature _____ Date/time _____

Union Representative Signature _____ Date/time _____

LEVEL TWO: SUPERINTENDENT STEP

Received by: _____ Date/time submitted: _____

Date of meeting _____ Place _____

Answer: _____

ANSWER IS ACCEPTED _____ **APPEALED TO ARBITRATION** _____

Grievant's Signature _____ Date/time _____

Union Representative Signature _____ Date/time _____

APPENDIX C1: JOB DESCRIPTION

TITLE: CERTIFIED SERVICE/ SUPPORT ADMINISTRATOR

QUALIFICATIONS:

- B.S. college or university degree in related field
- Possess or be able to obtain DD professional certification
- Experience in the field of DD
- Ohio driver's license required, CDL preferred.
- Insurable and able to transport enrollees

JOB GOALS:

Develop goals, strategies, and plans for specified enrollees, consistent with the ISP criteria that promote opportunities for independence and success in all areas of living. Serves as interdisciplinary team leader. Coordinates services provided to enrollees. Demonstrates excellent interpersonal skills.

ESSENTIAL FUNCTIONS:

- Establish an individual's eligibility for services of the Board
- Assess individual needs for services
- Develop individual service plans and budgets with active participation of the individual to be served, other persons selected by the individuals and when applicable, the provider selected by the individual and present the plan to the team for approval.
- Establish person-centered, individual budgets for services based on the individual's assessed needs and preferred ways of meeting those needs and present the budget to administration for approval.
- Ensure that services are effectively coordinated and provided by appropriate providers.
- Incorporate the results of quality assurance reviews and identified trends and patterns of unusual incidents and major unusual incidents into amendments of an individual's service plan for the purpose of improving and enhancing the quality and appropriateness of services rendered to the individual
- Provide on a continuing basis, the individual with representation, advocacy, advice and assistance related to the day-to-day coordination of services in accordance with the individual's service plan.
- Maintain a basic knowledge of medications and their side effects.
- Assure the updating of records, including but not limited to the official waiver records, contained the enrollee book/file (Medical, IP, Evaluations, Documentations, Permanent Records, Waiver Correspondence, Incident Reports, and other required sections.
- And other duties as delineated in O.R.C. 5126.15 and O.A.C. 5123:2-11 (7-05) as amended and distributed.

APPENDIX C2: JOB DESCRIPTION

TITLE: REGISTERED SERVICE/ SUPPORT ADMINISTRATOR

QUALIFICATIONS:

- Associate (2 Year) degree in related field
- Possess or be able to obtain DD professional certification
- Experience in the field of DD
- Ohio driver's license required, CDL preferred.
- Insurable and able to transport enrollees

JOB GOALS:

Develop goals, strategies, and plans for specified enrollees, consistent with the ISP criteria that promote opportunities for independence and success in all areas of living. Serves as interdisciplinary team leader. Coordinates services provided to enrollees. Demonstrates excellent interpersonal skills.

ESSENTIAL FUNCTIONS:

- Establish an individual's eligibility for services of the Board
- Assess individual needs for services
- Develop individual service plans and budgets with active participation of the individual to be served, other persons selected by the individuals and when applicable, the provider selected by the individual and present the plan to the team for approval.
- Establish person-centered, individual budgets for services based on the individual's assessed needs and preferred ways of meeting those needs and present the budget to administration for approval.
- Ensure that services are effectively coordinated and provided by appropriate providers.
- Incorporate the results of quality assurance reviews and identified trends and patterns of unusual incidents and major unusual incidents into amendments of an individual's service plan for the purpose of improving and enhancing the quality and appropriateness of services rendered to the individual
- Provide on a continuing basis, the individual with representation, advocacy, advice and assistance related to the day-to-day coordination of services in accordance with the individual's service plan.
- Maintain a basic knowledge of medications and their side effects.
- Assure the updating of records, including but not limited to the official waiver records, contained the enrollee book/file (Medical, IP, Evaluations, Documentations, Permanent Records, Waiver Correspondence, Incident Reports, and other required sections.
- And other duties as delineated in O.R.C. 5126.15 and O.A.C. 5123:2-11 (7-05) as amended and distributed.

APPENDIX C3: JOB DESCRIPTION

**TITLE: SERVICE/ SUPPORT ADMINISTRATOR RECORDS SUPPORT
SPECIALIST**

QUALIFICATIONS: TO BE DETERMINED

JOB GOALS: TO BE DETERMINED

ESSENTIAL FUNCTIONS: TO BE DETERMINED

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