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AGREEMENT

between the

**Association of Cuyahoga County Employees
for Special Students**

and the

Cuyahoga County Board of Developmental Disabilities

Effective

September 1, 2012 - August 31, 2015

TABLE OF CONTENTS

ARTICLE 1. Recognition	1
ARTICLE 1a. Definitions	2
ARTICLE 2. Representation Election	3
ARTICLE 3. Negotiation Procedure	3
ARTICLE 4. Employee Handbook	5
ARTICLE 5. Mid-Term Bargaining Procedures	5
ARTICLE 6. Labor-Management Committee	6
ARTICLE 7. Grievance Procedure	7
ARTICLE 8. Staff Member Rights	10
ARTICLE 9. Management Rights	10
ARTICLE 10. Association Rights	11
ARTICLE 11. Association Release Time	12
ARTICLE 12. Probationary Periods/Non-Probationary Staff	12
ARTICLE 13. Certification/Licensure of Staff Members	13
ARTICLE 14. Personnel File	13
ARTICLE 15. Complaints Against Staff Members	14
ARTICLE 16. Discipline and Due Process	14
ARTICLE 17. Position Descriptions	16
ARTICLE 18. Professional Growth/Performance Review	16
ARTICLE 19. Vacancies	17
ARTICLE 20. Subcontracting	18
ARTICLE 21. Layoff Procedures	18
ARTICLE 22. Assignment and Transfers	20
ARTICLE 23. Assignment Restrictions	21
ARTICLE 24. Days and Hours of Work	21
ARTICLE 25. School-Age Satellite Program	24
ARTICLE 26. Operations Department	26
ARTICLE 27. Emergency Facility Closing (Calamity Day)	27
ARTICLE 28. Recording Hours Worked	28
ARTICLE 29. Calling In Absent	29
ARTICLE 30. No-Fault Attendance Policy	29
ARTICLE 31. Attendance Incentive Bonus	30
ARTICLE 32. Vacation Leave	31
ARTICLE 33. Sick Leave	32
ARTICLE 34. Sick Leave Bank	34
ARTICLE 35. Family and Medical Leave Act (FMLA)	35
ARTICLE 36. Assault Leave	36
ARTICLE 37. Personal Leave	37
ARTICLE 38. Court Leave	37
ARTICLE 39. Alternative Work Program & Workers' Compensation Hearing Leave	37
ARTICLE 40. Emergency Release Time	38
ARTICLE 41. Military Leave of Absence	38

ARTICLE 42. Professional Leave and Professional Development Reimbursement.....	38
ARTICLE 43. Unpaid Leaves of Absence	39
ARTICLE 43a. Parental Leave	39
ARTICLE 43b. Medical Leave of Absence.....	39
ARTICLE 43c. Unpaid Personal Leave of Absence	40
ARTICLE 43d. Educational Leave of Absence	40
ARTICLE 43e. Sabbatical Leave.....	41
ARTICLE 44. Returning to Work.....	41
ARTICLE 45. Coursework Reimbursement	41
ARTICLE 46. Paid Memberships In Professional Organizations	42
ARTICLE 47. In-Service Days	42
ARTICLE 48. Local Professional Development Committee	43
ARTICLE 49. Health and Safety Training.....	44
ARTICLE 50. Wellness Activities	45
ARTICLE 51. Mentor Program.....	45
ARTICLE 52. Mileage Reimbursement.....	47
ARTICLE 53. Insurance/Use of Personal Automobile	47
ARTICLE 54. Driving Regulations	48
ARTICLE 55. Mandatory Reporting of Arrest, Convictions, and MUI Charges	49
ARTICLE 56. Medical Examination and Alcohol/Drug Testing.....	49
ARTICLE 57. Health and Safety Equipment, Work Apparel, and Tools for Operations Department Staff	50
ARTICLE 58. Safety Equipment for Staff Working in the Community	51
ARTICLE 59. Behavior Support.....	51
ARTICLE 60. Paychecks	51
ARTICLE 61. Payroll Deductions	51
ARTICLE 62. Fair Share Fee.....	52
ARTICLE 63. CCBDD Pick-Up of OPERS or STRS Contribution.....	53
ARTICLE 64. Insurance	53
ARTICLE 65. Disability Pay	57
ARTICLE 66. Salary Ranges.....	59
ARTICLE 67. Salary Increases and Additional Hours Compensation	61
ARTICLE 68. Retirement Incentive	62
ARTICLE 69. Severance Pay	62
ARTICLE 70. No Strike	63
ARTICLE 71. Duration, Effect and Form.....	64
SIDELETTER OF AGREEMENT: Article 6. Labor-Management Committee - Philosophical Statement	65
SIDELETTER OF AGREEMENT: Article 20. Subcontracting - Philosophical Statement	65
SIDELETTER OF AGREEMENT: Article 63. Insurance - Phasing in No Insurance Option.....	65
SIDELETTER OF AGREEMENT: John Adams Staff Salary.....	65
SIDELETTER OF AGREEMENT: Smoking Restrictions.....	66
APPENDIX TABLE OF CONTENTS	67
ACCESS-CCBDD GRIEVANCE FORM - <u>LEVEL ONE</u>	68
ACCESS-CCBDD GRIEVANCE FORM - <u>LEVEL ONE RESPONSE</u>	69
ACCESS-CCBDD GRIEVANCE FORM - <u>LEVEL TWO</u>	70
ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW.....	71
CONFERENCE NOTES REPORT FORM	71

ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW.....	72
CONFERENCE NOTES REPORT FORM	72
ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW - SELF-ASSESSMENT.....	73
ACCESS ASSIGNMENT PREFERENCE/REGISTRATION FORM	74
ACCESS-CCBDD LEAVE FORM	75
ACCESS-CCBDD LEAVE FORM INSTRUCTIONS.....	76
ACCESS-CCBDD SICK LEAVE TRANSFER FORM	77
MEDICAL LEAVE PHYSICIAN CERTIFICATION.....	78
WORK-RELATED INJURIES (ASSAULT)	80
PROFESSIONAL LEAVE/PROFESSIONAL DEVELOPMENT REQUEST FORM.....	81
APPLICATION FOR EDUCATION BENEFITS - ACCESS MEMBERS.....	82
EVALUATION OF MENTOR PROGRAM - By <u>Mentor</u>	83
EVALUATION OF MENTOR PROGRAM - By <u>Mentee (Staff member being mentored)</u>	84
EVALUATION OF MENTOR PROGRAM - By <u>Mentor Coordinator (Mentee's Supervisor)</u>	85
SUPPLEMENTAL POSITION DESCRIPTION	86
MANDATORY REPORTING FORM.....	87
DRUG FREE WORKPLACE POLICY	88
POLICY FOR HARDWARE, SOFTWARE, EMAIL AND INTERNET USE	91
Qualifications for Specialized Repairpersons.....	93
INDEX.....	i

ARTICLE 1. Recognition

A. The Association of Cuyahoga County Employees for Special Students, an affiliate of the National Education Association and the Ohio Education Association, (hereinafter the Association) is recognized by the Cuyahoga County Board of Developmental Disabilities (hereinafter the CCBDD) as the sole and exclusive representative for the bargaining unit as set forth below in matters concerning wages, hours or terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

B. As used in this Agreement, the term "staff member" is defined as, and the bargaining unit covered by this Agreement is defined as: all certified and uncertified permanent full-time, permanent part-time and probationary employees. Also included are temporary employees assigned to a position for 90 days or more. The bargaining unit includes the following position titles:

Assistive Technology Specialist	Occupational Therapist
Administrative Assistant/Children's Services	Occupational Therapy Assistant
Custodian	Paraprofessional
Custodian, Part-Time	Physical Therapist
Custodian/Repairperson	Physical Therapy Assistant
Developmental Specialist	Repairperson
Early Childhood Intervention Specialist	School-Age Behavior & Curriculum
Equipment Assistant	Intervention Specialist
Intervention Specialist	Sign Language Interpreter
M.O.V.E. Training & Intervention Specialist	Speech-Language Pathologist

C. Staff members on approved leaves of absence will be considered part of the bargaining unit.

D. If the CCBDD creates a new position in the Assistive Technology and Children's Services or Operations Department, the CCBDD will notify the Association, and the parties will meet to negotiate the question of the inclusion of the position within the bargaining unit and the appropriate salary range. If the parties dispute the inclusion of a position, either party has the option of petitioning the State Employment Relations Board to resolve the dispute.

E. New clerical positions in the Assistive Technology and Children's Services Department or Operations Department that are housed in the Central Office will not be in the Association bargaining unit.

F. If the parties are unable to agree on the issues of wages, hours, or terms and conditions of employment per Section D, above, within 30 days, then the matter may be submitted to arbitration at the request of either party per Article 5. Mid-Term Bargaining Procedures. Disputes regarding all matters except as in Section E, above, will go to Article 7. Grievance Procedure.

G. After agreement is reached on any changes to Section B, above, the parties agree to file a joint petition to the State Employment Relations Board to modify the bargaining unit in accordance with such agreed changes.

ARTICLE 1a. Definitions

As referred to in this Agreement, the following terms are defined as follows:

Adjusted Schedule: When Non-Flex staff begin or end their day at times other than those stated in Article 24. Days and Hours of Work, by mutual agreement with their immediate supervisor.

Appointment: The official action taken to hire a staff member.

Assignment: Includes the position title and location(s) where the staff member will report on a regular basis, as well as the age range for which the staff member is responsible.

Assignment Preference/Registration Form: A form by which staff members may indicate their assignment preferences or position titles sought. It may be updated by staff members at any time and will be kept on file until a new form is filed. It will be used to inform all persons making assignments or hiring decisions of the desires of staff members.

Compensatory Time (Comp Time): Hours worked beyond a staff member's regular hours in an attendance period.

Consumer: Any individual who receives CCBDD services.

Days: When used in this document, means weekdays. Legal holidays and scheduled vacation days are excluded.

Flex Staff: Staff members in positions which require them to adapt their work schedule.

Flex Time: The adjustment of work hours in lieu of accruing comp time.

Flexible Schedule: Schedule worked by Flex Staff that varies in starting and ending times according to the needs of the consumers and staff member.

Lateral Move: A change of assignment in the same position.

Location: A staff member's assigned building where the staff member's office and mailbox are located.

New Position: A job that is created within CCBDD that serves the same or a similar population as is currently served and has qualifications, duties, and compensation that are the same/similar to those of current positions.

Permanent Appointment: Hiring that is expected to continue into the foreseeable future.

Position Title: The name of a job within CCBDD (e.g., "Physical Therapist," "Custodian").

Position: A job within CCBDD that has a title, set of duties, and qualifications that describe the work to be done.

Temporary Appointment: Hiring into a position that is limited in time.

Transfer: A change from a regular work location(s) to a new work location(s).

Vacancy: A position for one person, either full or part-time, where the CCBDD is seeking an additional person to work in a bargaining unit position. The vacancy may occur as a result of a permanent separation from employment or when a new position is created.

ARTICLE 2. Representation Election

The rights of the Association as set forth in this Agreement are continuous unless challenged pursuant to 4117 of the Ohio Revised Code and the Rules and Regulations of the State Employment Relations Board (SERB).

ARTICLE 3. Negotiation Procedure

A. Requests

Either the CCBDD or the Association may initiate negotiations by serving written notice to the Superintendent, representing the CCBDD, or the Association President, representing the Association, not more than 150 days nor less than 120 days prior to the expiration of this Agreement. The party initiating negotiations will notify the SERB of the offer to negotiate and copy the other party of the notice. A mutually convenient meeting will be held within 15 days of the date of notice to negotiate. At this meeting both parties will submit an agenda listing those issues which will be presented for negotiations. After this meeting, no issues will be added for negotiations without mutual agreement.

B. Procedures

1. Representation and Team Size. Members of the CCBDD or their designated representatives and representatives named by the Association (no more than eight on each side) will meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other's selection of its representatives. Either party may have a maximum of two observers present at any negotiations session.

In addition, each negotiation team may use consultants in the course of negotiations. No other person or persons may be present during the negotiations meeting unless mutually agreed upon by the parties.

2. Subjects of Negotiations. The parties will consider issues related to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
 - a. Negotiations meetings will be in executive session.
 - b. All proposals and counterproposals will be in writing, dated, and labeled.
 - c. During the course of negotiations, items agreed to will be reduced to writing and initialed by representatives of each negotiation team and set aside. Such items will be considered tentative, subject to final agreement.

- d. Either team may call for a caucus at any time. Normally, a caucus will not be longer than 20 minutes. The team in caucus will keep the other team advised as to the length of the caucus.
 - e. All sessions of the negotiations meetings will be in "good faith."
 - f. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.
 - g. While discussions are in progress, any news release prepared for news media will be approved by both groups.
3. Schedule of Meetings. Until all negotiations meetings are completed, each meeting should include a decision on an agreed time and place for the next meeting.
 4. Exchange of Information. The CCBDD agrees to furnish the Association, upon request, all relevant data that will assist the Association in developing its proposals. The following information will be given to the Association when requested:
 - a. All financial documents which are filed with County Budget Commission, the State Department of Education, State Auditor's office, and monthly financial reports.
 - b. Salary information for all staff members in the bargaining unit.

C. Agreement

When a tentative agreement is reached through negotiating, the outcome will be reduced to writing and first submitted to the Association for ratification, and then to the Board for formal approval. If ratified by the Association and approved by the Board, the Board will adopt, within ten days, or at their next regular meeting, a resolution setting forth the Agreement.

The Agreement will then be signed by the parties and will become part of the official minutes of the Board. The subsequent Agreement will constitute a modification of the articles of this Agreement.

D. Impasse Procedure

Every effort will be made to conclude negotiations within 45 days prior to the expiration of this Agreement. If negotiations have not been concluded by that time, negotiations may be extended by mutual agreement, or either party may declare impasse.

Mediation. Both parties agree that mediation will be the first step in impasse. A third party mutually acceptable will be employed as a mediator. If the parties cannot agree upon a mediator within five days after impasse has been called, the parties will jointly request the Federal Mediation and Conciliation Service to select a mediator, pursuant to its rules, to assist the parties. Cost of mediation will be shared equally by both parties.

It is agreed that the foregoing procedure will represent the parties' alternate procedure for negotiations and impasse as authorized under Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure.

E. Severability

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Ohio Revised Code), all Civil Service rules and regulations, Administrative Rules of the Director of State Personnel and all policies, rules and regulations of the Employer unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision will be automatically terminated but all other provisions of the contract will remain in full force and effect.

The parties will meet within ten days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provisions, the statutory dispute settlement procedure will be utilized to resolve the dispute.

F. Rights

Rights of the Individual. Both parties agree that no reprisal of any kind will be taken by or against any participant in negotiations by reason of such participation.

ARTICLE 4. Employee Handbook

- A. The CCBDD will provide a copy of the Employee Handbook to each staff member. All bargaining unit members are subject to the policies and procedures contained in the handbook. These policies and procedures will not conflict with the express terms of the collective bargaining agreement. The handbook's policies and procedures will be uniformly applied. Staff will be notified of any new or amended rules and regulations via email, postings at CCBDD sites, and by written communication at least five working days prior to implementation.
- B. If the Association believes that a change to the Employee Handbook impacts on wages, hours or working conditions, the Association can request to bargain, and the CCBDD agrees to bargain, the change using the Mid-Term Bargaining Procedures.

ARTICLE 5. Mid-Term Bargaining Procedures

- A. The CCBDD and Association agree that no Article, provision or portion of this Agreement will be renegotiable during the duration of this Agreement, except by mutual agreement.
- B. The procedures of this Article will be used as the dispute resolution process where specified by Article 1. Recognition.
- C. The procedures of this Article may be used for other matters as agreed to by the parties.

- D. Requests for bargaining will be made in writing and will specify Article 5. Mid-Term Bargaining Procedures. If either party specifies that "time is of the essence," then bargaining will commence within seven workdays and be completed within 15 workdays. Otherwise, bargaining will commence within 15 workdays and be completed within 30 workdays.
- E. Impasse may be declared by either party with written notification on or after the day that negotiations are completed.
- F. Disputes at impasse will be submitted to an umpire to decide using the "final best offer" interest arbitration approach.
- G. An umpire will be selected by contacting the Federal Mediation and Conciliation Service (FMCS) and request in writing a list of at least 7 experienced arbitrators. The parties will use the alternative strike selection method.
- H. The umpire will select one party's final best offer or the other. Umpire rulings will be rendered within 14 calendar days of the hearing date, if "time is of the essence," or 30 calendar days if not. The parties agree that the umpire ruling is "final and binding."
- I. All FMCS costs will be borne equally by the CCBDD and the Association.

ARTICLE 6. Labor-Management Committee

- A. A Labor-Management Committee will be established under the auspices of the Federal Mediation and Conciliation Services. The purpose of the Labor-Management Committee is to discuss issues of either the Association or the CCBDD.
- B. The Association and the CCBDD will be entitled to five seats each on the Committee. Eight to ten meetings per year will be scheduled. Agenda items will be exchanged at least five days prior to the meeting, unless mutually agreed.
- C. The CCBDD will appoint one of their committee members to record the minutes of all Labor-Management meetings. Minutes will be distributed to all members prior to the next scheduled meeting.
- D. Standing agenda items of the Labor-Management Committee will include, but not be limited to, the following:
 - 1. Review and approval of previous meeting's minutes.
 - a. Mutually agreed upon additions, corrections, or deletions to the previous meeting's minutes will be noted in the minutes of the current meeting.
 - b. Unresolved disputed items in previous meeting's minutes will be noted in the minutes of the current meeting.
 - 2. The existence or work of other management committees.

3. Activities related to subcontracting of services.
- E. The Association President will receive notices of any major, system-wide, program-level curricular or service delivery meetings, and/or minutes of meetings.
 - F. The parties do not wish that this formal committee will interfere with or cause delay in the communications that occur among supervisor and staff members on a daily basis.

ARTICLE 7. Grievance Procedure

The objective of this grievance procedure is to secure, at the lowest possible administrative level, in the shortest period of time, equitable solutions to grievances. Proceedings will be kept as informal as possible and confidential.

A. Definitions:

1. A "grievance" means a complaint that:
 - a. There has been a violation, misinterpretation, or inequitable application of any provisions of personnel policy or this Agreement;
 - b. A staff member has been treated inequitably by reason of an act or condition that is contrary to established CCBDD policy or practice governing or affecting staff members.
2. The term "aggrieved" includes an individual staff member or any group of staff members or the Association.
3. The term "days" when used in this article means weekdays. Legal holidays and scheduled vacation days are excluded.
4. The term "Representative(s)" means an official of or spokesperson for the Association or its affiliates.
5. "Immediate Supervisor" as used herein means the manager or immediate supervisor, as is appropriate for the grievant as identified on the position description.

B. Right to Assistance and Counsel

The aggrieved will have the right to be accompanied by a representative at any stage of the grievance procedure, or when disciplinary action is being imposed.

C. Informal Procedure

The aggrieved will initially discuss the grievance with his/her immediate supervisor, either directly or through his/her representative(s) with the objective of resolving the matter informally.

In the event that the immediate supervisor does not have authority to grant the relief requested, he/she will involve in the process at this stage the appropriate administrator with the authority to make a decision resolving the grievance.

Informal discussions with the immediate supervisor must be initiated within 30 days after the occurrence of the alleged grievance. Informal discussions with the appropriate administrator will take place within 10 days of the initiation of this stage by the aggrieved.

Informal discussions will be concluded within 20 days of the initial informal meeting with the immediate supervisor.

D. Formal Procedure

1. Level One: If the aggrieved or his/her representative(s) is not satisfied with the outcome of the informal procedure, either may present a formal grievance in writing on the ACCESS-CCBDD Grievance Form (Appendix A), to his/her immediate supervisor within five days of the conclusion of the informal procedure.

The immediate supervisor will, within 10 days of the receipt of the formal grievance, meet with the aggrieved and his/her representative. The immediate supervisor will, within five days of this meeting, render a written disposition and the reasons therefore to the aggrieved, with copies to the representative and the Association President.

2. Level Two: If the aggrieved or his/her representative(s) is not satisfied with the Level One disposition, or if no disposition has been made within the time period specified in Level One, the aggrieved or his/her representative may advance the written grievance to the Director of Human Resources or his/her designee within five days of the receipt of the Level One disposition or within five days of the date on which the disposition should have been received.

The Director of Human Resources or his/her designee will meet with the aggrieved and his/her representative within 10 days of the receipt of the grievance. The Director of Human Resources or his/her designee will, within five days of the hearing, render a written disposition and the reasons therefore to the aggrieved, with copies to the representative and the Association President.

3. Level Three: The Association must approve any grievance advanced to arbitration. Should the Association not approve such grievance, the grievance may not proceed to arbitration.

If the aggrieved is not satisfied with the Level Two disposition or if no disposition has been given within the time periods specified in Level Two, the Association designated representative, on behalf of the aggrieved, may refer the grievance to arbitration. The grievance will be advanced to arbitration by the filing of the AAA Demand for Arbitration, which must be filed within 75 calendar days of the Level Two Response or the matter is deemed settled with prejudice.

The arbitrator may not add to, alter, or delete from the terms of CCBDD Policy or terms of this Agreement. The arbitrator will be governed by the rules and regulations of AAA and render an award which will be final and binding on both parties. The cost for the services of the arbitrator will be borne equally by CCBDD and the Association.

E. Stipulations

1. At the conclusion of the Informal Procedure, the parties may agree that the written grievance be filed at Level Two of the Formal Procedure rather than at Level One. Association Grievances and grievances regarding discipline will be filed at Level Two, unless the parties agree otherwise.
2. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.
3. Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided will automatically advance the grievance to the next level, or failure of the aggrieved or his/her representative to file appeals as provided in this section will terminate the grievance and bar further grievance arising out of the same incident unless the incident is recurring.
4. The temporary absence of the aggrieved, the immediate supervisor, or the Director of Human Resources or his/her designee will toll the running of the days during the absence of such person, but in no case for more than five additional days.
5. No aggrieved will be denied the right to legal advice or counsel in any of the levels listed above.
6. Copies of all written grievances and decisions will be sent to all parties involved, the aggrieved, the Association President, the Association Grievance Chairperson, and the appropriate administrator.
7. A grievance may be withdrawn at any level without prejudice.
8. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants in procedures described in this article. If retained, they will be filed separately from the personnel files and will be treated as confidential material.
9. The Association may file a grievance on its own behalf when such grievance involves rights of the Association as specified in this Agreement.
10. If a grievance arises and affects a group or class of members of the bargaining unit, the written grievance may be filed as a class action or Association Grievance.
11. The Association Executive Committee retains the sole and exclusive right to determine whether a grievance may be appealed to the Arbitration Level (Three) of the grievance procedure.

12. No individual grievance settlement will be inconsistent with the terms of this Agreement.
13. Readily available records or policies necessary to the determination and processing of the grievance will be made available promptly to the grievant and his/her representative upon request. The copy charges will be 5 cents (\$.05) per page.

ARTICLE 8. Staff Member Rights

All staff members have the right to:

- A. Organize, form, join, or assist any employee organization.
- B. Negotiate collectively through representatives of their own choosing.
- C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by state law.
- D. Participate and contribute to political action committees of their choosing.

Both parties agree that no reprisal of any kind will be taken by or against any staff member by reason of such participation.

ARTICLE 9. Management Rights

- A. The CCBDD will have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:
 1. 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 CCBDD, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate, and hire staff members;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental are to be conducted;
 5. Suspend, discipline, demote or discharge staff members for just cause, layoff, transfer, assign, schedule, promote, or retain staff members;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Board as a unit of government;

- 8. Effectively manage the work force; and,
 - 9. Take actions to carry out and implement the mission of the CCBDD as a unit of government.
- B. It is understood that the specific provisions of this Agreement modify, limit and/or define some of these powers, rights, and duties and such specific provisions will be controlling.

ARTICLE 10. Association Rights

Recognition of the Association as the bargaining unit representative will entitle the Association certain rights as follows:

- A. Be provided a bulletin board at CCBDD sites that have 10 or more bargaining unit members assigned. Each Association Representative or his/her designee will have the exclusive responsibility for posting and removing Association materials.

A bulletin board, or other agreed upon method of displaying/ retaining information will be available to staff in facilities with 10 or more bargaining unit members. Satellite staff and the CCBDD Administrator will determine an appropriate location, subject to the approval of the satellite site building administrator.
- B. All staff will have individual mailboxes provided at their assigned sites. Staff assigned to more than one site will have individual mailboxes provided at the site of their choice. The Association will have the right to place material in staff mail boxes for each staff member.
- C. Each Association Representative will have the right to reasonable use of the telephone, computer and CCBDD email, copy and facsimile (fax) machines, in order to carry out his/her official Association responsibilities, subject to the approval of the building supervisor.
- D. Distribution of Association material through the inter-office mail service.
- E. Be furnished, within five days of adoption, the annual budget and appropriations for each calendar year.
- F. Use of sites for meetings, upon approval of the Superintendent or his/her designee.
- G. Duly authorized Representatives of the Association and its respective affiliates will be permitted to transact official Association business at any CCBDD program site at all reasonable times and after signing in with the building supervisor.
- H. The name of the Association President will be added to the mailing list to receive Board meeting notices and agendas. Upon request, CCBDD will provide additional information that is not confidential from the Board packet. The Association President will receive a copy of the minutes of each Board meeting within five days after the date of approval.
- I. Be afforded an opportunity to address new staff members during their orientation days.

- J. Will be provided the annual CCBDD staffing plan and bi-monthly updates and any changes in staff member status within ten days of occurrence: i.e., resignation, termination, transfer, promotion, leave of absence, permanent and temporary appointment, retirement or suspension.
- K. The Association President will be notified in advance when programming changes are made to service delivery. The Association President will appoint Association members to provide input and make recommendations to the CCBDD and administration regarding such changes.
- L. Payroll deductions of dues (i.e., ACCESS, NEOEA, OEA, NEA) in accordance with Article 60. Payroll Deductions.

ARTICLE 11. Association Release Time

- A. Association release time, with pay, will be granted upon approval of the immediate supervisor to:
 - 1. Association Representatives or designee(s) for attending Informal and Level One grievance hearings.
 - 2. The Association President or designee for attendance at Level Two and Level Three grievance hearings and at disciplinary conferences.
 - 3. The Association President for meeting with the administration when such meetings must take place during scheduled working hours.

- 4. Association Officers, Representatives and At-Large Association Representatives for attendance at scheduled Association meetings of 30 minutes per month.
- B. Additional Association release time with pay will be granted as follows:
 - 1. Eighteen days to the Association President to be used by the President or by the President's designee(s). Additional release time may be granted upon approval of the Superintendent or his/her designee.
 - 2. Up to five elected Association Delegates or Alternates substituting for elected Delegates will be permitted to attend the OEA Representative Assembly. The list of Delegates will be submitted to the Director of Human Resources at least five days prior to the scheduled assembly.
 - 3. Release time granted on a case by case basis for staff members elected to a National Education Association or Ohio Education Association office.

ARTICLE 12. Probationary Periods/Non-Probationary Staff

- A. The probationary period for all bargaining unit positions, except for Operations Department staff and Administrative Assistants, will be two years. Operations Department staff and Administrative Assistants will have a six-month probationary period. The CCBDD

may remove a probationary staff member during the probationary period; however, the staff member is entitled to challenge the removal through the grievance procedure for violations of the evaluation procedure. In addition, the staff member will be entitled to the reasons for the removal. Unpaid leaves of absence and other unpaid days will not be counted towards the completion of the probationary period.

- B. The time period of temporary appointment to any bargaining unit position will be counted towards fulfillment of the probationary period as stipulated in Section A, above, if there is continuous service between the temporary and permanent assignment. In addition, occasional substitutes who are assigned on an indefinite basis will have their time on their last indefinite assignment counted towards fulfillment of the probationary period if they are appointed to fill a position on a permanent basis and there is continuous service between the indefinite assignment and the permanent appointment.
- C. At any other time during a staff member's employment, the CCBDD can remove for cause in accordance with the applicable laws of Ohio. The staff member will be permitted to grieve and arbitrate the removal under Article 7. Grievance Procedure.

ARTICLE 13. Certification/Licensure of Staff Members

- A. All staff members serving in positions requiring certification/licensure will provide a copy of the valid license or certificate to the Director of Human Resources.
- B. Newly-hired staff members must obtain a valid certificate/licensure by the staff member's first day of work.
- C. Certified or licensed staff members will not be permitted to work unless they have the appropriate valid certificate or license on file in the CCBDD's Human Resources Department.
- D. The Human Resources Department, in conjunction with the LPDC, will send a memo to staff member(s) who hold certificates or licenses that are due to expire in June. Memos will be sent no later than March 31st of each year. However, it is the staff member's responsibility to keep track of the expiration date of his/her certificate(s) or license(s).
- E. Upon request, the CCBDD will provide the Association with a list of certification types and expiration dates for all certificated staff members. Said information will be provided within 20 calendar days of the request.

ARTICLE 14. Personnel File

- A. The CCBDD will maintain the official personnel file for each staff member in accordance with applicable Ohio law. CCBDD respects the privacy of staff member information and considers the information in a personnel file to be confidential. It is released only to authorized management personnel on a "need-to-know" basis. However, by state law, public employees' personnel files are public records. Therefore, they may be released to members of the public who make requests and pay the costs established by Board policy.
- B. To the extent that the CCBDD is not specifically required by state law to provide public

access to a staff member's home address, home telephone number, Social Security Number and his/her Professional Growth/Performance Review (PGPR) documents, the CCBDD and the Association agree that this information will remain private and confidential. The parties agree that these documents and this information will be provided to any legitimate state authority upon request, including any police, prosecutor, and/or court of law request or subpoena. In addition, the parties agree to attempt to satisfy any other public request, if possible, without compromising the privacy right(s) of the staff member.

- C. Material concerning a staff member's professional conduct and/or job performance may be placed in the staff member's file after he/she has read such material. He/she will acknowledge that he/she read such materials by affixing his/her signature and date on the copy to be filed. His/her signature signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the staff member refuses to sign, a dated note to that effect will be attached to the material filed.
- D. A staff member will be permitted to examine his/her file and may be accompanied by a person of his/her choice during normal business hours in the presence of the Director of Human Resources or his/her designee. The staff member may make copies of any material placed in his/her file after his/her employment by the CCBDD.
- E. By mutual agreement of the staff member and the Director of Human Resources, material that has been found inappropriate, inaccurate and/or untimely will be removed from the staff member's file.
- F. A staff member will be permitted to place material in his/her file, in answer to material already placed in the file. Answers will be attached to the related material.
- G. Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file are known.
- H. The CCBDD will notify a staff member when a member of the public has accessed his/her personnel file. Such notification will include the name of the person accessing the file and his/her organization, if applicable. The person who is reviewing the file will be informed that the staff member will be notified. Such notice will be provided to the staff member within 3 workdays of the file having been viewed.

ARTICLE 15. Complaints Against Staff Members

- A. Before any disciplinary action is taken on a complaint which affects a staff member, other than an MUI, the staff member will be given an opportunity to respond to the complaint and/or request that additional action be taken by the administration with respect to that complaint.
- B. A staff member may file a grievance about the disposition or action taken on any complaint under the grievance procedure of this Agreement.

ARTICLE 16. Discipline and Due Process

- A. No staff member will be disciplined except for just cause.

- B. Disciplinary action will be progressive and commensurate with the staff member's offense, it being understood that certain offenses may lead to immediate dismissal as indicated by this Article and the Employee Handbook.
- C. A supervisor may issue a verbal or written warning after conducting an investigation but without conducting a pre-disciplinary hearing. No verbal warning or written warning will be effective for more than 2 years. A staff member may utilize the Article 7. Grievance Procedure to resolve any issue related to a verbal or written warning. Staff members may attach a written response to the written warning that will be kept in their personnel file. No written record of a verbal warning will be kept in the staff member's personnel file. The Association President will be provided a copy of all written warnings.
- D. Discipline must be preceded by investigation, completion of the due process procedure, and the establishment of just cause.
- E. If a staff member is to be suspended prior to the final determination of any disciplinary matter, said suspension will be with pay, except if the suspension is due to certification or licensure issues.
- F. No staff member will be disciplined without first having been given due process in accordance with the following procedure:
1. Notice of allegations and conference - A written notice setting forth the specific allegations which, if substantiated could result in disciplinary action, will be sent to the staff member and Association President by regular, hand delivered, or certified mail. Said notice will include the time and place of the conference to discuss said allegations.
 2. Conference - The conference to discuss the allegations will be attended by the staff member, the staff member's Representative(s), the administrator making the allegations, and the administrator sending the notice of allegations. Said conference will be held no sooner than five days nor later than ten days following the staff member's receipt of the notice of allegations or at a time and place mutually agreed upon by the parties.
 3. The staff member will be permitted to cross examine any witnesses making statements contrary to his/her interests and to present any testimony, including witnesses, which may help his/her case.
 4. The staff member will be permitted to tape any disciplinary conference.
 5. Notification of disposition - The staff member and the Association President will be notified in writing immediately by regular, hand-delivered, or certified mail of the disposition of the matter within five days.
 6. Allegations concerning related incidents that occur within 45 calendar days of each other may be combined into one notification, conference and disposition. Separate

notices, conferences and dispositions will be required for incidents that are unrelated, unless agreed upon by the Association and the CCBDD.

ARTICLE 17. Position Descriptions

- A. All current bargaining unit position descriptions are available on a shared directory.
- B. The Association President will receive notification of any new positions and a copy of the working position description at the date of posting.
- C. The CCBDD will be permitted to unilaterally change items of the position description which involve organizational structure (i.e., Division, Title of Immediate Supervisor, Others from Whom Directions are Received, and other references within the position description to organizational structure, as above) and changes in position specifications such as knowledge, skills, and abilities to perform work, position qualifications, etc.
- D. Any change in position qualifications not mandated by a change in state certification requirements will not be applied retroactively. The CCBDD will provide notice of 10 workdays prior to implementing changes.
- E. If the Association believes that a change to a bargaining unit position description impacts on wages, hours, or working conditions, the Association can request to bargain and the CCBDD agrees to bargain the change using the Mid-Term Bargaining Procedures.
- F. The CCBDD agrees that it will not implement any significant change to the duties identified in a bargaining unit position description without prior discussion with the Association. If requested, any significant change, except a change mandated by Federal or State authority, will be delayed at least 30 calendar days if the Association requests to negotiate the change. The 30 calendar days will begin at the time the CCBDD provides written notice to the Association President.
- G. The CCBDD agrees that any change to a position description will be reasonably applicable to the position. No changes will be made for reasons which are arbitrary and capricious.

ARTICLE 18. Professional Growth/Performance Review

- A. The staff member's current position description will be the basis for the Professional Growth/Performance Review (PGPR).
- B. There will be at least one PGPR each year for the first three years of a staff member's employment. Beginning in the fourth year of employment, a staff member will have a PGPR every three years. A supervisor may conduct a PGPR in those years that a staff member is not scheduled for a PGPR. A staff member may request an annual PGPR. The PGPR will include a conference with the supervisor.
- C. A PGPR includes review of any item(s) contained in a staff member's position description.
- D. Staff members will be notified of a performance deficiency within five days of the PGPR. The supervisor will indicate remedial solutions and specific assistance that will be

provided. A re-evaluation of the deficiency area will occur within 90 workdays of the notification. After re-evaluation of the deficiency area, if the deficiency is again indicated and the supervisor indicates that the staff member's overall job performance is unacceptable, a non-probationary staff member may be subject to dismissal under Article 16. Discipline and Due Process and Article 12. Probationary Periods/Non-Probationary Staff.

- E. If a supervisor indicates that a non-probationary staff member has an area of deficiency, the staff member may request a hearing to review his/her performance. The appropriate administrators will attend the hearing and the staff member may present evidence to dispute the indicated deficiency(s). If the dispute cannot be resolved, the staff member may grieve the appraisal, and in arbitration contest the evaluation system, as well as the appraisal.
- F. Upon notification from their supervisor, staff members are required to provide a written self-assessment (Appendix B. ACCESS-CCBDD Professional Growth/Performance Review Self Assessment Form) to their supervisor with 10 days. The supervisor will respond to the self-assessment through written comments within 10 days. It is suggested that each self-assessment review annual goals, list accomplishments for the past year, including any professional growth activities, identify any support from the supervisor or CCBDD needed to improve quality of services, and suggest annual goals for the next year. Self-Assessment forms will be filed in the staff member's personnel file.
- G. Staff members are required to sign the Professional Growth/Performance Review document (Appendix B). They will have the opportunity to note whether or not they agree or disagree with the review.

- H. Effective July 1, 2013, staff members whose positions require an Ohio Department of Education (ODE) certificate/license and who spend at least 50 percent of their time providing student instruction will be evaluated under the requirements of the ODE Ohio Teacher Evaluation System (OTES).
 - 1. The Association and the CCBDD agree to bargain the evaluation tool to be used.
 - 2. The Association and the CCBDD agree to bargain the terms and conditions and effects of OTES.

ARTICLE 19. Vacancies

- A. Staff members will be notified of vacancies of permanent bargaining unit positions. Information about vacancies will be available on the CCBDD website. Staff members will also be notified of vacancies of temporary positions in the bargaining unit of 60 days or more.
- B. Staff members may file an ACCESS Assignment Preference/Registration Form (Appendix C) to notify CCBDD of their interest in positions and assignments. These requests will be considered prior to making decisions. ACCESS Assignment Preference/Registration Forms may be filed at any time and will be retained for a one year period.

- C. The Association President will be notified of any separation from a bargaining unit position within 5 days of occurrence. Postings of vacancies will be provided electronically to the Association President.
- D. Available positions will be posted for a minimum of five working days. Newly created bargaining unit positions will be posted for a minimum of ten working days. All postings will include the position title, location, whether the position is full- or part-time and the closing date of the posting.
- E. Vacancies will be filled on the basis of experience, qualifications, attendance, length of service in the program, and ability to perform the work. The CCBDD will give preference to promoting staff members, but retains the right to hire outside applicants based upon the above criteria.
- F. Staff members will receive written notice of the CCBDD's decision on the staff member's application for the vacancy.
- G. Upon request of the staff member, a conference will be held with the Director of Human Resources and/or his/her designee and reasons for CCBDD's decision will be furnished.

ARTICLE 20. Subcontracting

- A. The CCBDD will consider utilizing its Repairpersons or other Operations Department staff members to control the increase in expenditures on subcontracting. Consideration will be given to cost of repair, the availability of the worker with the skill to perform the job, the time needed to complete the job (if time is of the essence), and any special need such as licensure or certification.
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- B. The CCBDD will not subcontract work currently being performed by members of the bargaining unit if the result of such action would be a layoff of member(s) of the bargaining unit.
 - C. Supervisors will provide information on subcontracting upon request.
 - D. CCBDD activities related to subcontracting of services will be a standing agenda item for the Labor-Management Committee, as described in Article 6. Labor-Management Committee.

ARTICLE 21. Layoff Procedures

- A. The Superintendent will determine the necessity of layoffs in accordance with the criteria of Civil Service laws and rules and will provide 21 calendar days notice to the Association and at least seven calendar days notice to the staff member. Notice will be hand delivered or sent by regular or certified mail.
- B. Seniority will be determined by continuous length of service as a full-time or permanent part-time or substitute staff member, including approved leaves of absence, or while on the layoff recall list, from the date of hire. Such hire date will be the original hire date of the staff member. If a staff member resigns and is rehired by the CCBDD, seniority will be counted from the date of rehire following resignation. If two or more staff members have

the same seniority by virtue of the first date of work, then seniority will be determined by:
1. date of appointment; 2. return date of application.

If the "date of appointment" and the "return date of application" are not available for a staff member, or if two members have identical dates, the date on the staff member's application will be used as the tie-breaker for determining seniority. If none of the above breaks the tie, the higher number Social Security Number (last four digits) will be the tie breaker.

- C. All layoffs will be according to positions and seniority.
- D. Bumping will be permitted between positions for staff members hired before September 1, 1997, so long as the staff member possesses the proper certification and qualifications, as stated on the position description, as of the date of the layoff notice, and is more senior, and
 - 1. If the staff member is qualified for the position as of the date of layoff and has worked in the position within the past 10 years, he/she may bump a less senior incumbent, or
 - 2. More senior staff members in the following positions may bump staff members in the following positions:

<u>More Senior Staff Members in These Positions:</u>	<u>May Bump:</u>
Custodian/Repairperson and Repairperson	Custodian and Custodian Part-Time
Early Childhood Intervention Specialist and School-Age Behavior & Curriculum Intervention Specialist	Intervention Specialist and Paraprofessional
Intervention Specialist	Paraprofessional

- E. The CCBDD will not hire anyone for a bargaining unit position as long as there is a staff member on the recall list eligible per Section D, above, to fill the bargaining unit position.
- F. A staff seniority list will be provided to the Association President upon request. A list of those staff members being considered for layoff will be given to the Association President at least 21 calendar days prior to any action to lay off staff members.
- G. Those staff members laid-off will constitute the recall list for purposes of returning to the bargaining unit in a position for which they are, or become, certified, when positions are available, and will remain on the recall list for a maximum of two years from the effective date of layoff.

Staff members will be recalled according to seniority. Staff members will be notified by certified mail of recall to a position and will have seven calendar days from the date of receipt of the notice to accept or reject the recall notice. If recalled to either a permanent or temporary position (at least 120 days duration) in the same position with the same or greater work year is rejected, the staff member will be removed from the recall list.

If a staff member accepts recall to a permanent or temporary position of less than 120 days, his/her placement on the recall list will be extended by the amount of time worked in the temporary position.

- H. When a staff member is laid off and bumps into another position, that staff member will be given first option for any open assignment in his/her former position.
- I. Layoffs will be made in the following order and according to seniority:
 - 1. Staff members with temporary appointments;
 - 2. Probationary permanent staff members in affected position(s);
 - 3. Non-probationary permanent staff members in affected position(s).

ARTICLE 22. Assignment and Transfers

- A. The CCBDD will maintain its staffing plan for the bargaining unit on the computer system which will be accessible to the Association's Representatives. The staffing plan will consist of the number of authorized positions, whether open or filled, for each position by location assignments. The staffing plan, when adjusted, will indicate the former authorized numbers of authorized positions as well as the newly-authorized number. The staffing plan will be made accessible to the Association by October 1st, of each year. Whenever the staffing plan has been changed officially, the Association will be notified in writing.
- B. Assignments for Flex Staff
 - 1. The ACCESS Assignment Preference/Registration Form will be available on the Infonet. Staff members will be permitted to file this form and have the information retained for one year after the date filed. Managers making decisions on assignments and transfers will give consideration to ACCESS Assignment Preference/Registration Forms which have been filed within one year. Forms may be filed at any time.
 - 2. Those persons making assignment decisions will consider the desires of the staff member(s), seniority, knowledge, skills and abilities pertinent to the assignment, performance, and the number of past changes in assignment.
 - 3. Assignment decisions will not be arbitrary or capricious.
 - 4. If a staff member requests a conference with an administrator to discuss a change in an assignment, the conference will be held within 2 weeks.
 - 5. Staff members will receive notification of their annual salary by January 7th of each year of the Agreement.
 - 6. If an open assignment occurs due to a leave of absence of 60 days or more, a termination or resignation, or a new position is authorized, a transfer or reassignment may occur if the staff member, the Association, and the CCBDD concur.

- C. Involuntary Transfers: Staff members who are being involuntarily transferred will be informed by their immediate supervisor 10 days prior to the effective date of the change, except for temporary transfers or emergencies.
- D. Rejection of an Assignment or Transfer
 - 1. If the staff member rejects a transfer or assignment but wishes to continue in employment, he/she will notify the Director of Human Resources within five days of notification.
 - 2. The staff member will have the right to confer, and may be accompanied by an Association Representative, with the Director of Human Resources prior to final acceptance or rejection of a transfer or an assignment. The staff member must make a request within ten days of receipt of a transfer or an assignment in order to have a conference pursuant to this section.
 - 3. Should a staff member reject a transfer or an assignment an effort will be made to reach a mutually agreeable solution which will allow for continued employment. Final rejection of a transfer or an assignment may be considered a resignation.
- E. Operations Department staff members may be transferred to another facility, either on a temporary basis not to exceed 10 days, or on a permanent basis. Such transfers will be based on operational needs.
- F. Resignations: All resignations will be submitted in writing to the Director of Human Resources.

ARTICLE 23. Assignment Restrictions

- A. A manager or supervisor will not be assigned as the immediate supervisor of a staff member who is a relative.
- B. Staff members will not be assigned to provide any direct services to a consumer who is a relative unless the situation is reviewed and approved by the CCBDD Compliance Officer.
- C. A relative will include all parents, spouses, children, brothers and sisters; also grandparents, parents in-law, brothers or sisters in-law, and the spouse's grandparents, as well as aunts, uncles, first cousins, nieces, and nephews of either the staff member or the staff member's spouse.

ARTICLE 24. Days and Hours of Work

- A. Work Year: During the term of this Agreement, the work year will transition from a school year (September 1st to August 31st) to a calendar year (January 1st to December 31st). August 26, 2012, to December 31, 2012, will be the transition period. From January 1, 2013, forward, the contract year will follow the calendar year.

B. Days and hours of work: Flex Staff (the following positions are Flex Staff)

Assistive Technology Specialist	Physical Therapist
Developmental Specialist	Physical Therapy Assistant
Early Childhood Intervention Specialist	School-Age Behavior & Curriculum Intervention Specialist
Equipment Assistant	Sign-Language Interpreter
M.O.V.E. Training & Intervention Specialist	Speech-Language Pathologist
Occupational Therapist	
Occupational Therapy Assistant	

1. For the period August 26, 2012, to December 31, 2012, full-time Flex Staff will work 602 hours (86 days at 7.00 hours per day).
 2. Beginning January 1, 2013, full-time Flex Staff will have a work year (regular hours) consisting of 1,820 hours (260 days at 7.00 hours per day).
 3. Beginning January 1, 2015, full-time Flex Staff will have a work year of 1,885 hours (260 days at 7.25 hours per day).
 4. Flex Staff on active status will have the following paid holidays: Martin Luther King, Day, Presidents' Day, the Friday before and the Monday after Easter, Memorial Day, Independence Day, Labor Day, the day before, after and including Thanksgiving Day, and six days for winter break, including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
 5. Flex Staff will not be required to provide services before 7:00 a.m. or after 8:00 p.m.
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6. The work day will include 30 minutes of unpaid lunch break.
 7. Flex Staff will not be required to work on Saturdays or Sundays.
 8. Work From Home Regulation
 - a. Purpose: Flex Staff may have the option of working from home so that they may be more productive and efficient in their workday. This permits a staff member to schedule meetings and home visits in an efficient and productive manner to reduce both business and personal travel time.
 - b. Work From Home: Work from home will be permitted with the approval of the immediate supervisor. Staff members wishing to utilize the work from home option may work a maximum of 40 hours per month with a limit of 6 hours in any day. Supervisory approval to work from home should not be viewed as a staff member's entitlement and it will be granted based on factors such as the individual staff member's ability to demonstrate that work from home will increase productivity and efficiency. In the event of a calamity day, a staff member may work his/her entire workday at home.

- c. Safe Work Place: Staff members who work from home must maintain a safe work place at home that meets CCBDD standards. An accident at home during CCBDD work time may be sufficient cause to restrict work at home activities. All other CCBDD policies related to a safe work environment and working conditions apply.
 - d. Confidentiality: Staff members who work from home must follow all CCBDD policies in regard to maintaining confidentiality of information of persons for whom services are provided.
 - e. Voice Mail: Staff members who work from home will check email and voice mail regularly throughout the workday per department procedures.
 - f. Staff members will indicate all hours worked from home. Hours will be recorded daily.
 - g. Other conditions:
 - 1) While a staff member works from home, he/she cannot perform other domestic duties or childcare.
 - 2) CCBDD will not be responsible for any home office expenses such as rent, utilities, or for any liability other than Worker's Compensation.
 - 3) Work at home must not involve any client, advocate, service provider or other person being present at your home for business during work time during from home.
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C. Days and Hours of Work: Non-Flex Staff

- 1. For the period August 26, 2012, to December 31, 2012, full-time Administrative Assistants will work 602 hours (86 days at 7.00 hours per day).
- 2. Beginning January 1, 2012, full-time Administrative Assistants will have a work year of (regular hours) consisting of 1,820 hours (260 days at 7.00 hours per day).
- 3. Beginning January 1, 2015, full-time Administrative Assistants will have a work year of 1,885 hours (260 days at 7.25 hours per day).
- 4. Administrative Assistants on active status will have the following paid holidays: Martin Luther King Day, Presidents' Day, the Friday before and the Monday after Easter, Memorial Day, Independence Day, Labor Day, the day before, after and including Thanksgiving Day, and six days for winter break, including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- 5. Administrative Assistants, by mutual agreement with their immediate supervisor and the Director of Human Resources, may be permitted to work an adjusted

6. schedule. Hours worked beyond the regular day on an adjusted schedule may be used for release from work up to a full day (per pay period).
 7. The CCBDD will provide at least twenty-one calendar days notice for any change in hours for Administrative Assistants.
- D. Days and Hours of Work: School-Age Satellite staff members see Article 25. School-Age Satellite Program.
- E. Days and Hours of Work: Operations Department staff see Article 26. Operations Department.
- F. Compensatory (Comp) Time
1. With supervisory approval, staff members will be permitted to accumulate up to 200 hours of comp time for time worked in excess of the prorated hours for an attendance period (annual hours divided by 13).
 2. One day notice is required for use of comp time. A supervisor may waive the one day notice.
 3. Staff members will have a rolling balance of comp time not to exceed 200 hours. Payment for up to 200 hours of comp time will be made at termination of employment.
- G. Special Olympics: Staff members on official assignments for Special Olympics will receive one of the following one-time payments:
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1. Their hourly rate of pay per day, or comp time, at the staff member's option, but not less than \$80.00; or,
 2. One and one-half times their hourly rate of pay for hours worked beyond their regular hours, if overnight is required.

ARTICLE 25. School-Age Satellite Program

- A. Days and Hours of Work: School-Age Satellite Program
1. Intervention Specialists and Paraprofessionals assigned to CCBDD satellite units at public schools will work the days and hours of work for their positions in their school/public school district, not to exceed 186 days per year for Intervention Specialists and 184 days per year for Paraprofessionals.
 2. CCBDD Satellite staff will attend all Cleveland Metropolitan School District (CMSD) staff development days, not to exceed a total of 4 days.
 3. Staff members will be granted up to 3 hours of comp time/pay per student for the completion of statewide assessments (alternate assessments).

- B. Individual Service Provider Ratio (Class Size): The CCBDD agrees that the determination of individual service provider ratio will be in compliance with the Ohio Department of Education operating standards for Ohio agencies serving children with disabilities assuring free appropriate public education (FAPE) in the least restrictive environment.
- C. Student Folders will be maintained in accordance with CMSD policy.
- D. Ill Students procedures will be maintained in accordance with CMSD policy.
- E. Planning Time
 - 1. Intervention Specialists will schedule no less than two and one-half hours per week for planning time, to be approved by the assigned supervisor.
 - 2. Intervention Specialists may schedule planning time during no more than one-half of the time per week that their students are scheduled for instruction by any related services staff member.
 - 3. Intervention Specialists will include such planning time in their weekly lesson plans.
 - 4. Staff members may, upon approval of the or assigned supervisor be granted additional release time for: preparing IEP alternate assessments, progress reports; student evaluations; material preparation; lesson planning; curriculum development; interdisciplinary meetings; meetings regarding Behavior Management; statewide assessments; M.O.V.E. assessments; and/or other activities as approved by the assigned supervisor.

 - 5. The assigned supervisor will request a substitute for IEP planning and alternate assessments, if needed.
- 2. Curriculum Planning
 - 1. Planning of individual student curriculum will be the responsibility of the Intervention Specialist. Upon approval of the assigned supervisor, other staff, involved in the maintenance and/or implementation of a student's program, may be asked to give input and/or attend team meetings.
 - 2. The assigned supervisor will make arrangements for a substitute with the Human Resources Department. Staff members will direct their requests to the CCBDD absentee line.
 - 3. Conferences will be conducted consistent with all applicable federal and state statutes, including but not limited to, the Ohio Department of Education Rules for Education of Handicapped Children, the Ohio Department of Developmental Disabilities Rules governing the County Board of Developmental Disabilities and, the admission procedures of the Cuyahoga County Board of Developmental Disabilities.

3. After-hours supervision will follow the CMSD protocol as administered by principal(s) on site.

ARTICLE 26. Operations Department

- A. The work week for full-time Operations Department staff members will consist of 40 hours per week. Staff members will not be required to work more than eight consecutive hours per day, including 30 minutes of paid lunch time and 15 minutes of break time daily. Part-Time Custodians will work 20 hours per week without any paid break time.
- B. Hours of work will not begin before 5:30 a.m. nor end after 7:00 p.m., except for staff members assigned to the Transportation Services Center.
 1. Any change from these hours in excess of two hours before or two hours after scheduled time will occur only for emergencies or by mutual agreement between the staff member and his/her supervisor. The Association President will be notified of any changes in hours that exceed one week.
 2. An Operations Department staff member will be paid overtime at the rate of one and one-half times his/her regular rate of pay for actual hours worked beyond 40 hours per week.
 3. Operations Department staff members will be paid overtime at the rate of one and one-half times their regular rate of pay for snow removal for hours worked beyond 8 hours per day.
 4. Operations Department staff members will be paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked on Saturdays and Sundays.
 5. If Operations Department staff members are called back to work from home on a regularly scheduled workday in which they have actually worked their current scheduled hours for that day, they will be paid overtime pay at the rate of one and one-half times their regular rate of pay for all hours worked after the call back with a guaranteed two hour minimum compensation. In addition, they will receive the CCBDD current mileage rate for their mileage on their second trip in the same day to a CCBDD work site and the return trip home.
 6. There will be a guaranteed two hour minimum compensation for all building checks. In addition, staff members required to make building checks will receive the CCBDD current mileage rate for their mileage to a CCBDD work site and the return trip home.
- C. Vacation
 1. Current Operations Department staff members will be entitled to paid vacation per Article 32. Vacation Leave.

2. Preference for vacation scheduling will be based on seniority according to years of continuous service with the CCBDD.
3. Request for vacation leave must be made at least one week in advance on the ACCESS-CCBDD Leave Form (Appendix D) and approved by the supervisor. Unused vacation leave may be carried over for a period not to exceed three years from date earned. Vacation leave may be denied for operational purposes.
4. In January of each year, the CCBDD will schedule a vacation leave bid for Operations Department staff. Each staff member may request up to 2 weeks of vacation for any week of the year. If more than one staff member makes a request for the same week, the higher senior staff member's request will be approved. Vacation leave approved at the annual bid will not be cancelled.

E. Holidays

Staff members on active status will have the following holidays: Martin Luther King Day, Presidents' Day, the Friday before and Monday after Easter, Memorial Day, Independence Day, Labor Day, the day before, after and including Thanksgiving Day, and 6 days for winter break, including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

1. Each staff member will receive his/her actual daily rate of pay for the above-noted holidays that occur during the regular work week. If a staff member works all or a portion of a holiday, he/she will receive additional pay as follows:
 - a. Time and one-half pay for all work on a major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day). No overtime premiums for work over eight hours will be paid.
 - b. Straight time for work on the other holidays.
 - c. If a staff member is required to work on a holiday which occurs on a weekend (e.g. Independence Day), the staff member will receive two and one-half times rate of pay for hours worked.
2. A staff member must be on active status for the day before and the day after the holiday or holiday period in order to be paid for the holiday.

ARTICLE 27. Emergency Facility Closing (Calamity Day)

- A. If any or all facilities are to be closed on a regularly scheduled day of services due to weather or other emergency to be determined solely by the Superintendent, all staff members will be notified via the automated phone notification system.
- B. If the Superintendent determines that all CCBDD sites are to be closed, all staff members, except members on extended leaves of absence or unpaid scheduled absences, will receive their regular pay for the day.

If, however, the Superintendent determines that one or more Operations Department staff members are needed to report to work, those staff members will be notified and will earn double comp time for hours actually worked (with a minimum of two hours) to the nearest half-hour on those days, to a limit of 5 days per year.

- C. If one or more, but not all, CCBDD sites are closed, the following will apply:
1. Non-Flex Staff, assigned to a closed site will receive a regular day of pay. If a Non-Flex Staff member had scheduled personal leave or vacation leave, he/she will be credited with an additional personal leave day or vacation leave day as an offset.
 2. Flex Staff have the option of using comp time, flex time, vacation leave, or working from a different site.
 3. Operations Department staff members will be required to report to work unless notified not to report by their supervisors.
 4. Staff members will be paid for up to five calamity days per year. Any calamity days in excess of five days will not be paid unless the time is made up by using personal leave or comp time.
 5. Staff members on unpaid leaves of absence will not be paid for a calamity day. Staff members using scheduled sick leave or paid leave other than personal leave will not be credited with the calamity day.
- D. Staff members assigned to the School-Age Satellite Program will be required to follow the emergency closing procedures for their site(s). If the staff member is unable to report to work, he/she will have the option of using an emergency personal leave or comp time.
- E. If one or more CCBDD facilities are closed for an extended period of time due to an emergency the following will apply:
1. Up to 5 days that staff members are unable to work will be paid work days.
 2. If the CCBDD is permitted to operate any of its facilities or other services, it will permit as many staff members as reasonable to work. The staff members will be paid their regular rate of pay for days worked.
 3. If staff members are unable to work during an extended emergency closing, they may use their sick leave, (if they are sick), vacation leave, or personal leave. If they do not have any appropriate paid leave, the CCBDD will provide up to 20 paid days at 70% pay.

ARTICLE 28. Recording Hours Worked

- A. All staff members are required to record their time daily (sign in/sign out) on a format as directed by the appropriate supervisor.

- B. Additionally, if directed by the building manager , staff members are may be asked to sign in and out when working at some CCBDD locations.

ARTICLE 29. Calling In Absent

- A. Any staff member who plans to be absent from work must call CCBDD Central Office. A staff member must give his/her name, location of employment, and reason for absence.
- B. Flex Staff will notify their supervisor and Central Office when taking unplanned flex time of four hours or more.
- C. Flex Staff will call Central Office and their supervisor to report any unscheduled absence that is to be recorded as sick leave or emergency personal leave.
- D. School-Age Satellite Staff must call Central Office and their supervisor at least one hour before their start time.
- E. Custodial Staff must call the Custodial Substitute Line by 5:30 a.m., and Central Office by 6:00 a.m.
- F. Repairpersons and Head Custodian/Repairpersons must call Central Office and their supervisor at Operations by 6:00 a.m.

ARTICLE 30. No-Fault Attendance Policy

- A. Except as provided in Sections C and D, below, an attendance violation occurs whenever either of the following situations arises:
 - 1. An unpaid absence of one-half day or more without authorized leave, or
 - 2. Two failures to call in an absence by the required time for the staff member's position (Article 29. Calling in Absent).
- B. Consecutive absences will be counted as a single occurrence.
- C. Staff members have the option to use sick leave, comp time, personal leave, or unpaid leave to attend a funeral of a member of his/her immediate family. If a staff member elects not to use sick leave, it will not count as an attendance violation. An election to use sick leave may not be changed unless the staff member has insufficient sick leave accumulated at that time to cover the absence. The staff member will be permitted to use other accumulated paid leave under those circumstances.
- D. Any absence due to FMLA or any approved leave of absence will not count as a violation.
- E. The sequence of penalties in any 12-month period, or a period adjusted per Section F.1, below, will be as follows:

First violation: Written warning
Second violation: One day suspension

Third violation: Three day suspension
Fourth violation: Termination

1. A third violation will be in effect for 12 months beyond the effective date of the third violation.
 2. There will not be any variations of the above sequence.
- F. A pre-disciplinary "right to respond" conference will be held with at least 48 hours notice to the staff member prior to any penalty (second, third and/or fourth attendance violations) per Section E, above.
- G. The Association President will receive copies of all notices, decisions and all written warnings issued per this policy.
- H. "Reasons" for any absence or failure to call timely will not be considered in determining attendance violations.
- I. No violation per this policy will be counted towards the three major violations which result in possible termination per the Employee Handbook.
- J. If for four working months after a violation, a staff member has perfect attendance, one attendance violation will be removed from the staff member's record. The four months may be any four consecutive, working calendar months. With proper notice per the ACCESS-CCBDD Leave Form (Appendix D), vacation leave, personal leave, professional leave, comp time, court leave, and funeral leave will not be counted against perfect attendance.

ARTICLE 31. Attendance Incentive Bonus

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- A. During the period September 1, 2012 to December 31, 2013, attendance bonuses may be earned by staff members if the following occurs:
1. The staff member is on active status for all the workdays of any of the following attendance periods:

September – October	January – February	May – June
November – December	March – April	July – August
 2. The staff member is scheduled to work at least 184 days per contract year and meets the attendance criteria noted below:
 - a. 0 absences, 0 tardies in an attendance period = \$80 bonus for the period.
 - b. 0 absences, less than 3 tardies per contract year = \$100 bonus for the year.
 3. The staff member is scheduled to work less than 184 days per contract year and meets the attendance criteria noted below:
 - a. 0 absences, 0 tardies in an attendance period = \$40 bonus for the period.
 - b. 0 absences, less than 2 tardies per contract year = \$50 bonus for the year.

4. Additionally, School-Age Satellite Staff members who work in positions requiring a daily substitute, who have 0 absences per contract year will earn a \$100 bonus, in addition to the above year-end bonus.
 5. School-Age Satellite Staff will earn the attendance bonus for up to the first 5 attendance periods noted above.
- B. With proper notice per the ACCESS-CCBDD Leave Form (Appendix D), vacation leave, personal leave (three days notice), professional leave, scheduled comp time, court leave, and funeral leave will not be considered absences for the purpose of determining perfect attendance. Emergency personal leave days will disqualify a staff member for this benefit.
- C. Bonuses will be paid to a qualifying staff member in the staff member's regular paycheck bi-annually, in March and September.

ARTICLE 32. Vacation Leave

A. Vacation Leave Schedule

1. Full-time staff members, as provided in Article 24. Days and Hours of Work and Article 26. Operations Department, will earn vacation leave with pay at their regular rate as follows:

<u>Years of Credited Service</u>	<u>Annual Vacation</u>	<u>Maximum Leave Accumulation</u>
0-7	10 Days	30 Days
8-14	15 Days	45 Days
15-24	20 Days	60 Days
25 or more	25 Days	75 Days

2. "Years of credited service" for staff members hired on or before January 1, 2013, will be calculated as the number of years of CCBDD employment plus years of professional experience credited at the time of hire. Staff members hired after January 1, 2013, will receive credit for state of Ohio service only.
 3. Years of credited service will include CCBDD years when a staff member has worked 1,100 hours or more. Professional service will include whatever pay scale credit that was granted upon hire or any years of professional service in which the staff member has worked 1,100 hours or more.
- B. Staff members must be working in active status to earn vacation leave. Staff members will be credited with their entire annual vacation leave to be earned in the year as of January 1st each year. If the staff member's 8th, 15th or 25th anniversary occurs during the year, he/she will be credited the additional 5 days of leave as of January 1st. The staff member will not earn the extra week until the anniversary date. Staff members will not be permitted to accumulate vacation leave in excess of the amounts permitted per Section A, above. A staff member will be credited with less than the full amount of annual vacation leave to be earned if the amount to be credited on January 1st would result in a total accumulation

greater than the maximum permitted. The amount not credited will be lost to the staff member. Permanent part-time staff members working 5 days per week will receive a proportionate amount of vacation leave.

- C. If a staff member is newly hired during the year, he/she will receive a proportionate amount of vacation to the nearest one-half day credited at time of hire. A staff member without prior service credit may not use vacation for his/her first 2 months of employment.
- D. If a staff member resigns or is on unpaid status during the year, a proportionate amount of vacation leave will be deducted from his/her vacation leave account. If a staff member does not have sufficient vacation leave accumulation or resigns so that he/she did not earn a sufficient amount to cover the vacation leave used, his/her pay will be docked, or if pay is insufficient, the staff member will be required to repay the CCBDD for any overage.
- E. If a staff member resigns in an anniversary year (8th, 15th or 25th year) and does not work up to the anniversary date, 5 days will be deducted in addition to whatever amount is deducted from his/her vacation leave account per Section D, above.
- F. Staff members will receive pay at current rates of pay for any unused vacation leave at the time of separation. In case of death of a staff member, any unused vacation leave will be paid in the final check and will be payable to the decedent.
- G. Vacation leave requests require at least one week's notice. CCBDD reserves the right to waive the notice requirement. Vacation leave requests may be denied due to operational concerns.

ARTICLE 33. Sick Leave

- A. Full-time staff members will earn 12 sick days per year, if on active status the entire year. Part-time staff members will earn a pro-rated portion of the 12 days rounded up to the nearest half-day. Sick leave may be accumulated without limit.
- B. Full-time staff members newly-hired into the bargaining unit effective September 1, 2009, and thereafter will earn 9 sick days per year if they are full-time for their position. Part-time staff members will earn a prorated portion of this amount.
- C. All staff members on active status will be credited with their entire annual sick leave earned amount in one-half day increments as of the first day of the contract year. Staff members hired during the contract year or returning from unpaid leaves of absence will receive a prorated portion of the full amount on their first day of work during the contract year.
- D. A staff member who takes an unpaid leave of absence will have a prorated share of annual earned sick leave deducted from his/her accrued sick leave total. If a negative balance occurs, that amount will be deducted from the next paycheck or repaid to the CCBDD by the staff member.
- E. Staff members who terminate their employment during the contract year will have a prorated share of their annual sick leave earnings deducted from their accrued sick leave

total. If a negative balance occurs the amount will be deducted from the final paycheck or will be repaid to the CCBDD by the staff member.

F. Staff members will be paid at their current hourly rate for their initial 8 days of sick leave use in the contract year. For the 9th sick leave day used and thereafter, to a limit of 2 days per year, staff members using sick leave without medical documentation for non-FMLA related purposes, will be paid at the rate of 75% of their current rate. All other sick leave will be paid at 100% of the employee's hourly rate. Funeral leave days will be excluded in counting the initial 8 days of the use per year as well as any additional sick leave use.

G. Staff members may access their sick leave balance as directed.

H. When sick leave is used by full-time staff members or part-time staff members who work full days, it will be deducted as follows:

Absence of 0-50% of daily work hours	=	½ sick leave day
Absence of 51-100% of daily work hours	=	1 sick leave day

I. Sick leave is intended to provide a benefit against lost wages and is not intended to supplement holidays, vacation, or personal leave. Staff members should use this benefit for appropriate reasons, as follows:

1. Illness or injury of the staff member;
2. Illness or injury of a member of the staff member's immediate family when the staff member's assistance is reasonably necessary;
3. Exposure of the staff member or member of his/her immediate family to a contagious disease which could be communicated to other staff members or students;
4. Death of a member of the staff member's immediate family;
5. Medical, dental, or optical examinations or treatment of staff member or a member of the his/her immediate family;
6. Injury, illness, or disability related to pregnancy, childbirth, and/or related medical conditions;
7. Absences due to pregnancy;
8. Up to 90 days may be used for child-rearing of a newborn infant or a newly-adopted child. If the CCBDD employs both parents, only one parent will be permitted to use sick leave at one time.

J. Immediate family, for use of sick leave, will be defined as spouse/domestic partner, daughter (in-law), son (in-law), father (in-law), mother (in-law), grandchild, grandparent (in-law), brother (in-law), sister (in-law), legal guardian or other person who stands in the place of a parent (in loco parentis), or others living in the staff member's household who are related through blood or marriage.

Sick leave may also be used for the immediate family of a staff member's domestic partner. (See Infonet for definition of "domestic partner")

K. Up to 5 days of sick leave may be used for funeral leave for members of the immediate family as defined in Section I, above.

- L. Staff members must file an ACCESS-CCBDD Leave Form (Appendix D) as directed.
- M. Staff members may be paid at 75% of their daily rate for up to three days for unused sick leave per contract year if:
 - 1. The staff member is scheduled to work 260 days and does not take any unpaid leaves of absence, and
 - 2. The staff member has three or fewer days of sick leave.
 - 3. The staff member retains a sick leave balance of at least 25 days after the transaction.
- N. If a staff member uses sick leave on the day before or after a holiday he/she may be required to submit a physician's statement. Failure to comply with this provision may subject the staff member to the discipline and due process provision in Article 16. Discipline and Due Process. Staff members who report to work but are sent home due to illness by their supervisor will not be required to comply with this provision.
- O. A staff member who uses 8 or more non-FMLA or non-medical leave days in a contract year may be required to meet with his/her supervisor and a CCBDD attendance officer to review his/her attendance and sick leave usage. If such a meeting is scheduled, the staff member must attend. An Association Representative will be required to be present at the meeting.

ARTICLE 34. Sick Leave Bank

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- A. In the event of a catastrophic terminal illness or life-threatening injury to the staff member or member of his/her immediate family, which is documented to the satisfaction of the Director of Human Resources or his designee and the Association President, sick leave transfers in accordance with this article will be permitted.
 - B. Those persons eligible to transfer sick leave (transferors) will include any administrator or staff member who has 20 days of sick leave accumulated prior to the transfer.
 - C. Transferors may be permitted to transfer up to three days per year, in half day increments but may make only one transfer to one person per year.
 - D. Sick leave days received in the transfer will be converted in value to the transferee's daily rate.
 - E. Transferees must exhaust all their own sick leave, personal leave, and vacation leave prior to receiving transferred sick leave. Staff members must also exhaust their disability pay before applying for sick leave bank, if they are eligible per Article 64. Disability Pay.
 - F. The transferee may not receive sick leave that would exceed 70% of his/her regular workdays in any pay period.

- G. In any contract year, the transferee cannot receive total transferred sick leave in excess of six times his/her normal days in a regular bi-weekly pay period.
- H. The staff member will be continued on health care benefits for the period during which they are receiving transferred sick leave. Continued payment for benefits will then be determined per Article 63. Insurance.
- I. All transfers will be documented in writing on the CCBDD Sick Leave Transfer Form (Appendix E).
- J. All matters pertaining to the medical information of the transferee and other matters relating to the transfers will be kept confidential to the extent possible.

ARTICLE 35. Family and Medical Leave Act (FMLA)

- A. Staff members who have been employed for 12 months and who have worked 1,250 hours (including paid absences) in the 12 months prior to the date requested are eligible for FMLA leave.
- B. FMLA leave may be used for the following:
 - 1. Birth or adoption of a child and in order to care for such child;
 - 2. Provision of care for a spouse, parent, child under 18, or older child incapable of self-care due to a mental or physical disability, if that person has a serious health condition; and
 - 3. A serious health condition that causes a staff member to be unable to perform the functions of the position. "Serious health condition" is defined as an illness, injury, impairment or a physical or mental condition requiring inpatient medical care or continuing treatment by a health care provider involving at least two office visits. Most common illnesses are not considered "serious health conditions."
 - 4. Military Family Leave:
 - a. Qualifying Exigency Leave: Eligible staff members who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.
 - b. Military Caregiver Leave: Eligible staff members who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or

therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both active duty and reserve components of the Armed Forces.

- C. A staff member requesting FMLA leave must complete and file with the Director of Human Resources the ACCESS-CCBDD Leave Form (Appendix D), and the FMLA Medical Certification Form (located on Infonet). The physician certification on the FMLA form must be signed by both the staff member and his/her health care provider.
- D. If the FMLA leave is foreseeable, e.g. maternity leave, the staff member must file the request form at least 30 days prior to the date of leave. Non-foreseeable leave requests must be filed with the Director of Human Resources as soon as practicable, but no later than the second workday after the staff member returns to work. Failure to file in a timely fashion may result in the denial of FMLA leave.
- E. For all FMLA leaves, a staff member is required to utilize any accumulated paid leave (sick, personal, or vacation) until no more than ten days are accumulated. At that point, the staff member has the option of using paid leave or not.
- F. A staff member is limited to 12 weeks of FMLA leave in any 12 month period. An employee may be eligible for an intermittent work schedule due to reasons qualifying for FMLA leave.
- G. Part-time staff members who do not meet the requirements of Section A of this article should refer to Article 43b. Medical Leave of Absence and the Medical Leave Physician Certification Form (Appendix F).

ARTICLE 36. Assault Leave

- A. A staff member who is physically assaulted or injured as a direct result of an assault while at work will be eligible for paid assault leave.
- B. The staff member will notify, as soon as practicable, the appropriate supervisor, or designee, of an assault. The staff member must need treatment by a physician in order to qualify for assault leave. This treatment must be rendered within 72 hours of the incident or assault leave will not be provided.
- C. The CCBDD will pay for up to five days at full salary commencing with the first day's absence. The leave must begin by the fourth workday following the assault.
- D. Staff members must request assault leave by using the ACCESS-CCBDD Leave Form (Appendix D) and must include a statement from the attending physician stating that the staff member is unable to work. See Work-Related Injuries (Assault) Form (Appendix G).
- E. Assault leave will not be deducted from sick leave.

ARTICLE 37. Personal Leave

- A. Full-time staff members will be granted three unrestricted personal leave days per year. Part-time staff members will receive a prorated portion of the three days rounded up to the nearest half-day.
- B. Staff members will be paid for unused personal leave at the following rate: 1-3 days at \$150/day. Payments will be made within 30 days of the end of the contract year. Personal leave days will not be accumulated from year to year.
- C. Operations Department staff members and Administrative Assistants are required to provide three days notice of personal leave except in the case of emergency. In emergency cases, notice is required at the earliest time possible. Following an emergency personal day, the staff member will submit a leave form within 5 days of return to work.
- D. The CCBDD and the Association agree that staff members celebrating major religious holidays of their own religious group will be given priority on those days for personal leave without limit.
- E. Until January 1, 2014, all staff members must provide at least 3 days notice of personal leave in order for the personal leave to be considered scheduled for purposes of Article 31. Attendance Incentive Bonus.

ARTICLE 38. Court Leave

- A. Staff members will be paid their regular salary or wages during any period for which they are serving on jury duty or are subpoenaed by the county prosecutor.
- B. Court duty absence will not be charged to sick leave, personal leave or vacation.
- C. Staff members will retain all fees which are received from the courts for their services.

ARTICLE 39. Alternative Work Program & Workers' Compensation Hearing Leave

- A. Staff members who are injured at work, and have work restrictions identified by their physician, will be offered the opportunity to participate in the Alternative Work Program (AWP), if there are available alternatives. This offer will be made in writing as soon as possible to the staff member with a copy to the Association President.
- B. The staff member approved for the program will not be eligible for Disability Pay (Article 64) for the 12 weeks that would coincide with the proposed AWP assignment.
- C. The staff member's own position assignment, with reasonable modification and support from co-workers, will be the first choice of assignment. The staff member may receive therapeutic services from the Bureau of Worker's Compensation during the AWP assignment. Other assignments will be considered on a case by case basis.
- D. An AWP assignment will be limited to 12 weeks.

- E. A staff member will be paid at 90% of his/her full rate of pay to a limit of \$1,000 per week and receive full benefits for any actual work time provided in the AWP assignment. If a staff member returns in a part-time AWP assignment, Disability Pay (Article 64) benefits may be combined with full-time rate of pay for actual AWP work. Absences from an AWP assignment will be handled in accordance with federal law and the terms of this labor agreement.
- F. Staff members will be granted Worker's Compensation Hearing Leave with pay for attendance at an administrative hearing in connection with a staff member's Worker's Compensation claim regarding an injury or illness while employed by the CCBDD.

ARTICLE 40. Emergency Release Time

Supervisors may grant non-flexible schedule staff members up to one hour of time released from duty, without docking, in emergency/hardship circumstances. Supervisors will note on the sign-in sheet when release time has been granted. Any release time must be made up within 1 month.

ARTICLE 41. Military Leave of Absence

The CCBDD will grant up to five years unpaid military leave for full-time enlistment in the U.S. Armed Forces. Members of the National Guard or other reserve components of the Armed Forces of the U.S. are entitled to a leave of absence without loss of pay for such time as they are on field training or active duty for periods not to exceed 31 calendar days in any calendar year. Staff members must request military leave in writing and submit an order or statement from the appropriate military commander as evidence of such duty.

ARTICLE 42. Professional Leave and Professional Development Reimbursement

- A. To a limit of \$50,000 per year for the entire bargaining unit, staff members will have the option of receiving professional development reimbursement with individual limits as specified below.
 - 1. Staff members may be reimbursed for professional development programs, conferences, or similar activities related to their profession.
 - 2. An individual staff member is limited to \$900 in professional development reimbursement per year. Board policy limits for lodging, meal reimbursements, and travel will apply.
 - 3. Staff members directed by their supervisor to attend specific professional development activities will receive full reimbursement for related expenses, within Board policy limits, and such moneys and days will not be deducted from the limits in Section A.2., above.
 - 4. Webinars that are less than 3.75 hours will not be charged against an individual staff member's professional leave days.
- B. A staff member is limited to 3 professional leave days per contract year.

- C. Staff members must obtain the approval of the department manager and must provide at least one week notice for professional leave (Appendix H. Professional Leave/Professional Development Request Form).
- D. Certificates of completion must be provided for professional development activities, per Section A, above, in order to obtain reimbursement.

ARTICLE 43. Unpaid Leaves of Absence

- A. Any staff member on an unpaid leave will have the option to continue coverage under all health care programs. The staff member will pay the premiums for said coverage, except as provided in Article 63. Insurance.
- B. An approved leave of absence will not constitute a break in service.
- C. All requests for unpaid leaves of absence will be made in writing to the Director of Human Resources. Staff members will provide at least one week notice for all unpaid leaves, except medical leave, which will require a one day notice.

In the event that a staff member or a member of his/her immediate family has a chronic illness, which has been documented prior to the request for an unpaid leave of absence, the staff member will have the one day notice waived.

ARTICLE 43a. Parental Leave

- A. Upon request, a staff member who becomes pregnant or becomes the parent of a newborn or adopted child will be granted a leave of absence without pay for the purpose of child rearing, not to exceed one calendar year. The date of departure and the date of return will be selected by the staff member. The staff member will notify the CCBDD of the due date, the planned date of departure and date of return at least two months prior to the due date. The CCBDD may agree to a return earlier than planned but must receive the request at least one month in advance.
- B. A staff member will return to work immediately following the expiration of parental leave.

ARTICLE 43b. Medical Leave of Absence

- A. Medical leaves of up to 2 years will be approved for serious health conditions as defined in Article 35. Family and Medical Leave Act (FMLA), or to care for a newly-born or newly adopted child or to care for a spouse, parent, or grandparent or child under 18, or older child with a physical or mental disability who is incapable of self-care, such person having a serious health condition as defined in Article 35. Family and Medical Leave Act (FMLA). Leave requests that result from a work injury are subject to the requirements of Article 39. Alternative Work Program & Workers' Compensation Hearing Leave.
- B. Staff members, whether or not they are eligible for FMLA leave, will be permitted to have medical leaves of absence.

- C. The two year limit will include all paid and unpaid leave, whether FMLA leave or not. No leaves of absence beyond two years will be approved.
- D. All requests for medical leaves of absence must be documented. Staff members will use the appropriate form (located on Infonet) and see instructions as indicated on the forms. Requests should be made as soon as possible after the onset of illness/injury in order to provide the maximum notice possible.

Requests for ongoing medical leave, including FMLA, which may require intermittent absences will be re-filed every six months. Requests will include a notice from the physician that the condition is chronic and may require intermittent absences. The staff member should also include a letter requesting unpaid leave and ask that the letter and physician statement be kept on file.

When leave is needed for the chronic condition, the staff member will fill out an ACCESS-CCBDD Leave Form (Appendix D) and indicate in the "reason" section that the leave is related to the chronic condition. A note from the doctor will be required each time unpaid leave related to the chronic condition is taken. When calling in absent for an unpaid leave day related to the chronic condition, the staff member will indicate that the leave is related to the chronic condition.

- E. The minimum leave of absence for all medical leaves of absence will be 5 days except as follows:
 1. Any approved FMLA leave of absence less than 5 days.
 2. An absence due to any chronic illness which is documented in advance of the request to the satisfaction of the Director of Human Resources.

- F. A staff member will not be permitted to obtain full-time employment while on leave granted under this article, unless approved by the Director of Human Resources.

ARTICLE 43c. Unpaid Personal Leave of Absence

- A. The CCBDD may grant a leave of absence without pay upon written request of a staff member for personal reasons for a minimum duration of two days and a maximum duration of up to one year.
- B. A staff member will not be permitted to obtain full-time employment while on leave granted under this article.

ARTICLE 43d. Educational Leave of Absence

- A. A leave of absence without pay may be granted by the CCBDD upon written request for purposes of education, training or specialized experience which would be of benefit to the program or voluntary service to any governmental sponsored program of public benefit for a maximum of two years.

- B. A staff member will not be permitted to obtain full-time employment while on leave granted under this article.

ARTICLE 43e. Sabbatical Leave

- A. Upon completion of five or more years of service to the CCBDD, a staff member may request and the CCBDD may grant sabbatical leave without pay for a maximum of two years for the purpose of professional growth and development. The CCBDD may grant a stipend to a maximum of \$3,000 to be applied to educational expenses. Upon return from sabbatical leave, a staff member who received a stipend will render a minimum of two years service to the CCBDD, or he/she will return the stipend to the CCBDD.
- B. A staff member will not be permitted to obtain full-time employment while on leave granted under this article.

ARTICLE 44. Returning to Work

- A. Upon returning from a leave of absence of six months or more, a staff member must notify the CCBDD of the date of return at least ten calendar days prior to return.
- B. By mutual agreement the staff member may be returned to active pay status prior to the originally scheduled expiration date of the leave.
- C. A staff member returning to work from a medical leave of absence, sick leave or FMLA leave of ten working days or more related to personal illness or injury must submit a return to work statement signed by his/her health care provider. The CCBDD may require an examination at its expense and at its discretion. Any work restrictions listed on a return to work statement will disqualify a staff member's return to work unless approved by the Director of Human Resources or his/her designee.

If a staff member is dissatisfied with the decision, he/she may request a meeting with the Director of Human Resources. The staff member may be accompanied by an Association Representative. Any continuing dispute involving a return to work will be submitted for expedited arbitration, pursuant to the provisions of the American Arbitration Association.

ARTICLE 45. Coursework Reimbursement

- A. The CCBDD will reimburse staff members for tuition fees, training materials and books for approved courses and/or training to a maximum of \$4,000 per contract year, including distance-learning courses per Section D, below. There will be a limit of \$40,000 for the entire bargaining unit for each contract year.
- B. Courses, including graduate courses, will be approved if they are job-related.
- C. The CCBDD will reimburse at the rate of 100% of the costs to the limit per Section A, above, for approved coursework taken at colleges or universities under the control/supervision of the North Central Association of Colleges & Schools, except any on-line coursework. Hybrid coursework will be reimbursed at 100% to the appropriate limits.

- D. For coursework that is not offered in the traditional classroom format at local universities, approved on-line coursework will be reimbursed at the rate of 100% of the costs per Section A, above. For other approved on-line coursework, the CCBDD will reimburse at the rate of 50% of the costs to the limit of \$1200 per contract year.
- E. Staff members are encouraged to submit coursework for pre-approval (Appendix I. Application for Educational Benefits – ACCESS Staff) with the Human Resources Department. If the staff member does not request and receive pre-approval, coursework reimbursement cannot be guaranteed. Requests for approval and reimbursement must be submitted within three months of course completion.
- F. The staff member must receive a letter grade of "B" or "pass" or documentation of completion in order to be reimbursed for any coursework.

ARTICLE 46. Paid Memberships In Professional Organizations

- A. The CCBDD will reimburse staff members, except as in Section B below, up to **\$300** per year per staff member of the cost of membership in one or more approved professional organizations.
 - B. The allowable reimbursement for licensed Physical Therapists, Occupational Therapists, and Speech-Language Pathologists will be up to **\$600** per year.
 - C. Authorization for payment will be made upon presentation to the Human Resources Director of the original check, money order, or receipt.
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- D. The National Education Association, the Ohio Education Association and any of their affiliates will not be approved organizations under this Article.

ARTICLE 47. In-Service Days

- A. There will be one in-service day in March and one in October for all staff members, except Operations Department staff members.
- B. The CCBDD will seek continuing education credit approval from applicable associations/agencies (i.e., Ohio Department of Developmental Disabilities, American Speech-Language-Hearing Association, Ohio Board of Physical Therapy, etc.), whenever possible.
- C. CCBDD will inform all staff of available programs. Staff members may attend programs at any site. Staff members must register for programs as directed. With supervisory approval, staff members may be exempted from attending an in-service.
- D. Staff members will not be required to make presentations at the March and/or October in-service days. However, if the staff member agrees to make a presentation at either the March or October in-service days, he/she will be provided an additional professional day. If a staff member agrees to present at both in-service days, he/she will be provided two additional professional days.

ARTICLE 48. Local Professional Development Committee

- A. A Local Professional Development Committee (LPDC) will be established to review and approve staff members' Individual Professional Development Plans (IPDPs) Professional Development Activities for credit towards licensure renewal. The CCBDD LPDC is established and maintained by agreement of the CCBDD and the Association and is intended to comply with Ohio Department of Education (ODE) guidelines and policies.
- B. The LPDC will have three ODE-Certified Association members appointed by the Association President in accordance with internal procedures and two administrator members appointed by the Superintendent. Appointments will be made when a vacancy exists.
- C. A vacancy in any Association member position on the LPDC will be filled by appointment by the Association President. A vacancy in any administrative member position on the LPDC will be filled by appointment by the CCBDD. An Association member of the LPDC may be removed by the Association and an administrative member of the LPDC may be removed by the CCBDD in accordance with their respective internal procedures.
- D. Association members who serve on the LPDC will be compensated at the rate of \$24.00 per hour up to a maximum of 75 hours per contract year, per member (105 hours for the chairperson). If, during each contract year the LPDC believes more time or funds are needed, the LPDC will so advise the Superintendent or the Superintendent's designee and seek approval for added hours and/or added funds. The LPDC will be allocated a budget of \$5,000 for supplies, equipment, professional development, and expenses for the same period.
- E. The LPDC will be responsible for developing and implementing in-service programs at staff meetings for professional staff to explain the professional development plan process and the function of the LPDC.
- F. The CCBDD will provide the LPDC with meeting space and secretarial support.
- G. The LPDC will work closely with the CCBDD Certification Specialist to assist with certification/licensure renewals.
- H. Appealing Decisions/Actions of the LPDC:
 - 1. The first level of appeals will be reconsideration by the LPDC.
 - 2. The final level of appeals will be to a three-person review panel consisting of one certified/ licensed person chosen by the LPDC, one certified/licensed person chosen by the individual, and one certified/ licensed person chosen by the two previously chosen people. The decision of the review panel will be final.
- I. The LPDC will be an autonomous body subject to its own policies and procedures and as such will establish its rules and operating procedures to at least include: scheduling of meetings, defining a quorum, determining LPDC member training, and all other items required by Ohio law and rules and regulations of the Ohio Department of Education. In accordance with Ohio law, the LPDC will establish a rule that if an administrative member

of the LPDC requests an administrative majority to review an administrator's IPDP, two Association members will abstain from voting on the aforesaid IPDP.

- J. The LPDC will meet once per month at a mutually agreed upon date/time or at the call of the chairperson or upon written request of a majority of the LPDC members. Meetings will be publicized at all sites and open to all members. Meetings may be in person, by conference call or email, if necessary to perform committee business in a timely manner.
- K. LPDC members will be granted release time by the Superintendent and/or supervisor to attend regional or state training programs not available outside the work day. Expenses will be paid from the LPDC expense budget. No more than 3 days of release time per year will be provided for such programs.
- L. Decisions of the LPDC, or any decisions reached through the appeals process, are not grievable under the terms of this Agreement.
- M. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the CCBDD. Nothing in the LPDC process will have an adverse impact on the Association member's performance evaluation as established in the Agreement.
- N. In order to meet requirements necessary for certification/ licensure renewal, staff involved in the LPDC process must complete the computer training needed to access the LPDC program and forms. All paperwork must be submitted to the LPDC online, with the exception of a professional development log, which may be submitted by a staff member at the time of certification/licensure renewal.

ARTICLE 49. Health and Safety Training

- A. All current and newly hired staff members will attend safety training, to include but not be limited to, crisis prevention techniques, fire suppression, hazardous materials, seizure precautions, wheelchair management, and lifting.
- B. All staff members, current and newly-hired, will attend health training to include, but not be limited to, instruction in infection control and sanitation procedures, immunizations and tests available to staff members, specifically, the Hepatitis B vaccinations and information about seizures. Staff members who are women of child bearing age who may be assigned to work with children age 0-10 will be immediately informed about cytomegalovirus and instructed about the opportunity to be tested for antibody status. If the staff member is at risk, reassignment will occur in order to protect her welfare.
- C. On-going training of staff members will be offered annually by the CCBDD in infectious disease control procedures, CPR, first aid, and specific communicable/nuisance illnesses.
- D. All staff members whose job requires them to work in the community, as well as Administrative Assistants, will attend personal security training. This training will be offered periodically. Either staff members or the Association may request additional trainings.

- E. Adequate health and safety supplies and equipment will be immediately available to staff members. When needed, additional assistance or mechanical lifting aides will be made available to staff members.
- F. Any and all training under this Article will be given at no cost to the staff member.

ARTICLE 50. Wellness Activities

- A. The CCBDD will provide wellness activities/programs for Association staff members at free, shared, or reduced cost to the staff member. These may include but are not limited to:
 - 1. Employee Assistance Program (free to staff members)
 - 2. Weight Management Program
 - 3. Smoking Cessation Program
 - 4. Health Risk Appraisals (once every four (4) years)
 - 5. Flu Shots

The CCBDD will also cover the costs of fitness equipment maintenance and repair as needed.

- B. Issues related to wellness activities will be discussed at Labor-Management meetings.

ARTICLE 51. Mentor Program

- A. The Mentor Program is a joint CCBDD-Association effort to provide professional support and guidance to staff, as described below.

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- 1. All newly hired staff members in the following positions will be assigned a Mentor for a period of one year: Assistive Technology Specialists, Developmental Specialists, Early Childhood Intervention Specialists, M.O.V.E. Training & Intervention Specialists, Occupational Therapists, Occupational Therapy Assistants, Physical Therapists, Physical Therapy Assistants, School-Age Behavior & Curriculum Intervention Specialists, and Speech-Language Pathologists.
 - 2. Current staff members who completely change positions or programs will be assigned a Mentor.
 - 3. If a staff member qualifying for a Mentor is assigned to more than one location or program, the Mentor position may be divided between two Mentors. These Mentors will coordinate and share duties.
 - 4. An Occupational Therapy Assistant or a Physical Therapy Assistant may serve as a co-mentor with an Occupational Therapist or a Physical Therapist.

B. Identification and selection of Mentors:

1. Mentors are to hold the same position title as the Mentee (except as stated in Section A.4, above).
2. Staff members desiring to serve as Mentors must so indicate on the ACCESS Assignment Preference/Registration Form (Appendix C).
3. If the number staff members requiring a Mentor exceeds the number of available Mentor candidates, a Mentor candidate may mentor more than one staff member.
4. Selection of Mentors will be based on the following criteria:
 - a. Mentor candidates must be recognized as exemplary professionals their positions and are required to have at least three years of experience in their position.
 - b. Mentor candidates must have demonstrated the ability to work cooperatively and effectively with other professional staff personnel.
 - c. Mentor candidates must attend and complete the Mentor Orientation Training to be accepted into the Mentor pool.
 - d. A copy of the certificate of completion of the Mentor Orientation Training will be submitted to and kept on file with the Human Resources Department.

5. Mentor assignments will be reported immediately to the Association President.
6. In the event of irreconcilable differences, the Mentor and Mentee will meet with the Director of Human Resources or his/her designee for dispute resolution. If the conflict cannot be resolved, a new Mentor may be assigned upon mutual agreement of all parties. Compensation will be prorated.

C. Mentor activities:

1. Mentors will participate in an initial orientation with the Mentee's supervisor.
2. Mentors will have ongoing orientation, training and counseling duties but will not be responsible for the evaluation of Mentees.
3. Mentors will be granted time within their regularly scheduled workday to carry out these duties.
4. Mentors will submit an annual evaluation of the Mentoring process to the Association Mentor chairperson (See Appendix J).

D. Mentor coordination

1. Agency level: The Director of Human Resources or his/her designee will ensure that the Mentor Program requirements are met for the agency and affected staff members.
2. Mentor/Mentee level: The supervisor of the Mentee will function as the Mentor Coordinator for the Mentor/Mentee team. He/she will supervise the mentoring process, facilitate support provided to the Mentor/Mentee team, and complete an annual evaluation of the mentoring process (see Appendix J). Upon request, the Association Mentor Chairperson will compile the results of the Mentor evaluations and prepare a report for the Mentor Coordinators and the Director of Human Resources. The supervisor of the Mentee is responsible for the staff member's summative evaluation.
3. Association level: The Association Mentor chairperson will provide Mentor Orientation Training as needed, distribute Mentor Program evaluations, upon request compile and prepare written a report summarizing Mentor Program evaluation findings, and work with the Human Resources Department to coordinate Mentor professional development.

E. Mentor Program Compensation

1. Mentors will receive \$700 per year at the end of the service period. If mentorship lasts less than one contract year, or is split, the amounts will be prorated.
2. The Association Mentor Chairperson will receive \$350 per year at the end of each contract year. If the chairmanship lasts less than one contract year, or is split, the amounts will be prorated.

ARTICLE 52. Mileage Reimbursement

- A. Staff members who use their personal automobiles in the course of employment or while on approved professional leave will be reimbursed at the IRS-approved rate per mile.
- B. Mileage will be reported on the CCBDD Expense Form or on an electronic facsimile available on the CCBDD intranet, and will be submitted within the same budget year or within thirty days of the end of the budget year, whichever is later. Late requests for reimbursement may be denied.
- C. Mileage reimbursements must be submitted within 3 months or no reimbursement will be made.

ARTICLE 53. Insurance/Use of Personal Automobile

- A. Staff members who drive their personal automobile on CCBDD business will be covered under the CCBDD Motor Vehicle Insurance Policy.

1. The CCBDD Motor Vehicle Insurance Policy will provide the primary liability insurance for any on-the-job driving accidents.
 2. CCBDD will provide an insurance card, or other proof of insurance, to all bargaining unit staff members in positions that have regular on-the-job driving responsibilities.
- B. The staff member's policy will be responsible for collision and other insurance coverage.

ARTICLE 54. Driving Regulations

- A. All positions except Administrative Assistants have regular driving responsibilities. Staff members in these positions identified will have on-the-job driving privileges suspended if they become uninsurable by reason of the Insurance standards listed below. Privileges will be suspended from the date that uninsurability status has been determined.
1. If on-the-job privileges are to be suspended for less than thirty work days, the CCBDD will endeavor to accommodate the staff member by permitting flexible arrangements in getting the work done.
 2. If on the job privileges are suspended for 30 days or more, the staff member may be permitted to obtain business use insurance with the CCBDD named as "other insured" and with a coverage limit of \$2,000,000. This option will only be available once per staff member. This insurance will cover staff members who choose to drive their own autos in order to continue to perform their original assignment. This option will be available only to staff members who have three minor violations (2 points or less = 1 minor violation). The option will not be available if the staff member has an additional violation or accumulates additional points that would place their total balance above six, during the time they are uninsurable under CCBDD's plan. The "business use" insurance would be obtained at the staff member's expense. The staff member will be permitted to have driving privileges, but will be asked to refrain from having passengers in his/her vehicle while driving on CCBDD business, unless absolutely necessary.
 3. Staff members may be terminated or placed on unpaid leave of absence if they are convicted of a major violation (e.g. DUI or loss of control/reckless operation) or have two at-fault accidents within a three year period.
- B. Staff members are required to report in writing driving convictions for minor violations (2 points or less) within 5 business days (see Appendix K. Mandatory Reporting Form). Driving charges for major violations, such as DUI/DWIs or reckless operation must be reported to the Human Resources Department on the staff member's next work day.
- C. Insurance Underwriting Guidelines for driver acceptability applicable to Ohio Public Schools, County Boards of Developmental Disabilities, and Joint Vocational Schools are as follows:
1. A driver will be considered uninsurable and excluded from coverage under the CCBDD fleet if his/her Motor Vehicle Report (MVR) contains the following:

- a) DUI/DWI conviction. The driver must remain free of any violations for five years following the date of conviction to again be considered insurable.
 - b) Reckless operation conviction. The driver must remain free of any violations for 3 years following the date of conviction to again be considered insurable.
 - c) Three convictions for any violations in a rolling 3 year period.
 - d) Accumulation of 6 points in a rolling 3 year period.
 - e) Loss of physical control conviction.
2. A driver can be considered uninsurable if his/her Motor Vehicle Report contains the following:
- a) A combination of 2 or more convictions and 1 at-fault accident in a rolling 3 year period.
 - b) Two or more at-fault accidents in a rolling 3 year period.

NOTE: Both of these situations will require further inquiry to determine if the driver was at fault for the accident(s) that do not list a conviction. If the driver is found to be at fault, he/she will be considered uninsurable.

ARTICLE 55. Mandatory Reporting of Arrest, Convictions, and MUI Charges

- A. Staff members must report charges (felony or misdemeanor) and convictions for criminal drug violations, carrying a concealed weapon or any other charge which is a felony. Any convictions for domestic violence also must be reported.
- B. Staff members who are charged with an MUI while working on a non-CCBDD job must report the charge to CCBDD.
- C. All reports must be made to the Human Resources Department in writing on the staff member's next scheduled work day using the Mandatory Reporting Form (Appendix K). Any failure to report will be penalized as a work violation separate from whatever the potential work violation for the crime, or MUI. A failure to report may result in termination of employment.

ARTICLE 56. Medical Examination and Alcohol/Drug Testing

- A. CCBDD may require a staff member to submit to testing, at its expense, for the presence of alcohol or illegal drugs in his/her system when the staff member's supervisor has reasonable cause to believe that the staff member is acting in an impaired manner. See Appendix L for the Drug and Alcohol Free Workplace Policy. If the staff member is required to take a drug test, the CCBDD will have any initial positive result confirmed by a test which is 99% accurate. All test results will be strictly confidential.
- B. CCBDD may require staff members to be examined by a licensed physician, at its expense, if

a supervisor has a significant concern about a physical, emotional, or addictive problem which affects performance or represents a threat to the safety of consumers or other staff members.

ARTICLE 57. Health and Safety Equipment, Work Apparel, and Tools for Operations Department Staff

- A. Operations Department staff members will be required to wear uniform shirts at all times while at work. Operations Department staff members will have input into the selection of the uniform shirts. The CCBDD will initially provide each Operations Department staff member with ten shirts.
- B. Operations Department staff members will be permitted an outdoor winter clothing and safety shoes allowance each year.
 - 1. The allowance for full-time staff will be \$500 per year.
 - 2. The allowance for part-time staff will be \$320 per year.
 - 3. Operations Department staff members will have the option of being reimbursed their total allowance in September of each year without submitting receipts. This amount will be paid in the regular paycheck and subject to taxes. If the staff member resigns during the contract year, he/she will repay a proportional amount to the CCBDD. If a staff member submits receipts, he/she will be reimbursed for actual amounts, up to the limit.
- C. The CCBDD will provide the above staff with all necessary safety equipment including but not limited to respiratory, ear, and eye protection. The above staff must use this equipment when appropriate.
- D. All the above clothing, accessories, shoes and equipment used or worn by the above staff will meet appropriate trade standards and be of proper fit. The Labor-Management Committee will determine the standards.
- E. In work areas where staff members regularly handle parts or equipment and risk serious foot injuries, a standard work shoe must be worn. Operations Department staff members are required to wear safety shoes while at work.
- F. Operations Department staff members are prohibited from wearing shorts while at work.
- G. The CCBDD will provide appropriate tools required for maintenance and repair activities. Tools will be maintained by the Operations Department staff member at each location.

Operations Department staff members, in conjunction with Operations Department management, will maintain a tool inventory which will be completed by August 1st of each year.

ARTICLE 58. Safety Equipment for Staff Working in the Community

- A. The CCBDD will provide use of a cellular phone and/or security personnel upon request for each staff member whose job requires them to visit community agencies and/or residences. Subject to supervisory approval, transportation will be available to bring families and/or clients to CCBDD centers. These services will be available from 7:00 a.m. to 9:00 p.m.
- B. If staff members use their own cellular phones in the performance of their duties, the CCBDD will reimburse them for actual expenses for calls made for CCBDD business. Requests for payment will be submitted with receipts to their immediate supervisor on the Expense Form.

ARTICLE 59. Behavior Support

Revisions to the CCBDD's therapy sections in the "Behavior Supports Policy and Procedures" will be made after input from staff members. Policy change will be submitted to the Association prior to implementation.

ARTICLE 60. Paychecks

- A. Staff members will be paid on a bi-weekly basis.
- B. Staff members will have their annual salaries divided by 26 to determine bi-weekly rates of pay.
- C. Staff members will have their paycheck "direct deposited" into an account of their choice that is approved by the Cuyahoga County Auditor.

ARTICLE 61. Payroll Deductions

- A. Payroll deductions will be made without cost to the staff member, upon receipt of a written authorization signed by the staff member. Deduction schedules and amounts will be established for each type of deduction by mutual agreement of the organization receiving the funds and the CCBDD.
- B. Deductions may be made for the following:
 - 1. Credit Union
 - 2. Ohio Deferred Compensation Plan
 - 3. Association and affiliated or parent organizations dues
 - 4. Premiums for insurance provided or secured through CCBDD
 - 5. United Way
 - 6. Flexible Spending Accounts
 - 7. STRS or OPERS service credit buy-back
 - 8. Such other purposes mutually agreeable to the CCBDD and the Association President or as required by law.
- C. Dues Deductions - CCBDD will deduct Association dues from each staff member's pay provided that the staff member authorizes such deductions in writing. The schedule for

deductions and the procedures to be followed for the staff member's authorization will be mutually arranged between the CCBDD and the Association. The staff member's dues deduction authorization will remain in full force and in effect for a period of one year, except that a dues deduction may be withdrawn, in writing, during the period beginning September 15th and ending September 30th. In order to withdraw the authorization, the staff member must send written notification to the CCBDD and the Association no later than September 30th. CCBDD will furnish the Association President with a list of the withdrawals, if any. If the dues deduction authorization is not revoked, in writing, during the above stated period, it will remain in effect for an additional period of one year. It will be the Association's obligation to supply the CCBDD, no later than October 30th, with information for the current year's dues amount.

ARTICLE 62. Fair Share Fee

- A. All staff members in the Association bargaining unit will hereafter be either members of the Association, or be required to pay a fair share fee to the Association, as a condition of continued employment with the CCBDD in accordance with the terms of the Ohio Revised Code 4117.09(C). Such fair share fee requirement will become effective upon completion of 60 days of work by new staff members.
- B. The CCBDD will 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. Such deductions will continue through the remaining number of payroll periods over which Association membership dues are deducted. (No non-member filing a timely demand will be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.)

Payroll deduction of the annual fair share fees will commence on the first pay date which occurs on or after January 15th annually.

- C. In the case of bargaining unit members newly hired into permanent positions after the beginning of the contract year, the payroll deduction will commence on the first pay date on or after the later of sixty days employment in a bargaining unit position or January 15th.
- D. Notice of the dues rates and annual fair share fee rates (which will be equal to 100% of the unified dues of the united teaching profession of the Association) will be transmitted by the Association to the CCBDD on or about September 15th for the purpose of determining amounts to be payroll deducted, and CCBDD agrees to promptly transmit all amounts deducted to the Association.
- E. The CCBDD further agrees to accompany each transmittal with a list of the names of staff members for whom all such deductions were made the period covered, and the amounts deducted for each.
- F. Upon timely demand, non-members may appeal to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

- G. The Association agrees to notify all such non-members of their right to become members of the Association during the month of September of each year of this Agreement.
- H. The Association represents to the CCBDD that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice will be in compliance with all applicable state and federal laws and the constitution of the United States and the State of Ohio.
- I. The above fair share fee provision will be an exclusive right of the Association not granted to any other organization seeking to represent staff members in the bargaining unit represented by the Association.

ARTICLE 63. CCBDD Pick-Up of OPERS or STRS Contribution

- A. CCBDD will implement the "pick-up" of the staff member's required contributions of the Public Employees Retirement System (OPERS) and the State Teachers Retirement System (STRS). The Treasurer is hereby authorized, effective September 1, 1985, to contribute to OPERS and STRS, in addition to CCBDD's required employer contribution, an amount equal to each staff member's contribution to OPERS and STRS in lieu of payment to such staff member, and that such amount contributed by the CCBDD on behalf of the staff member will be treated as a deferred salary from the contract salary otherwise payable to such staff member in cash.
- B. CCBDD total combined expenditures for staff member's total contract salaries payable pursuant hereto (including pick-up amounts), and its employer contribution to OPERS and STRS will not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components will not exceed the staff member's annual salary.
- C. CCBDD will compute and remit its employer contributions to OPERS and STRS based upon total contract salary, including the "pick-up." CCBDD will report for federal and Ohio income tax purposes as a staff member's gross income, said staff member's total contract salary, less the amount of the "pick-up." CCBDD will report for municipal income tax purposes as a staff member's gross income, said staff member's total contract salary, including the amount of the "pick-up." CCBDD will compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 64. Insurance

A. Health Care

The CCBDD will provide basic health care coverage, single or family, for full-time staff members. Staff members will have the following options during the open enrollment period, which will occur in November of each year:

1. HMO Plan. The Kaiser HMO Plan, which includes the following general specifications:

- a. Office visits (for physical exams, allergy testing, well-child care, hearing tests, outpatient surgery, specialty care, vision exams through affiliated providers, physical, speech, and/or occupational therapy): \$15 co-pay (limit of 2 months or 30 visits per therapy).
 - b. Emergency room visit: \$50 co-pay (fee waived if admitted); \$100 effective January 1, 2014.
 - c. Ambulance services: \$50 co-pay; \$100 effective January 1, 2014.
 - d. Mental health outpatient: \$15 co-pay (20 visit maximum).
 - e. Group therapy visits: \$7.50 co-pay (1 counted as ½ visit towards 20 visit maximum).
 - f. Hospital inpatient care at Kaiser facility: no charge.
 - g. Detoxification in a general hospital: no charge.
 - h. Detoxification in a non-plan facility: no charge (limit of 1 visit per year).
 - i. Outpatient visits for detoxification and individual therapy: \$15 co-pay; group therapy: \$7.50 co-pay.
 - j. Home health services, hospice home care/respice care: no charge.
 - k. Skilled care in a skilled nursing facility: no charge (limit of 100 days per year).
 - l. Infertility services: 30% co-pay.
 - m. Covered prescription drugs: \$10 co-pay (31 day supply).
 - n. Durable medical equipment: no charge.
- The above benefits are subject to the rules and regulations of the Kaiser Permanente Medical Group Insurance.

2. PPO Plan. The Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organizations (PPO). The CCBDD may change the specifications to the following limits:

- a. In-Network:
 - 1) Deductible: \$200 single/\$400 family.
As of January 1, 2014: \$300 single/\$600 family.
 - 2) Coinsurance: 90%; staff member pays 10%.
 - 3) Out-of-pocket co-insurance maximum: \$750 single/ \$1,500 family.
As of January 1, 2014: \$1,000 single/\$2,000 family.
 - 4) Office visits and urgent care visits: \$20 co-pay.
 - 5) Emergency room: \$50 co-pay (waived if admitted).
As of January 1, 2014: \$100 co-pay.
- b. Out-of-Network:
 - 1) Deductible: \$1,000 single/\$2,000 family.
As of January 1, 2014: \$1250 single/\$2,500 family.
 - 2) Coinsurance: 70%; staff member pays 30%.
 - 3) Out-of-pocket co-insurance maximum: \$2,000 single/\$4,000 family.
As of January 1, 2014: \$2,500 single/\$5,000 family.

- 4) Office visits and urgent care visits: \$20 co-pay.
 - 5) Emergency room: \$50 co-pay (waived if admitted).
As of January 1, 2014: \$100 co-pay.
- c. Prescription Drugs:
- 1) Generic drugs: \$10 co-pay (30-day supply).
 - 2) Formulary brand-name drugs: \$30 co-pay.
As of January 1, 2014: \$32.50 co-pay.
 - 3) Non-formulary brand-name drugs: \$60 co-pay.
As of January 1, 2014: \$65 co-pay.
- d. Mail-Order Prescription Drugs:
- 1) Generic drugs: \$20 co-pay for 90-day supply.
 - 2) Formulary brand-name drugs: \$60 co-pay for 90-day supply.
As of January 1, 2014: \$65 co-pay for 90-day supply
 - 3) Non-formulary brand-name drugs: \$120 co-pay for 90-day supply.
As of January 1, 2014: \$130 co-pay.

Any co-payment for a 30-day supply of a maintenance prescription drug will be doubled upon the fourth 30-day refill of the drug (for example, \$10 co-pay for generic drug will be doubled to \$20), except for controlled substance drugs.

The above benefits are subject to the rules and regulations of the PPO insurance plan provider.

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- 3. Metro Plus Plan: The Metro Plus Plan may be offered effective January 1, 2014. The benefits offered by the Metro Plus Plan will be announced prior to the open enrollment prior to the initial year. The CCBDD may pay an incentive of up to \$750 for staff members who enroll in the Metro Plus Plan.
 - 4. The CCBDD will pay the premium cost of basic health care in the staff member's second consecutive full month of employment and thereafter. The staff member will pay the following:
 - a. Effective January 1, 2013:
 - 1) HMO Plan: \$19 per pay period for single plan
\$57 per pay period for family plan
 - 2) PPO Plan: \$21 per pay period for single plan
\$63 per pay period for family plan
 - b. Effective January 1, 2014:
 - 1) HMO Plan: \$25 per pay period for single plan
\$75 per pay period for family plan

2) PPO Plan: \$28 per pay period for single plan
\$84 per pay period for family plan

c. Effective January 1, 2015:

Staff members with single plans will pay 11% of the premium cost.
Staff members with family plans will pay 12.5% of the premium cost.

5. The CCBDD will provide a Chapter 125 Plan (flexible savings account).
6. In the event that the CCBDD employs both spouses, only one spouse may have family basic health care coverage or each spouse may have single coverage.
7. Opt Out Incentive: Each eligible staff member who provides documentation of other health care coverage, and does not enroll in any group health coverage will be paid an annual increment of \$1,500 if employed full-time. In the event that the staff member needs to re-enroll due to the loss of other health care insurance coverage, a proportionate amount of the increment must be repaid to the CCBDD prior to re-enrollment. If a staff member resigns within one year of payment, a proportionate amount will be deducted from the final paycheck. As of January 1, 2011, staff members whose spouse is employed by CCBDD are not eligible for this opt-out incentive.

B. Dental Insurance. The CCBDD will provide dental insurance coverage, single or family, to all full-time staff members as follows:

1. Maximum benefits per covered person: \$4,000/year
2. Maximum orthodontic benefits per covered child (to age nineteen): \$2,000/lifetime
3. Co-Insurance amounts:
 - a. Diagnostic and Preventative Services: 100% UCR
 - b. Routine Dental Services: 80% UCR
 - c. Major Dental Services: 50% UCR
 - d. Orthodontic Services: 50% UCR
4. In the event that the CCBDD employs both spouses, only one spouse may have a dental plan.

C. Life Insurance: The CCBDD will provide \$40,000 in Life, Accidental Death and Disability Insurance, to each full-time staff member.

D. Vision Plan: A vision plan with the specifications of the current plan will be provided. In the event that CCBDD employs both spouses, only one spouse may have a vision plan.

E. Part-time Staff Coverage

1. Permanent, part-time staff members will be given life insurance and one of the following options:

<u>Work Year</u>	<u>CCBDD</u>
At least 50% of available work hours in their positions.	60% of medical, dental & vision
	-or-
	0% medical and 100% dental & vision

2. For purposes of the health care benefits, staff members working at least 88% of available work hours for their position will be provided health care benefits of full-time employment, per Article 24. Days and Hours, Article 25. School-Age Satellite Program, and Article 26. Operations Department.

- F. Paid Coverage during Leaves of Absence: The CCBDD will provide up to three months of paid health benefits to a staff member on an unpaid leave of absence, if the staff member, spouse, or dependent(s) has been hospitalized at least two days within the past 90 days and the leave is related to the hospitalization or otherwise qualifies for FMLA leave. A staff member may benefit from this provision only once per year.

- G. Change of Carrier(s): The CCBDD may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services will not be less than provided by the present carrier(s) as of the effective date of this Agreement. The CCBDD will provide one copy of each signed contract and policy entered into between the CCBDD and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of the existing contracts will be provided to the Association within one week of ratification of this Agreement by both parties. The Association will be notified 30 days in advance of any change in carrier(s) and will be provided copies of any contracts subsequently entered into by the CCBDD within one week after they are received by the CCBDD.

H. Administrative Offset

1. If a staff member is covered with a family medical plan, but is only eligible for a single plan, and has not informed the CCBDD or its vendor within 30 days of the loss of the dependent, the staff member will be responsible for repayment of the excess costs incurred by CCBDD. The offset may be accomplished by salary reduction, if the employee chooses this option.
2. The CCBDD may have a positive reenrollment once during the term of this contract. Staff members will be required to provide proof of dependent eligibility.

ARTICLE 65. Disability Pay

- A. If a permanent staff member is ill or injured and unable to perform his/her job, then he/she may be eligible for disability pay. The following conditions will apply.

1. The staff member must provide a physician's statement which verifies the

illness/injury and which indicates that the staff member is unable to work. The CCBDD will have the option of having the staff member examined by a CCBDD physician at no expense to the staff member. The decision of the CCBDD physician, if medical opinions differ, will be final.

2. The staff member must be unable to perform his/her job regardless of any reasonable accommodation and must be unable to perform any job in the bargaining unit for which he/she may be qualified, per Article 21. Layoff Procedures.
3. The staff member must have been absent due to this temporary disability, for a period of ten consecutive workdays (elimination period). In the event of recurring absences due to the same disability, no more than one elimination period per condition per year will be required.
4. The staff member will not have accumulated sick leave and/or personal leave of more than ten days.
5. If a staff member requests temporary disability on a second occasion, and has been paid for sixteen weeks of disability in a prior year for the same condition, he/she must apply for permanent disability with a state retirement system, if eligible.

B. Temporary Disability Benefits

1. Disability pay will be at the rate of 70% of regular bi-weekly rate to a maximum of \$800 per week for a period not to exceed 20 weeks. This period may be consecutive or non-consecutive workdays.
2. There will be no more than 20 weeks of disability pay for any person in any contract year.
3. The CCBDD will allocate an expenditure of \$40,000 per year for disability pay. When expenditures of \$40,000 have occurred in any contract year, additional requests for payment may be denied. The CCBDD's liability for disability pay will not exceed \$133,333 for the duration of this Agreement. No individual will receive benefits exceeding 35 weeks of disability during any three year rolling period.
4. A staff member may not receive temporary total disability benefits (Worker's Compensation) and Disability Pay for the same period. A staff member who receives disability pay improperly must repay the funds to the CCBDD within 15 days of request for repayment.
5. A staff member will not earn sick leave, personal leave or other paid leave during a disability pay period. A disability pay period will not be counted towards the time needed to earn a step increase. Disability Leave will not constitute a break in service for seniority purposes.

C. To Apply for Disability Pay: Staff members will complete an ACCESS-CCBDD Leave Form (Appendix D), attach a physician's statement and contact the Director of Human Resources.

ARTICLE 66. Salary Ranges

A. The following 12-month full-time positions will have salary ranges as follows:

Assistive Technology Specialist	School-Age Behavior & Curriculum
Developmental Specialist	Intervention Specialist
Early Childhood Intervention Specialist	Sign Language Interpreter
M.O.V.E. Training & Intervention Specialist	

1. Effective September 1, 2012, the annual salary range for staff holding a Bachelor's degree will be \$45,000-\$76,318.
2. Effective September 1, 2012, the annual salary range for staff holding a Master's degree will be \$50,000-\$85,040.
3. The initial salary for any new hire will be 100-110% of the minimum salary depending upon education and experience.

B. 12-month full-time Occupational Therapist and Speech-Language Pathologist positions will have the following salary ranges:

1. Effective September 1, 2012, the annual salary range for Occupational Therapists holding a Bachelor's degree will be \$52,000-\$76,318.
2. Effective September 1, 2012, the annual salary range for Speech-Language Pathologists and Occupational Therapists holding a Master's degree will be \$56,000-\$85,040.
3. The initial salary for any new hire will be 100-125% of the minimum salary depending upon education and experience.

C. 12-month full-time Physical Therapist positions will have the following salary ranges:

1. Effective September 1, 2012, the annual salary range for Physical Therapists holding a Bachelor's degree will be \$52,000-\$76,318.
2. Effective September 1, 2012, the annual salary range for Physical Therapists holding a Master's degree will be \$56,000-\$85,040.
3. Effective September 1, 2012, the salary range for Physical Therapists holding a Doctor of Physical Therapy degree will be \$60,000-\$90,000.
4. The initial salary for any new hires will be 100-125% of the minimum salary depending upon education and experience.

D. 12-month full-time Paraprofessional positions (Occupational Therapy Assistant and Physical Therapy Assistant), requiring a state license, will have the following salary ranges:

1. Effective September 1, 2012, the salary range for Occupational Therapy Assistants and Physical Therapy Assistants will be \$45,000-\$66,000.
2. The initial salary for any new hires will be 100-110% of the minimum salary depending upon education and experience.

E. Administrative Assistants and Equipment Assistant.

1. The salary range for Administrative Assistants and Equipment Assistants will be \$36,000-\$56,000.
2. The initial salary for any new hires will be 100-110% of the minimum salary depending upon education and experience.

F. Once a staff member achieves an advanced degree in a related field, current salary will be increased by 2%. The staff member will have his/her salary adjusted no later than 60 days after presentation of official documentation.

G. Operations Department

1. The salary range for Custodian/Repairpersons and Repairpersons will be \$52,000-\$66,000.
2. The salary range for Custodians will be as follows:
 - a. The salary range for full-time 12-month positions will be \$42,000-\$50,000.
 - b. The salary range for part-time 12-month positions will be \$21,000-\$25,000.
3. Custodian/Repairpersons and Repairpersons may be provided a permanent salary increase by meeting or exceeding specifications in Appendix N. Qualification for Specialized Repairpersons. If the staff member is awarded the salary increase but at a later date loses the qualifications that meet the specifications, the staff member will lose the exact salary increase (without compounding factor) in the next pay period. If the loss of qualification is not discovered timely, the loss of pay will be retroactive.
4. The initial salary for a new hire in these positions will be 100-110% of the minimum salary for the Operations Department positions.

H. Red Circle Rates

1. If a salary increase would move a staff member beyond the maximum limit for his/her position and level of education, that staff member will be given a salary increase to meet, but not exceed, the salary cap.
2. Staff members at the salary cap or above will retain their salary level so long as they maintain their position and full-time employment status and will be eligible to receive the one-time additional hours compensation, as per Article 66. Salary

Increases and Additional Hours Compensation.

ARTICLE 67. Salary Increases and Additional Hours Compensation

- A. Staff members (other than Operations Department staff, Administrative Assistants, and Equipment Assistants) on active status for the 2011-2012 contract, and were paid for at least 90 days in that contract year, will receive salary increases and additional hours compensation as follows:

September 2012: 2% salary increase (as calculated from the 2011-2012 salary)

January 2013: 1% one-time additional hours compensation (as calculated from the September 2012 salary)

January 2014: 2% salary increase (as calculated from the September 2012 salary)

January 2015: 2% salary increase (as calculated from the 2014 salary)

- B. Staff members on active status during the 2011-2012 contract year, other than Operations Department staff members, will receive additional hours compensation as of the dates below, as follows:

January 2013: \$1,500 one-time additional hours compensation

January 2014: \$1,500 one-time additional hours compensation

January 2015: \$500 one-time additional hours compensation

-
- C. Operations Department staff (other than former Head Custodians), Administrative Assistants, and Equipment Assistants on active status will receive salary increases and additional hours compensation as follows:

September 2012: 2% salary increase

January 2013: 1% one-time additional hours compensation for Administrative Assistants and Equipment Assistants

January 2014: 2% salary increase

January 2015: 2% salary increase

- D. Custodian/Repairpersons and Repairpersons may be provided an annual salary increase as reflected in Sections D.1 through D.4, below, by meeting or exceeding specifications in Appendix N. Qualifications for Specialized Repairpersons, as determined by the general manager of buildings and grounds. If the staff member is awarded the salary increase but at a later date loses the qualifications that meet the specifications, the staff member will lose the exact salary increase (without compounding factor) in the next pay period. If the loss of qualifications is not discovered timely, the loss of pay will be retroactive.

1. Up to 2 staff members may qualify as the Electrician and will receive a \$4,500 increase in annual salary.
2. Up to 2 staff members may qualify as HVAC Specialists and receive a \$4,500 increase in annual salary.
3. One staff member may qualify as a Locksmith Specialist and will receive a salary increase of \$3,500.
4. One staff member may qualify as a Painter Specialist and will receive a salary increase of \$3,500.
5. Staff members who may qualify for the above Specialist positions will not be selected nor will they receive the additional salary so long as the above Specialist positions are occupied by current staff members.
6. As with other positions, CCBDD retains the right to add or eliminate Specialist positions as operational needs or other factors are considered.

ARTICLE 68. Retirement Incentive

- A. A staff member who has at least 15 years of service credit with CCBDD and who is eligible to retire under OPERS or STRS may receive a retirement incentive bonus if the following conditions are met:
 1. He/she provides an irrevocable letter of retirement to CCBDD by December 1st of the year preceding retirement; and
 2. The staff member is awarded the bonus on a seniority basis if there are more applicants than slots available.
- B. For staff members retiring between July 1, 2013, and October 1, 2013, the bonus will be \$5,000 per staff member to a limit of six bonuses.
- C. For staff members retiring between July 1, 2014, and October 1, 2014, the bonus will be \$5,000 per staff member to a limit of six bonuses.
- D. Staff members who do not qualify for a bonus may rescind their intent to retire.

ARTICLE 69. Severance Pay

- A. A staff member who has five years service with the CCBDD immediately preceding retirement, may elect to receive at the time of retirement, a cash payment equal to one-half the value of his/her accumulated but unused sick leave credit, to a maximum of 185 days accumulation.
- B. The calculation of severance pay will be made at the staff member's daily rate of pay at the time of retirement.

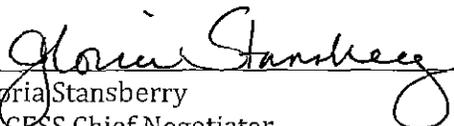
- C. Severance pay will be given in a lump sum payment to be made to the staff member in his/her last paycheck from the CCBDD.
- D. The receipt of severance pay by a staff member will eliminate all sick leave accumulated but unused at the time of retirement. The payment of severance pay will be made only once to any staff member.
- E. "Grandfather" Clause: A staff member who has accumulated sick leave in excess of 135 days as of September 1, 2012, may continue to accumulate sick leave days up to and including the 2009-2012 maximum limit of 216 days. His/Her severance pay upon retirement will be one-half the cash value of sick leave accumulation to the "grandfathered" limit.

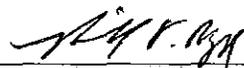
ARTICLE 70. No Strike

- A. The Association will not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor will a staff member instigate or participate directly or indirectly in any strike, slow down, walkout, work stoppage, picketing or interference of any kind at any operation(s) of the CCBDD for the duration of this Agreement.
 - B. There will be no lockout by the CCBDD during the term of this Agreement.
 - C. No staff member will be required to perform the work of striking staff members of another bargaining unit.
 - D. The Association will comply with ORC 4117.11 (B)(8) and provide at least ten days written notice to the CCBDD of any action to picket, strike, or engage in other concerted refusal to work.
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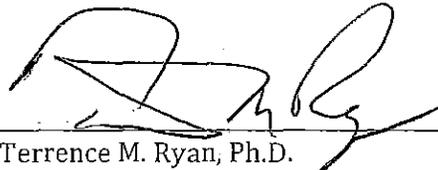
ARTICLE 71. Duration, Effect and Form

- A. The Agreement will take effect September 1, 2012, and remain in full force and effect through December 31, 2015.
- B. This Agreement will constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and will be controlling on both parties collectively and individually.

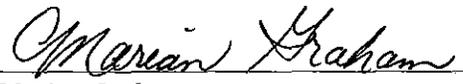

Gloria Stansberry
ACCESS Chief Negotiator


Richard V. Mazzola
CCBDD Board President

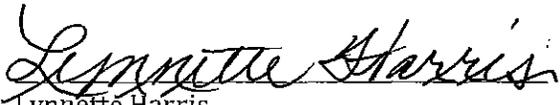

Sheila Saad
OEA Labor Relations Consultant

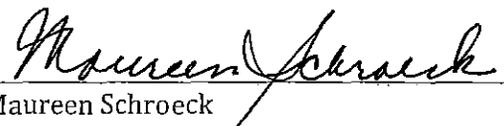

Terrence M. Ryan, Ph.D.
CCBDD Superintendent

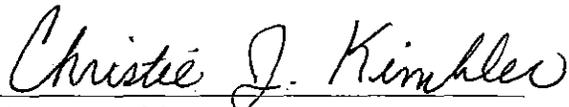
ACCESS Team Members:


Marian Graham

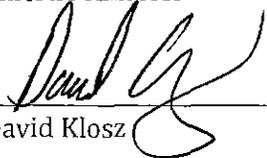

Dina McCrone


Lynnette Harris

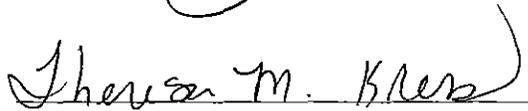

Maureen Schroeck


Christie Kimbler


Rebecca Tweedle


David Klosz


Joyce Yates


Theresa Kress

SIDELETTER OF AGREEMENT: Article 6. Labor-Management Committee - Philosophical Statement

CCBDD recognizes that the delivery of quality and efficient special education and related services to the children and youth with disabilities that it serves, in its various program components, is dependent upon the talents, experience, and professionalism of its instructional, related services, and administrative staff. In order to maintain, and expand when/where necessary, the delivery of quality intervention services, CCBDD is committed to securing staff input.

SIDELETTER OF AGREEMENT: Article 20. Subcontracting - Philosophical Statement

- A. In its commitment to provide quality services to individuals with disabilities, CCBDD maintains the intention of hiring Occupational Therapists, Physical Therapists, and Speech-Language Pathologists with appropriate expertise and/or experience as staff members in order to offer a high quality choice in service providers to its consumers.
- B. Staff members will be recruited in preference to subcontracting for Occupational Therapy, Physical Therapy, and Speech-Language Pathology services.

SIDELETTER OF AGREEMENT: Article 63. Insurance - Phasing in No Insurance Option

- A. All full payments each year will be made in the second paycheck of January.
- B. Current staff members will have the opportunity to select the no insurance option in November each year during open enrollment. Anyone desiring to drop insurance coverage at other times during the year or newly-hired staff members opting for no coverage after their one month waiting period will receive a prorated payment equaling \$125.00 times the number of months of no coverage remaining in the calendar year.

SIDELETTER OF AGREEMENT: John Adams Staff Salary

- A. John Adams staff salary for the 2012-13 school year will be:
 - 1% increase on 2011-12 salary for Intervention Specialists
 - 1% increase on 2011-12 salary for Paraprofessionals
- B. For the duration of this contract and/or the duration of the John Adams School-Age Satellite Program, the staff salary will be:
 - 1% salary increase annually for both Intervention Specialists and Paraprofessionals.

SIDELETTER OF AGREEMENT: Smoking Restrictions

- A. As part of the national effort to restrict smoking, the CCBDD will ban smoking at all of CCBDD facilities and during all work activities at any location. There will not be any designated smoking areas on the grounds of any CCBDD Facility.
- B. Smoking will not be permitted within sightlines or within 100 yards of any CCBDD facility or work activities.
- C. The above restrictions will not go into effect before January 1, 2014.
- D. The CCBDD will support smoking cessation programs for staff members (Article 49. Wellness Activities).

APPENDIX TABLE OF CONTENTS

Appendix A1-A3.....	ACCESS-CCBDD Grievance Forms.....
Appendix B1-B3.....	Professional Growth/Performance Review.....
Appendix C.....	ACCESS Assignment Preference/Registration Form.....
Appendix D1-D2.....	ACCESS-CCBDD Leave Form.....
Appendix E.....	Sick Leave Transfer Form.....
Appendix F.....	Medical Leave Physician Certification.....
Appendix G.....	Work-Related Injuries (Assault) Form.....
Appendix H.....	Professional Leave/Professional Development Request Form.....
Appendix I.....	Application for Educational Benefits.....
Appendix J1-J4.....	Mentor Program Guidelines & Forms.....
Appendix K.....	Mandatory Reporting Form.....
Appendix L1-L3.....	Drug and Alcohol Free Workplace.....
Appendix M1-M-2.....	Policy for Hardware, Software, Email & Internet Use.....
Appendix N1-N2.....	Qualifications for Specialized Repairpersons.....

ACCESS

Association of Cuyahoga County Employees for Special Students

ACCESS-CCBDD GRIEVANCE FORM - LEVEL ONE

Aggrieved:

Site(s):

Home Address:

Home Phone:

Name of ACCESS Representative(s):

Immediate Supervisor(s):

Statement of Grievance:

Date of Alleged Grievance:

Relief Sought:

Date of Informal Notification (within 30 days after occurrence):

Date(s) of Informal Discussion (within 10 days of notification):

Date of Informal Disposition (within 20 days of meeting):

Signature of Aggrieved/Representative: _____

Date (within 5 days of conclusion of informal meeting):

ACCESS

Association of Cuyahoga County Employees for Special Students

ACCESS-CCBDD GRIEVANCE FORM - LEVEL ONE RESPONSE

Date of Level One Hearing (within 10 days of Level One filing):

Level One Disposition (within 5 days of Level one hearing):

Signature of Immediate Supervisor:

Date:

ACCESS

Association of Cuyahoga County Employees for Special Students

ACCESS-CCBDD GRIEVANCE FORM - LEVEL TWO

Aggrieved/Representative:

Date of Level One Filing:

Date of Level One Hearing:

Date of Level One Disposition:

Signature of Aggrieved/Representative

Date:

=====

Date of Level Two Hearing (within 10 days of Level Two filing):

Level Two Disposition (within 5 days of Level Two hearing):

Signature of Director of Human Resources or his/her Designee:

Date:

ACCESS

Association of Cuyahoga County Employees for Special Students

ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW CONFERENCE NOTES REPORT FORM

STAFF MEMBER:

POSITION:

LOCATION:

ASSIGNMENT:

SUPERVISOR:

The intent of the Professional Growth/Performance Review (PGPR) is to discuss areas of job performance with the objective of achieving professional growth through specific strategies, and to recognize, support, and improve current job performance.

The staff member and/or supervisor may at any time during the PGPR process seek the involvement of an Association representative or other supervisor of his/her choosing.

Attached is the current position description.

1. Areas showing improvement, continued excellence, competence, or a unique creative approach.

Supervisor Comments:

Staff Member Comments:

**ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW
CONFERENCE NOTES REPORT FORM**

2. Areas needing improvement, attention, assistance, or accommodation.

Supervisor Comments:

Staff Member Comments:

3. Suggested remedial solutions and/or specific assistance that will be provided.

Supervisor Comments:

Staff Member Comments:

Supervisor's Signature Date

Staff Member's Signature Date

Director's Signature Date

ACCESS-CCBDD PROFESSIONAL GROWTH/PERFORMANCE REVIEW - SELF-ASSESSMENT

Staff Member: _____ Position: _____

Location(s): _____ Assignment: _____

Supervisor: _____ Date: _____

INSTRUCTIONS:

1. Upon notification from their supervisor, staff members are required to provide a written self-assessment to their supervisor within 10 days. (Attach additional pages if necessary.)
2. The supervisor will respond to the self-assessment through written comments within 10 days.
3. Supervisors shall respond to the self-assessment through written comments, and the staff member will receive a copy of any written comments made by the supervisor.

Review of any annual goals that may have previously been agreed upon.
Accomplishments during the past year.
Professional growth activities.
What supervisory or CCBDD support would be needed to improve the quality of services.
Annual goals for the next year.

ACCESS ASSIGNMENT PREFERENCE/REGISTRATION FORM

NAME: _____ **TODAY'S DATE:** _____
 (Please print) Last First

CHECK ALL BOXES THAT APPLY TO YOUR SITUATION:

- NO CHANGE REQUESTED
 REQUEST CHANGE
 PREF CONFERENCE REQUESTED
 I PLAN TO RETIRE
 I PLAN TO RESIGN
 LEAVE OF ABSENCE

DIRECTIONS: Sections A, B (if applicable) and C - indicate your preferences below by writing #1 next to your first choice, #2 next to your second choice, if applicable.

<p style="text-align: center;">Section A POSITION TITLES (Alphabetical)</p> <p> ___ ASSISTIVE TECHNOLOGY SPECIALIST ___ ADMINISTRATIVE ASSISTANT/ CHILDREN' SERVICES ___ CUSTODIAN ___ CUSTODIAN, PART-TIME ___ CUSTODIAN/REPAIRPERSON ___ DEVELOPMENTAL SPECIALIST ___ EARLY CHILDHOOD INTERVENTION SPECIALIST (ECIS) ___ EQUIPMENT ASSISTANT ___ INTERVENTION SPECIALIST ___ M.O.V.E TRAINING & INTERVENTION SPECIALIST ___ OCCUPATIONAL THERAPIST ___ OCCUPATIONAL THERAPY ASSISTANT ___ PARAPROFESSIONAL ___ PHYSICAL THERAPIST ___ PHYSICAL THERAPY ASSISTANT ___ REPAIRPERSON ___ SCHOOL-AGE BEHAVIOR & CURRICULUM INTERVENTION SPECIALIST (BCIS) ___ SIGN LANGUAGE INTERPRETER ___ SPEECH-LANGUAGE PATHOLOGIST ___ OTHER NON-ACCESS CCBDD POSITION: </p>	<p style="text-align: center;">Section B EARLY INTERVENTION STAFF CORE TEAM LOCATION PREFERENCE (Developmental Specialists, SLPs, OTs & PTs)</p> <p>West _____ East _____</p>
	<p style="text-align: center;">Section C AGE RANGE/ASSIGNMENT PREFERENCE</p> <p> ___ ADULT ___ EARLY INTERVENTION ___ AUGMENTATIVE COMMUNICATION </p>
	<p style="text-align: center;">** SIGNATURE **</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Staff Member Signature</p>

ACCESS-CCBDD LEAVE FORM

Name: _____ Location: _____ Position: _____

All leaves require approval by the Director of Human Resources or designee. You may not be entitled to all types of leave. See Leave Form Instructions on reverse for eligibility, notice, and other requirements.

TYPE OF LEAVE REQUESTED	NON-FMLA		FMLA*	
	#	DATE(S)	#	DATE(S)
PAID LEAVES				
Assault Leave Date of Assault: _____				
Compensatory Time Leave				
Court Leave				
Disability Leave				
Personal Leave - Emergency				
Personal Leave - Scheduled				
Professional Leave _____ Presenter				
Sick Leave - Reason: _____				
Sick Leave - Funeral / Death of: _____				
Sick Leave - Maternity / Paternity				
Vacation				
Worker's Compensation Hearing				
Other				
UNPAID LEAVES				
	NON-FMLA		FMLA*	
Educational Leave				
Medical Leave				
Parental Leave				
Personal Leave				
Sick Leave - Funeral				
Sick Leave - Maternity / Paternity				
Other				

OFFICE USE ONLY	
<input type="checkbox"/>	FMLA Approved
<input type="checkbox"/>	FMLA Denied
<input type="checkbox"/>	Form returned to staff
<input type="checkbox"/>	Date:
<input type="checkbox"/>	Initials:

Non-FMLA Approval Signatures:

STAFF SIGNATURE DATE

SUPERVISOR SIGNATURE DATE

DIRECTOR OF H.R. DATE

***FMLA Approval Signatures:**

STAFF SIGNATURE DATE

DIR. OF H.R. SIGNATURE DATE

*** Please file FMLA leave requests directly with the Director of Human Resources. Please send these requests by fax or U.S. mail. (Fax: 1-216 736-4544)**

ACCESS-CCBDD LEAVE FORM INSTRUCTIONS

FMLA (Article 35) The Federal Family and Medical Leave Act (FMLA) allows eligible employees to take approved leaves without penalty or loss of ability to earn attendance bonuses. Must be a CCBDD employee for at least 12 months prior to leave and worked at least 1250 hours in the 12 months prior to leave. Leave is needed for care of a newborn or child or due to a "serious health condition" of self, spouse, parent, minor child or child over 18 with mental or physical disability and incapable of self-care. Must have used all but 10 hours of accumulated paid leaves before unpaid FMLA leaves can be approved. Supervisor approval is not necessary for FMLA leave. **Submit FMLA leave requests to the Director of Human Resources, not to your supervisor.** If leave request is foreseeable, 30 days notice is required; if leave request is not foreseeable, submit leave request within 2 days of return to work. **The "FMLA Medical Certification" form must either accompany this ACCESS-CCBDD Leave form or is required to be filed as soon as possible, but no later than 15 calendar days after the filing of the ACCESS-CCBDD Leave form unless circumstances beyond the control of the staff person cause a delay. If the FMLA is due to a chronic condition, a Medical Certification will need to be filed every 6 months, but is not needed with every use of FMLA leave.**

ASSAULT LEAVE (Article 36) Submit request within 5 days of return to work. Attach physician's statement.

COMPENSATORY TIME LEAVE (Article 24) 1 day notice required, except in case of emergency, or if waived by your supervisor. May be used in one-hour increments.

COURT LEAVE (Article 38) Attach copy of summons.

DISABILITY LEAVE (Article 64) Attach physician's statement. Contact Human Resources.

PERSONAL LEAVE - EMERGENCY (Article 37) Notify supervisor at earliest time possible. Submit ACCESS-CCBDD Leave Form within 5 days of return to work.

PERSONAL LEAVE - SCHEDULED (Article 37) 3 days notice required.

PROFESSIONAL LEAVE (Article 42) One week notice for in-county; two week notice for out-of-county. Attach "Professional Leave Request Form".

SICK LEAVE (Article 33) Submit leave request within 2 days of return to work. Full or half-day increments only.

SICK LEAVE - FUNERAL (Article 33) Submit leave request within 5 days of return to work. Up to 5 days of sick leave may be used for funeral of immediate family as defined in Article 33.J.). Please indicate type of relation, i.e., sibling, grandparent, etc.

SICK LEAVE - MATERNITY/PATERNITY (Article 33) Submit request at earliest time possible.

VACATION (Article 32) One week notice. Full and half-day increments only.

WORKERS COMPENSATION HEARING (Article 39)

EDUCATIONAL LEAVE (Article 43d) One week notice required.

MEDICAL LEAVE (Article 43b) Attach physician's statement. Submit leave request at earliest time possible.

PARENTAL LEAVE (Article 43a) 2 month notice required.

OTHER:

ASSOCIATION RELEASE TIME (Article 11)

MILITARY LEAVE (Article 41)

SABBATICAL LEAVE (Article 43e).

The above information is a guide for ACCESS bargaining unit members for completing the ACCESS-CCBDD Leave Form. Refer to your contract for additional information and/or clarification.

ACCESS

Association of Cuyahoga County Employees for Special Students

ACCESS-CCBDD SICK LEAVE TRANSFER FORM

I, _____, do hereby authorize Human Resources Division, Cuyahoga County Board of Developmental Disabilities, to transfer ____ () days of my accumulated sick leave to a staff member who has been approved under Article 30. Sick Leave Bank.

I understand that I must have twenty days of sick leave accumulated prior to the transfer and that I am allowed to transfer up to three days per year, in half day increments, but that I may make only one transfer to this person per year.

Signature

Location

Date

MEDICAL LEAVE PHYSICIAN CERTIFICATION

This form should be used by ACCESS staff who do not meet the requirements of Article 35, Section A, such as Paraprofessionals and Permanent Part-time employees. Submit this form to the CCBDD Human Resources Division. Information on this form is CONFIDENTIAL and will be filed in your medical file. This document is not a public record. **A COMPLETED ACCESS-CCBDD LEAVE FORM MUST ALSO BE SUBMITTED.**

TO BE COMPLETED BY EMPLOYEE:

Employee Name: _____ SS# _____
 Position Title: _____ Site: _____
 Patient Name: _____ Relationship to Employee: _____
 Date(s) of leave requested: _____
 Reason for request: _____

The above statements are true to the best of my knowledge. I understand that providing false information is grounds for discipline, and possibly termination.

Signature: _____ Date: _____

TO BE COMPLETED BY HEALTH CARE PROVIDER:

Category of qualifying medical condition (see category descriptions and definitions on reverse side):

____ Hospital Care ____ Multiple Treatments-(Non-chronic Conditions)
 ____ Absence Plus Treatment ____ Chronic Conditions Requiring Treatments
 ____ Pregnancy ____ Permanent/Long Term on Conditions Requiring Supervision

Start date of the condition: _____ Probable duration of the condition: _____
 Is additional treatment required? _____ If yes, probable frequency and duration: _____

Provider description of medical facts and how they fulfill qualifying medical condition:

Proposed work schedule of employees:

____ Full Time ____ Part Time (Frequency: _____ Duration: _____)

If patient is employee's family member, in which areas would the employee's presence or assistance be beneficial?

____ Medical care ____ Safety ____ Personal Care ____ Transportation ____ Psychological Comfort

Health Care Provider Name: _____ **Type of Practice:** _____

Signature: _____ Phone #: _____

Address: _____ Date: _____

A "Serious Health Condition"¹ means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. **HOSPITAL CARE: Inpatient Care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² (or subsequent treatment in connection with or consequent to such inpatient care).
2. **ABSENCE PLUS TREATMENT:** A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:
 - (1) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.
3. **PREGNANCY:** Any period of incapacity due to pregnancy, or for prenatal care.
4. **CHRONIC CONDITIONS REQUIRING TREATMENTS:** A chronic condition which:
 - (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).
5. **PERMANENT/LONG-TERM CONDITIONS REQUIRING SUPERVISION:** A period of incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. **MULTIPLE TREATMENTS (Non-Chronic Conditions):** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease (dialysis).

1 Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking medical leave.

2 "Incapacity," for the purposes of medical leave, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

3 "Treatment" includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, and eye or dental examinations.

4 A "regimen of continuing treatment" includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of continuing treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, or other similar activities that can be initiated without a visit to a health care provider.

Cuyahoga County Board of Developmental Disabilities

WORK-RELATED INJURIES (ASSAULT)

Dear Doctor:

Our staff member _____ was assaulted during the course of his/her regular employment. Your assistance in completing this form will help determine if he/she is able to perform the necessary duties of his/her position (position description attached).

NATURE OF INJURY: _____

RESTRICTIONS: _____

ESTIMATED LENGTH OF RESTRICTED DUTY: _____

ACCOMMODATIONS NEEDED: _____

DATE STAFF MEMBER MAY RETURN TO UNRESTRICTED DUTY: _____

PRINT PHYSICIAN'S NAME

TYPE OF PRACTICE

PHYSICIAN'S SIGNATURE

DATE

STAFF MEMBER NOTICE: This form must be completed and return to Human Resources before any paid Assault Leave will be granted. Please fax completed form to the confidential HR fax line (216) 736-4544.

PROFESSIONAL LEAVE/PROFESSIONAL DEVELOPMENT REQUEST FORM

Name: _____

Position: _____ Site: _____

I request approval of Professional Leave to attend:

_____ A seminar, workshop, professional meeting, or conference related to the education of students or clients who are:

- _____ developmentally disabled, _____ or their families.
- _____ young children, _____ or their families.
- _____ otherwise job related.

Program Date(s): _____

Program Name: _____

Sponsoring Agency: _____

Address, City, State: _____

Contact Person: _____ Phone: _____

Description of Program (attach brochure if available): _____

Estimated Expenses: Registration: _____ Materials: _____ Travel: _____,
Lodging: _____ Meals: _____

How contributes to professional development: _____

Staff Member Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Director of H.R. Signature: _____ Date: _____

_____ Approved, _____ Denied, Reason: _____

APPLICATION FOR EDUCATION BENEFITS - ACCESS MEMBERS

Section I. Employee complete and submit to Human Resources

Name: _____ Date Employed: _____
 Address: _____ Certified: Y N
 City: _____ Zip: _____ Position: _____ Worksite: _____
 College/University: _____ Degree Sought: _____

Courses Requested for Pre-Approval
 \$4,000.00 \$____max per contract year**

Course #	Course Title	Qtr/Sem. Hrs.	Cost
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Circle One: Fall Winter Spring Summer

Approved: _____ Date: _____
 Human Resources Specialist

Section II. Employee complete and return copy

Courses Passed:	Grade
1. _____	_____
2. _____	_____
3. _____	_____

Name of text(s) for reimbursement:	Cost
1. _____	_____
2. _____	_____
3. _____	_____

Approved: _____ for payment
 Date: _____ Written figure: _____

Office Use ONLY	
Amt. to Date: \$ _____	
Approved	
\$ _____	
\$ _____	
\$ _____	
Total: \$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
\$ _____	
Total	

Return the form. A copy will be returned to you if approved. Return the copy with Section II completed along with the original receipts and a copy of the Grade slip.

EVALUATION OF MENTOR PROGRAM - By Mentor

Please evaluate the following components of the program by circling the appropriate letter and writing any comments, as needed.

E = Excellent	S = Satisfactory	N = Needs Improvement	
1. Effectiveness of mentor training and orientation session Comments:	E	S	N
2. Orientation with Mentee's supervisor Comments:	E	S	N
3. Available time to meet with/observe Mentee Comments:	E	S	N
4. Opportunities to have Mentee observe other staff member Comments:	E	S	N
5. Assistance/support for Mentee and Mentor from appropriate supervisor Comments:	E	S	N
6. Impact of the Mentor Program on the Mentee's knowledge and skills Comments:	E	S	N

Additional comments regarding **strengths** and **weaknesses** of the Mentor Program.

Signed

Dated

EVALUATION OF MENTOR PROGRAM - By Mentee (Staff member being mentored)

Please evaluate the following components of the program by circling the appropriate letter and writing any comments, as needed.

E = Excellent

S = Satisfactory

N = Needs Improvement

- | | | | |
|--|---|---|---|
| 1. Orientation with Supervisor and Mentor
Comments: | E | S | N |
| 2. Access to Mentor
Comments: | E | S | N |
| 3. Frequency of contacts with Mentor
Comments: | E | S | N |
| 4. Assistance/feedback/support from Mentor
Comments: | E | S | N |
| 5. Opportunities to observe other staff members
Comments: | E | S | N |
| 6. Impact of the Mentor Program on your (the Mentee's) knowledge and skills
Comments: | E | S | N |

Additional comments regarding **strengths** and **weaknesses** of the Mentor Program.

Signed

Dated

EVALUATION OF MENTOR PROGRAM - By Mentor Coordinator (Mentee's Supervisor)

Please evaluate the following components of the program by circling the appropriate letter and writing any comments, as needed.

E = Excellent	S = Satisfactory	N = Needs Improvement	
1. Effectiveness of the selection process and mentor assignment Comments:	E	S	N
2. Effectiveness of mentor training and orientation program Comments:	E	S	N
3. Effectiveness of the coordination process with the mentor Comments:	E	S	N
4. Effectiveness of the mentoring process on the skills and knowledge of the of the Memtee Comments:	E	S	N

Additional comments regarding ***strengths*** and ***weaknesses*** of the Mentor Program.

Signed

Dated

**CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SUPPLEMENTAL POSITION DESCRIPTION**

SUPPLEMENTAL POSITION TITLE: Mentor

DIVISION: Assistive Technology & Children's Services

PRIMARY FUNCTION: Provide professional support and guidance to newly hired and/or to current staff who completely change positions or programs.

NATURE OF WORK: Provide ongoing orientation, training, and counseling duties to support the professional needs related to the specific assignment.

PERSONAL CONTACTS: Mentee(s), other mentors, other CCBDD staff and/or staff from local school district and community partner agencies.

QUALIFICATIONS/REQUIREMENTS:

1. Mentor candidates must be recognized as exemplary professionals in their positions.
2. Minimum of three years work experience within his/her position.
3. Demonstrate the ability to work cooperatively and effectively with other professionals.
4. Attend and complete the Mentor Orientation training.
5. A copy of the Mentor Orientation training certificate of completion will be submitted to and kept on file with the Human Resources department.

I have reviewed this position description and it is reasonably accurate.

Signed

Dated

Signed

Dated

ACCESS

Association of Cuyahoga County Employees for Special Students

MANDATORY REPORTING FORM

Name: _____

Date: ___/___/___

Reporting Instructions:

The HR Department must receive this written notification within 5 business days for minor driving violations.

All other notifications listed below must be received by the HR Department on the staff member's next scheduled work day. You may fax this form to the HR confidential fax line at 216-736-4544.

The HR Department does not require an original copy of this form; fax or photocopies are acceptable.

Keep a copy of this form for your records.

Check Type of Report:

- Minor Driving Violation (2 points or less)
- Major Driving Violation (such as DUI/DWI or reckless operation)
- Misdemeanor Charge for carrying a concealed weapon or criminal drug charges
- Felony Charge (except for domestic violence charge)
- Misdemeanor Conviction for domestic violence, carrying a concealed weapon, or criminal drug violations
- Any Felony Conviction
- MUI Charge (while working on non-CCBDD job)

Further information:

See: Article 53, Driving Regulations

Article 54, Mandatory Reporting of Arrest, Convictions, and MUI Charges

DRUG FREE WORKPLACE POLICY

PURPOSE

As a condition of employment, all staff members are required to abide by this policy.

The CCBDD is committed to providing a workplace environment which ensures the safety of consumers, staff and the public. The goal of this policy is to assist staff members with drug and/or alcohol problems, while balancing respect for an individual's privacy with the need to maintain a safe, alcohol and drug-free working environment.

The following activities are prohibited:

1. Use of illegal drugs;
2. Misuse of alcohol;
3. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs;
4. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected; and
5. After reporting for work becomes so impaired from alcohol, drugs (legal or illegal) and/or any controlled substances that it affects job performance.

DEFINITIONS

For the purposes of this provision, the following definitions shall apply:

"Alcohol": the chemical agent in beverage alcohol, such as beer, whiskey, and wine.

"Alcohol Testing": testing by a certified breath-alcohol technician, using a DOT approved breath-testing device.

"Controlled Substance": (herein referred to as "Drugs") means any controlled substance whose use is prohibited by 21 U.S.C. 802 and includes all substances listed on Schedule I, through Schedule V., as they may be revised from time-to-time (21 CFR 1308). They may include, but are not limited to:

- | | |
|------------------------|--------------------|
| 1. Marijuana | 5. Amphetamines |
| 2. Cocaine | 6. Barbiturates |
| 3. Opiates | 7. Benzodiazepines |
| 4. Phencyclidine (PCP) | 8. Methadone |

"Drug Testing or Drug Test": scientific analysis for the presence of drugs or their metabolites in the human body.

"Designated Representative": persons authorized to receive confidential drug and alcohol information.

"Drug abuse offenses": the unlawful possession, use or distribution of illicit drug(s).

"Employee Assistance Program (EAP)": a designated provider of services for the purpose of

drug and alcohol use assessment, provision of treatment options and plans and referrals for staff members who violate this policy.

“Medical Review Officer (MRO)”: a licensed physician with knowledge of drug abuse disorders that is employed or used by the third-party administrator to conduct a review of drug test results.

“OTC”: over the counter medications. No prescription is required.

“Positive Alcohol Test”: test levels on both the initial test and the confirmation test produce a result of .02 percent or greater for fitness for duty determination; or an initial test and confirmation test result of .04 percent or greater for violation of this policy determination.

“Positive Drug Test”: test levels on both the screening test and the confirmatory test which are recognized as positive by the U.S. Department of Health and Human Services. In the event that the DHHS issues subsequent rules or regulations regarding test levels, the committee shall meet to consider amendments. No drug test shall be deemed positive until the MRO/third-party administrator certifies to the CCBDD that the result is positive.

“Prospective Employee”: means any person who has made a written or oral application to become an employee of the CCBDD.

“Random Testing”: the unannounced drug testing of a staff member who was selected by using a systematic computer generated selection method uninfluenced by any personal characteristic other than job category.

“Reasonable Cause”: testing founded on an articulated belief, based on recorded specific facts and reasonable inference drawn from those facts, that a staff member is impaired, under the influence of, or has used drugs or alcohol at work.

“Sample or Specimen”: any sample of urine, blood, or breath used for drug or alcohol testing.

“Staff Members”: includes all management, salaried, hourly employees.

“Use”: to consume, sell, purchase, manufacture, distribute, and are under the influence of, report to work under the influence of, or be in the possession of drugs or alcohol. The term use shall also include the presence of drugs or alcohol in the body of a staff member, including the presence as a metabolite, as indicated by a positive drug or alcohol test, and the use of a prescription drug without a valid prescription from an authorizing physician.

“Workplace”: all facilities, job sites, vehicles and equipment that are leased, operated or utilized by the CCBDD or its staff members for work related purposes. This will include parking areas and driveways, lockers, toolboxes or other related storage areas used by staff members. It will also include other public or private property, facilities, vehicles and equipment located away from the CCBDD facility if the staff member is present on such property for work-related purposes.

“Work Time”: all working hours regardless of whether the staff member is on the CCBDD’s property, and at any time the staff member represents the CCBDD in any capacity.

SUPPORT AND ASSISTANCE

The CCBDD recognizes that drug and/or alcohol abuse are treatable diseases which could affect any staff member. Staff members who suffer from alcohol or drug problems are encouraged to seek professional assistance before the problem leads to disciplinary action. Prior to an incident that leads to a violation of this policy, any staff member coming forward voluntarily to identify that they have a substance abuse problem will receive support and assistance.

The CCBDD has an employee assistance program (EAP) which offers professional help with substance abuse problems, as well as other personal problems. The CCBDD may require a staff member with a disclosed alcohol or drug problem to participate in and successfully complete a treatment program as a condition of continued employment. Help can be obtained directly which will be kept strictly confidential by calling 241-EASE (3273) or 1-800-521-3273. The EAP may participate in the selection of a treatment program. Such participation may require the use of leave time.

A medical release to return to work will be required. The medical records of a staff member with a drug or alcohol abuse problem will be preserved in the same confidential manner as all other medical record. The director of Human Resources may delay disciplinary action pending the results from the staff member's participation in the EAP or other treatment.

ACCOUNTABILITY

Any staff member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. Any staff member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. For the purpose of this section, the initial disciplinary sanction, in most instances, will include the completion of an appropriate rehabilitation program approved by the CCBDD and will not result in termination. However, if a staff member is found, after due process, to have sold or supplied drugs to a student or client, they will be terminated immediately. Subsequent offenses may result in further just cause discipline and/or termination.

Any staff member convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the administration no later than five working days after the conviction using the Mandatory Reporting Form which is Appendix K of this Agreement. Failure to do so may result in discipline for just cause.

POLICY FOR HARDWARE, SOFTWARE, EMAIL AND INTERNET USE

This policy applies to all users (CCBDD staff members, providers, contractors) who are established users of CCBDD hardware, software, email and network resources. All CCBDD hardware or software, as well as any CCBDD generated email or electronic document is the property of CCBDD and must be in compliance with these guidelines.

A. Internet, Electronic Document and Email Usage.

The Information Services department is responsible for establishing and maintaining employee email privileges. The content of electronic mail and word documents may be monitored. However, a review of the content of an individual's electronic communication will be to support operational, maintenance, security or investigative activities and not for personal curiosity. The email address (*CCBDD All*) should not be used to advertise or solicit business for personal use, as a vehicle for self-promotion or a forum for personal grievances. This would include advertising items for personal gain, union activity or grieving any general CCBDD policy or procedure.

The Information Services department will track all Internet access by employee ID. The user is not to share individual passwords. To do so may expose the authorized user to malicious actions by another party for which both parties may be held accountable. Personal access and use of the Internet will be reserved for non-business hours. Any libelous, sexually explicit or defamatory material may not be displayed or distributed at work. Access to pornographic, gambling, violence or hate sites is strictly prohibited

B. Purchase and installation of hardware and software.

The purchase of hardware and software shall be approved and acquired by the Information Services department only. Hardware includes laptops, desktops, printers, scanners, personal digital assistants (PDA), pocket or handheld PCs. Software installation on any CCBDD hardware will be the responsibility of the Information Services department. CCBDD software will not be installed on a device not purchased and supported by CCBDD. Software not owned by CCBDD will not be permitted on a CCBDD device to ensure that all applications are compatible and all licensing agreements are upheld. Duplication of copyrighted software or Internet downloads may be a violation of this software policy as well as a violation of federal and state law. Movies, photos and music cannot be stored on the CCBDD network or hardware devices. The Information Services department reserves the right to delete these files without prior notice in order to maintain the operational storage necessary for optimum performance.

C. Personal Use. Some personal use of the CCBDD business tools is permitted so long as such use is necessary, limited in time, causes no expense to the CCBDD and does not interfere with the operations of the CCBDD. Excessive personal use is prohibited.

D. Separation from CCBDD

At the time of separation or transfer of a staff member, both the staff member and the manager are responsible for returning any devices used by the employee.

E. Violations and penalties

Penalties for violating these policies will vary depending on the nature, severity or repeated instances of the specific violation. Any violation may be subject to disciplinary. Refer to Article 16. Discipline and Due Process of the Master Agreement and Discipline and Due Process section of the Employee Handbook.

Qualifications for Specialized Repairpersons

Electrical

1. Completion of five-year Apprenticeship Course.
2. Certificate of Journeyman Wireman Status
3. IBEW Code of Excellence
4. OSHA 30-hour cert., Minimum 15 hours Cert.
5. State of Ohio Fire Alarm License
6. State of Ohio Electrical License
7. Aerial Lift Training
8. Hilti Cert.
9. Work with NECA "National Electrical Contractors Association" (NECA)
10. Must be fluent in troubleshooting control circuits. 480v-12v
11. Knowledgeable in Commercial and Industrial Electricity
12. Job Management
13. Material Expedition
14. Green Initiative, LED & Alternative Energy
15. Must be able to read blueprints

Locksmith

1. Minimum five years experience in lock hardware
2. Minimum five years experience in the Architectural Hardware
3. Knowledge of a Locksmith. servicing, troubleshooting and repairing locks, door closers, exit devices, continuous hinges, butt hinges, swing clear hinges, electric magnets, electric strikes, electric exit devices, electric locksets, automatic low energy operators, door and frame issues, also cabinetry, file and desk locks and hardware.
4. The ability to pick open and manipulate locks, decode and cut keys, create and maintain key systems and key issues. Lock Picking is done under the Supervision of a Master Locksmith with a minimum hands on time of 16 hours.
5. Service the hardware and key systems for Commercial facilities
6. 16 hour Certification for installer and repairperson for fire rated door systems
7. Bondable
8. Hilti Cert.

HVAC

1. Minimum five years experience in over-all school or commercial building HVAC maintenance or mechanical contracting.
2. Specialization in trouble shooting building management systems with pneumatic and digital controls repair or replace defective parts
3. EPA Lic. Type 1,2,3 and Universal CFC Refrigeration
4. Completion of trade School or specialized training.
5. Follow blueprints or other design specifications to install or repair HVAC systems
6. Connect systems to fuel and water supply lines, air ducts, and other components
7. Install electrical wiring and controls and test for proper operation
8. Install gas, electric and hot water systems
9. Install lines, air ducts and vents, pumps, and other components

10. Connect electrical wiring and controls and often use combustion test equipment, such as carbon dioxide testers, carbon monoxide testers, combustion analyzers, and oxygen testers
11. Conserve, recover, and recycle the refrigerants used in air-conditioning and refrigeration systems.
12. OSHA 30 hour Cert.
13. York Factory Cert.
14. Partnership in A/C, Heating and Refrigeration Accreditation.
15. Hilti Cert.

Painter

1. Minimum five years experience in over-all school or commercial building Painting contracting.
2. Perform journey level work in the painting, finishing, and maintaining of a wide variety of interior and exterior surfaces and structures using the full range of application methods and materials; mixes and matches paints and finishes
3. Prepares, primes, sands, seals, patches and paints furniture, surfaces, buildings, and fixtures utilizing all types of painting materials such as varnish, lacquer, shellac, enamel, latex, epoxy, water-proofing and heat resistant finishes.
4. Tapes, flushes, repairs and applies texturing, wallpaper, and acoustic layers on a variety of surfaces
5. Adjusts colors when necessary; utilizes enhanced finishing skills when appropriate.
6. Operates, cleans and maintains all painting equipment, including brush, roll, sprayers and electrostatic sprayers, pumps, etc Safely stores and labels all materials.
7. Offers assistance and advice on materials, designs, and color
8. Construction, Maintenance, Artisan, and Coating Training and Experience.
9. Completion of a minimum four year Apprenticeship.

INDEX

Alternative Work Program & Workers' Compensation Hearing Leave (ART. 39)	37
Appendix	67
Assault Leave (ART. 34).....	36
Assignment And Transfers (ART. 22).....	20
Assignment Restrictions (ART. 23).....	21
Association Release Time (ART.11).....	12
Association Rights (ART. 10)	11
Attendance Incentive Bonus (ART. 31)	30
Calamity Day.....	27
Calling In Absent/Tardy (ART. 29).....	29
Certification/Licensure Of Staff Members (ART. 13).....	13
Change Of Insurance Carrier(S) (ART. 64).....	57
Complaints Against Staff Members (ART. 15)	14
Coursework Reimbursement (ART. 45).....	41
Court Leave (ART. 38).....	37
Days And Hours Of Work (ART. 24)	21
Definitions (ART 1a.).....	2
Dental Insurance(ART. 64)	56
Disability Pay (ART. 65).....	57
Discipline And Due Process (ART. 16)	14
Driving Record Regulations	48
Drug Testing.....	49
Duration, Effect And Form (ART. 71)	64
Educational Leave Of Absence (ART 43d)	40
Emergency Facility Closing (ART. 27)	27
Emergency Release Time (ART. 40).....	38
Employee Handbook (ART. 4).....	5
Fair Share Fee (ART. 64).....	52
Family And Medical Leave Act (FMLA)(ART. 35)	35
Grievance Procedure – Formal Level 1 (ART. 7)	8
Grievance Procedure – Formal Level 2 (ART. 7)	8
Grievance Procedure – Formal Level 3 (ART. 7)	8
Grievance Procedure (ART. 7).....	7
Health And Safety Equipment.....	50
Health And Safety Training (ART. 48)	44
Health Care (ART. 64)	53
Insurance - Change Of Carrier (ART. 64).....	57
Insurance - Paid During Leaves Of Absence (ART. 64)	57
Insurance (ART. 64).....	53
Insurance/Use Of Personal Automobile (ART. 53).....	47
Kaiser HMO Plan	54
Labor-Management Committee (ART. 6)	6
Layoff Procedures (ART. 21).....	18
Leaves Of Absence - Unpaid (ART. 431)	39
Life Insurance(ART. 64)	56
Local Professional Development Committee (ART. 48).....	43
LPDC.....	43
Management Rights (ART. 9)	10
Mandatory Reporting.....	49
Medical Leave Of Absence (ART 43b)	39
Medical Mutual	54
Mentor Program (ART 51).....	45
Mid-Term Bargaining Procedures (ART. 5)	5
Mileage Reimbursement (ART. 52)	47

Military Leave Of Absence (ART. 41).....	38
Negotiation Procedure (ART. 3)	3
No Strike (ART. 70).....	63
No-Fault Attendance Policy (ART. 30).....	29
Operations Division (ART 26)	26
Paid Insurance During Leaves Of Absence (ART. 64).....	57
Paid Memberships in Professional Organizations (ART. 46).....	42
Parental Leave (ART 43a)	39
Part-Time Staff Insurance Coverage (ART. 64).....	57
Paychecks (ART. 60).....	51
Payroll Deductions (ART. 61).....	51
Personal Leave (ART. 37).....	37
Personnel File (ART. 14)	13
Pick-Up of OPERS Or STRS Contribution (ART. 63)	53
Position Descriptions (ART. 17).....	16
Probationary Periods/Non-Probationary Staff (ART. 12)	12
Professional Growth/Performance Review (ART. 18)	16
Recognition (Art. 1).....	1
Recording Hours Worked (ART. 28)	28
Representation Election (ART. 2)	3
Retirement Incentive.....	62
Returning To Work (ART 44).....	41
Sabbatical Leave (ART 43e).....	41
Safety Equipment For Staff Working In The Community (ART. 58).....	51
Severance Pay (ART. 69).....	62
Sick Leave (ART. 34).....	32
Sick Leave Bank(ART. 32)	34
Staff Development (ART. 46)	42
Staff Member Rights (ART. 8).....	10
Strike (ART. 70).....	63
Subcontracting (ART. 20)	18
Subcontracting, Sideletter.....	65
Temporary Disability Benefits (ART. 65).....	58
Tools.....	50
Tuition Reimbursement (ART. 45).....	41
Union Dues	51
Unpaid Leaves Of Absence (ART. 43).....	39
Unpaid Personal Leave Of Absence (ART 43c).....	40
Vacancies (ART. 19).....	17
Vision Insurance(ART. 64)	56
Wellness Activities (ART. 50)	45
Work Apparel.....	50
Worker's Compensation Hearing Leave	38