



12-MED-10-1239  
0555-04  
K29533  
07/03/2013

**AGREEMENT**

between

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**DISTRICT 1199 WV/KY/OH, THE HEALTHCARE AND  
SOCIAL SERVICES UNION/ADULT SERVICES**

and the

**CUYAHOGA COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES**

January 1, 2013 to December 31, 2015

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ARTICLE 1. RECOGNITION

- A. The Service Employees International Union, District 1199, WV/KY/OH, the Healthcare and Social Services Union (hereinafter Union), is recognized by the Cuyahoga County Board of Developmental Disabilities (hereinafter CCBDD), as the sole and exclusive representative for the bargaining unit as set forth below in matters concerning salaries, fringes, and terms and conditions of employment for the duration of this Agreement, and continuing thereafter but subject to the rights of the employees to change or terminate their bargaining agent pursuant to O.R.C. Chapter 4117.
- B. This unit will be known as: SEIU District 1199/Adult Services.
- C. As used in this Agreement, the term "employee" is defined as, and the bargaining unit covered by this Agreement is defined as:

| CCBDD Position Titles<br>HEREINAFTER REFERRED TO AS "POSITIONS" | CCBDD Classification<br>HEREINAFTER REFERRED TO AS "CLASSIFICATIONS" |
|-----------------------------------------------------------------|----------------------------------------------------------------------|
| Account Executive                                               | Account Executive                                                    |
| Accounting Specialist                                           | Accounting Specialist                                                |
| Adult Program Specialist                                        | Adult Specialist                                                     |
| Community Employment Specialist                                 | Community Employment Specialist                                      |
| Registered Habilitation Aide                                    | Registered Habilitation Aide                                         |
| Habilitation Assistant                                          | Adult Specialist                                                     |
| Habilitation Specialist                                         | Habilitation Specialist                                              |
| Job Placement Specialist                                        | Job Placement Specialist                                             |
| Methods Engineer                                                | Methods Engineer                                                     |
| Infection Control Nurse                                         | Nurse                                                                |
| Nurse                                                           | Nurse                                                                |
| Nurse Educator                                                  | Nurse                                                                |
| Community Liaison Nurse                                         | Nurse                                                                |
| Regional Travel Coordinator                                     | Regional Travel Coordinator                                          |
| Adult Specialist/Contracts                                      | Adult Specialist                                                     |
| Transition Services Coordinator                                 | Transition Services Coordinator                                      |

- D. The Adult Program Specialist position, which is established effective January 1, 1995, is a multi-faceted position, which may be assigned to multi-sites, or to single sites and can be used in any of the CCBDD classifications designated as Adult Specialist.
- E. Employees on approved leave of absence shall be considered part of the bargaining unit.

- F. The list of job titles is intended to include all titles within the bargaining unit.
- G. If the CCBDD creates a new direct services position in the Adult Services Division or a new nursing position, then the CCBDD shall notify the Union at least ten (10) working days in advance of the new job being posted and the parties shall meet to negotiate the question of the inclusion of the position within the bargaining unit and the appropriate salary range.

If the parties are unable to agree, the inclusion issue may be referred to the State Employee Relations Board. Other issues may be resolved utilizing Article 16 Midterm Bargaining Process and Interest Arbitration.

## ARTICLE 2. NEGOTIATION PROCEDURE

### A. Future Requests For Negotiations

Requests for negotiations shall be submitted in writing by the Union to the Superintendent or his/her designated representative or by the Superintendent to the Chair of the Union or his/her designated representative between 90 and 120 days prior to the expiration date of any contract. A mutually convenient meeting shall be held within 15 days of the above-established date, unless both parties agree to a later date. At this meeting, both parties shall submit an agenda listing those issues, which will be negotiated. Upon adoption of said agenda, no issues shall be added for negotiations without mutual agreement.

### B. Procedures

1. Representation and Team Size. Each party will have a limit of eleven (11) representatives on its negotiation team. In addition, each party may use up to 2 consultants or outside (non-CCBDD) representatives who may attend and participate in negotiations sessions. No other person may be present during the negotiations sessions unless mutually agreed by the parties. Neither party will attempt to exert any control over the other's selection of its representatives. In addition, each negotiation team may use consultants in the course of negotiations.

2. Subjects of Negotiations. The negotiation teams shall

consider policies, which affect wages, hours and terms and conditions of employment, including but not limited to union security and dues check off.

- a. Negotiations meetings shall be in executive session.
  - b. All proposals and counter-proposals shall be in writing, dated, and labeled.
  - c. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiation team and set aside. Such items shall be considered tentative, subject to final agreement.
  - d. Either team may call for a caucus at any time. A caucus shall not normally 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 shall be in "good faith."
  - f. Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team. The CCBDD may not, however, direct its proposals to the bargaining unit.
  - g. While discussion is in progress, any news release prepared for the news media shall be approved by both groups.
  - h. Every effort shall be made to conclude within 60 calendar days from the date of the first meeting, which shall be held no later than 85 calendar days prior to the date in which the agreement expires. If negotiations have not been concluded by that time, negotiations may be extended by mutual agreement, or either party may declare impasse.
3. Schedule of Meetings. Until all negotiation 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 Union, upon request, all relevant data requested, including but not limited to:

- a. All financial documents which are filed with the County Budget Commission, the State Department of Education, the State Department of Developmental Disabilities, the State Auditor's Office, and monthly financial reports.
- b. Salary for all employees in the bargaining unit.

C. Agreement

When a tentative agreement is reached through negotiating, the outcome shall be reduced to writing and first submitted to the Union for ratification and then to the Board for formal approval. All proposals of either party will be made in good faith with the expectation that if accepted they will be adopted or ratified. If ratified by the Union, the Board shall consider the tentative agreement within ten (10) days, and if approved, immediately adopt a resolution setting forth the Agreement. The Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The subsequent Agreement shall constitute a modification of the Articles of this Agreement.

D. Impasse Procedure

Mediation. Both parties agree that mediation shall be the first step in impasse and further agree that either party may invoke mediation prior to impasse if it deems it advisable. A third party mutually acceptable will be employed as a mediator. If the parties cannot agree upon a mediator within five (5) days after impasse has been called, the parties shall jointly request the Federal Mediation and Conciliation Service to select a mediator pursuant to its rules to assist the parties. Cost of mediation shall be shared equally by both parties. If after fourteen (14) days from the invoking of mediation the Union feels that the matter cannot be resolved through the procedures outlined above, it may engage in any activity permitted by Chapter 4117 of the Ohio Revised Code, upon ten (10) days notice to the CCBDD and to the State Employment Relations Board; provided, however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof. It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under O.R.C. 4117.14 and that the parties shall, at the outset of negotiations, and in any case not less than fifty days prior to the expiration of any agreement, notify S.E.R.B. of this alternate procedure and their intention that it control in

lieu of the procedure under O.R.C. Section 4117.14 and shall supply S.E.R.B. with a copy of this Agreement at that time, unless a copy has been supplied pursuant to this negotiated Agreement.

- E. Rights of the Individual. Both parties agree that no reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation.
- F. The parties may mutually agree to any other negotiation procedure.

### ARTICLE 3. SAVINGS CLAUSE

- A. If any provision of the agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.
- B. Upon the request of either party, the parties will meet in good faith to negotiate a substitute or compensating provision to accomplish the intent of the parties, and shall if possible, reform the contract to accomplish that result.

### ARTICLE 4. UNION SECURITY

- A. The Union is and shall continue to be the labor organization, which shall have the exclusive right to have check-off from the pay of the employees in the bargaining unit, which it represents.
- B. The CCBDD shall have deducted from each pay of each member of the Union who has authorized such deduction any initiation fees and such dues as the Union's constitution and bylaws may provide. If the fair share fee provision becomes effective, the CCBDD shall have deducted from each pay of each month of the non-members required to pay the fair share fee, a fee not to exceed the amount of union dues. The CCBDD shall send to the County Auditor the documents necessary to accomplish these deductions and to request that the funds deducted be sent to the Union. The documents prepared by the CCBDD shall be sent to the County Auditor with the first payroll authorization sent to the Auditor after the effective date for such deductions.

The CCBDD will request that accompanying the payment of funds to the Union will be a list of the employees stating

the amount deducted and sent on behalf of each employee and the reason for the deduction.

- C. 1. Voluntary COPE Deduction. The CCBDD agrees to deduct and transmit to the treasurer of Service Employees International Union, District 1199, COPE-PAC, the amount specified for each hour worked from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by Service Employees International Union, District 1199 COPE-PAC. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.
- 2. Bargaining unit employees will be permitted to authorize, change, or delete at any time. SEIU, District 1199 will provide any communications to employees that are necessary with reference to the voluntary COPE deduction.
- 3. The union agrees to hold the county harmless for any deductions made in accordance with this section.
- D. The Union will indemnify and save the CCBDD harmless from any action growing out of deductions hereunder or fair share fee, if applicable, and commenced by an employee against the Cuyahoga County Board of Developmental Disabilities (or the CCBDD and Union jointly).
- E. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09 (C) pertaining to political expenditures by the employee organization.
- F. Upon ratification hereof and annually thereafter, the CCBDD shall furnish to the Union a list of bargaining unit employees showing such employees' names, addresses, classifications, and places of work. Upon hiring new employees, the CCBDD shall furnish to the Union the name, address, classification, and place of work of such new employees. The CCBDD shall afford the Union Delegate at such employee's place of work an opportunity to address the

employee for fifteen (15) minutes when neither employee is supervising clients during his first week of work.

ARTICLE 5. FAIR SHARE AGREEMENT

- A. CCBDD agrees that all employees in the bargaining unit shall be either members of the Union or shall pay a fee for services to the Union, as a condition of continued employment with CCBDD. Such fee requirement shall become effective upon completion of ninety (90) calendar days for new employees.
- B. Upon timely demand, non-members may appeal to the Union the payment of the agency fee pursuant to the internal procedure adopted by the Union, or such non-members may submit such appeals as provided by law.
- C. The above provision shall be an exclusive right of the Union not granted to any other organization seeking to represent employees in the bargaining unit represented by the Union.
- D. Eligible, bargaining unit employees shall be defined as a bargaining unit employee who has completed ninety (90) days with the CCBDD and who is otherwise eligible to be a member of the Union consistent with its constitution and bylaws.
- E. The Union does not waive any right to charge for materials or services.

ARTICLE 6. UNION REPRESENTATION

- A. The CCBDD shall recognize a Delegate and an alternate Delegate in each facility as well as three (3) Community Employment/Job Placement Delegates, as representatives of the Union. The CCBDD will also recognize a nurse Delegate.

The CCBDD will also recognize a negotiating committee in accordance with Article 2 if the Union will give the CCBDD written notice of the persons who are serving as Delegate, alternate Delegate and members of the negotiating committee, including any changes in those persons. If at any time a facility does not have a Delegate or alternate Delegate, the Union may designate a person to perform the duties of Delegates for the facility.

- B. The shop Delegate or alternate shop Delegate shall be permitted to discuss complaints or grievances with employees during regular working hours, so long as they are not required or engaged in the active supervision of clients.

A Delegate or alternate Delegate, if specifically requested by the aggrieved employee or employees, will be allowed time during working hours to attend level two grievance meetings without loss of pay.

- C. Visitation Rights - Duly authorized representatives of the Union, other than employees, shall be permitted to transact official Union business on facility property at all reasonable times after having signed in with the AAC Manager and stated reason for visit, provided that the normal and ordinary operation of the facility is not interrupted.
- D. Release time up to twenty (20)\* days per year will be granted to the Union Chair or his/her designee to a maximum of 8 days per person per year in order to conduct official Union business. The Chair or designee must make the request at least 24 hours in advance. The supervisor may deny the request for operational reasons.

\* Labor-management meetings, management council meetings, executive board meetings (Article 7), disciplinary investigative meetings and hearings, and negotiations sessions are not counted towards the maximum in this article.

#### ARTICLE 7. UNION MEETINGS

- A. The Union Delegate, the Alternate delegate and/or the Union Representative shall have the right to schedule Union meetings before and after working hours while the Adult Activities Center and SAW (Solutions at Work) is regularly open. All such requests must be made in writing and approved by the Adult Activities Center and SAW Manager in advance.
- B. Union orientation: All employees successfully completing their probationary period shall be oriented by the Union Executive Board Member/Delegate for a period of up to one (1) hour (excluding travel time) without loss of pay.
- C. The Union shall be represented by two (2) Executive Board Members who will be granted two (2) days off with pay up to four (4) times per year to attend Union Executive Board Meetings.

#### ARTICLE 8. BULLETIN BOARDS

In facilities where a union bulletin board exists, it shall be maintained. Otherwise, each facility AAC and SAW, Inc. Manager shall provide adequate space, four square feet, on the present

bulletin board for District 1199 materials for the purpose of communications with the bargaining unit. This shall not be interpreted to exclude the Adult Activities Center Manager from the use of the bulletin board, but his/her use shall not deprive District 1199 of the exclusive use of the space reserved for District 1199.

Such use of the bulletin board by District 1199 shall be only for posting notices bearing the written approval of the Chair of the Union or an official representative of District 1199. No notice or other writing may contain anything political, controversial, or critical of the CCBDD or any other institution or of any employee or other person. Upon request from the Superintendent or his/her designee, the Union will immediately remove any notice or other writing that the CCBDD believes violates this agreement. The Union shall have the right to grieve such action at Step 3 of the Grievance Procedure.

The Union Delegate and/or alternate shall have the responsibility of posting and removing notices, which relate strictly to Union business.

#### ARTICLE 9. BOARD MINUTES

The CCBDD agrees to furnish the Union, at cost, copies of all Board agendas and minutes.

#### ARTICLE 10. MANAGEMENT RIGHTS

Except as specifically limited by explicit provisions of this Agreement, the CCBDD shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the CCBDD's exclusive management rights include, but are not limited to areas of discretion or policy such as the functions and programs of the CCBDD, establishing reasonable standards of services, its overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; to suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign (including the assignment and allocation of work within workshops or to other workshops), schedule, promote, or retain employees; to maintain and improve the efficiency and effectiveness of CCBDD operations, and to determine the overall methods, processes, means, or personnel by which CCBDD operations are to be conducted; to determine the size and duties of the work force; to establish, modify, consolidate or abolish jobs; to determine reasonable staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine all policies and procedures related to

consumers' programs; to determine the overall mission of the CCBDD; and to carry out the ordinary and customary functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

## ARTICLE 11. GRIEVANCE PROCEDURE

### A. Basic Objective

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal as may be appropriate at any level of this procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

### B. Definitions

1. A "grievance" means a complaint by an employee, a group of employees or class of employees that there has been a violation or misinterpretation of any provisions of the Agreement between the CCBDD and the Union.
2. A "grievant" is an employee, a group of employees, or class of employees making the complaint.
3. In any step of the grievance procedure any reference to time schedules and/or work days shall exclude Saturday, Sunday and legal or contract holidays.
4. "Representative" means an official of or other spokesperson for the Union.

### C. Right To Assistance And Counsel

The grievant, if he/she so wishes, shall have the right to be accompanied by and receive assistance by a representative of the Union at any stage of the grievance procedure, or when disciplinary action is being imposed.

### D. Informal Procedure

A grievant shall first discuss his/her grievance with his/her immediate supervisor either directly or through his/her representative, with the objective of resolving the matter informally. Informal procedures must be initiated within five work days after the occurrence of the alleged grievance, or five work days from the date the employee has knowledge of the occurrence.

E. Formal Procedure

1. Level One: If the grievant is not satisfied with the outcome of the informal procedure, he/she may present a formal grievance, in writing, to the site manager within five (5) work days after informal discussion. The site manager shall, within three work days after receipt of the written grievance, hold a meeting with the grievant and/or union representative and thereafter have three (3) work days to render his/her decision and all the reasons therefore, in writing, to the grievant with a copy to the representative.

The nursing staff shall file their formal grievance with the Nursing Supervisor or her designee and both parties are bound by the same time limits set forth above.

2. Level Two: If the grievant is not satisfied with the outcome of the Level One procedure, he/she may present a written appeal to the Director of Human Resources or his/her designee within ten (10) days of receipt of the Level One decision. The Director of Human Resources or his/her designee shall schedule, within three (3) work days after receipt of the written appeal, a meeting with the grievant or his/her representative, or with both for the purpose of resolving the grievance. The Director of Human Resources or his/her designee shall within ten (10) work days after the hearing, render a decision and all reasons therefore, in writing with a copy to each of the following: the grievant, the Union and the site manager involved, or Nursing Supervisor if applicable.
3. Level Three: If the grievance is not settled at Level Two, the grievance shall be referred to the Executive Board of the Union at its next meeting following receipt of the written answer.

The Executive Board shall have the right to refuse arbitration on any grievance and also reserves the right to refer to arbitration any grievance without the consent of the grievant. The Union shall notify the Employer that a matter has been approved for arbitration within five (5) work days of its decision after the Executive Board meeting to consider the grievance for arbitration. The Union will notify the employer if the employee's grievance has been submitted to the Union internal appeals process. If an employee grievance is being considered by the SEIU internal

appeals process, the parties agree to hold the timelines in abeyance until the appeals meeting has taken place but not more than 45 days after the Executive Board Meeting. Simultaneously, with notice to the Employer, the Union shall request a panel of seven (7) names prepared and submitted by the Federal Mediation and Conciliation Service in accordance with its procedures.

While awaiting delivery of the panel from FMCS, the parties shall meet to select an arbitrator. If unable to agree, the parties shall then select an arbitrator from the FMCS panel by use of the alternate striking method. The person so selected shall hold the necessary hearing within thirty (30) days and render his/her final decision and award within thirty (30) days of the hearing. The cost for the services of the arbitrator shall be borne equally by the CCBDD and the Union.

The parties, by mutual agreement, may attempt mediation of any grievance at any time prior to the arbitration hearing.

The arbitrator shall limit his/her decision to the express terms of this Agreement and mandatory requirements of applicable state law.

The arbitrator shall have no power to add to, delete, or modify the terms of this Agreement by implication or otherwise.

The decision of the arbitrator, if rendered within the scope of the above stated authority, shall be final and binding on the parties.

Decisions of the arbitrator are final and binding. If a party fails to immediately abide by the decision and award of the arbitrator, any other party may commence an action in equity in any court of competent jurisdiction to enforce the decision and award of the arbitrator.

4. The Union may file a grievance regarding its rights under this Agreement.
5. Time limits may be extended by mutual agreement.
6. Any grievance not timely appealed shall be deemed withdrawn. Any grievance not timely answered may proceed to the next step of the grievance procedure.

## ARTICLE 12. DISCIPLINE

Disciplinary action of any kind, including reprimand, shall be taken only for just cause after the completion of an investigation. Disciplinary action shall be progressive and normally consist of the following: written warning, suspension, and/or dismissal. Employees have the right to appeal any disciplinary action through the grievance procedure.

Prior to the written reprimand, suspension and/or discipline, the CCBDD shall make every effort to counsel the employee of the fact that if his/her conduct continues, it will lead to further discipline.

No disciplinary action beyond a written warning shall be implemented prior to a pre-disciplinary conference.

A written notification of the time and place of a pre-disciplinary conference shall be sent to the employee and the union at least five working days prior to the conference.

The written notification shall set forth the nature of the allegations which, if substantiated could result in disciplinary action.

The employee shall have the right to have a union representative with them at the conference.

The employee shall have the right to respond to any allegations made against them.

The employee and the union shall be notified in writing of the decision regarding the allegations within ten working days of the conference.

All information forming the basis for disciplinary action will be given to the employee involved and upon request to the Union. Copies of all disciplinary notices shall be sent to the Union representative or designee.

Records of disciplinary actions and all documents related thereto shall be removed from the personnel file according to the following schedule:

|                  |           |
|------------------|-----------|
| Written Warning: | 24 months |
| Suspension:      | 24 months |

Said action shall cease to have force and effect providing there are no intervening disciplinary action(s) during the agreed to time periods above.

ARTICLE 13. VACANCIES

- A. Lateral Transfer Forms (Appendix A) that are on file with the human resources department shall be used to make all related lateral moves before a vacancy is posted.
- B. All permanent vacancies for all bargaining unit positions shall be posted in all CCBDD Adult Activities Centers and SAW, Inc.

At the end of the interview and screening process for vacancies but prior to the announcement of the successful candidate, all employees who have applied shall be notified promptly in writing of selection of the identity of the successful candidate.

- C. All temporary vacancies known to be of ninety (90) day duration or more shall be posted only at the AAC or community employment region and SAW, Inc. (if applicable) where the vacancy exists. Selection will be based upon the same criteria as identified in paragraph G below. Selection may be made after the notice has been posted for three (3) work days.
- D. All postings shall include:
  - 1. Position title
  - 2. Location
  - 3. Immediate supervisor
  - 4. Hours/Work year
  - 5. Salary range
  - 6. Deadline for application
  - 7. A number for each posting
- E. Computer access of District 1199 bargaining unit position descriptions will be available at all Adult Activities Centers. Each Delegate will be permitted to access these documents during work hours. Position descriptions will be provided to applicants upon request. Employees who apply for posted positions after the deadline date may be considered for hire unless the selection process has been completed.
  - 1. A list of vacancies with all info Per Section D will be provided to union Delegates and shall be posted in each AAC, SAW, Inc. and the Lakeside Administration Building. Temporary bargaining unit positions of 90 days or more will be posted only at the building where the vacancy exists and for community employment in the region where the vacancy exists.

- F. Selection from among applicants shall be made on the basis of knowledge, skill, and the ability to perform the work in question, experience qualifications, certification requirements as determined by the State, work record and seniority. Where the other factors are substantially equal, seniority shall govern.
- G. All bargaining unit postings will be either emailed or faxed to the Union and the Delegates at the same time as they are posted. In addition, the Union representative and Union Chair will receive a list of all applicants who are a part of the bargaining unit upon completion of selection process.
- H. It is the intent of the CCBDD to make postings of non-bargaining unit positions available to bargaining unit employees on the same basis as non-bargaining unit employees.
- I. Lateral Transfers - Any employee seeking a lateral transfer shall request same on a form provided by CCBDD. The employee shall designate the particular location, work schedule and specific position to which they desire to be transferred.
- J. Lateral transfer requests shall be filled prior to the posting of any job position.

#### ARTICLE 13A. LATERAL TRANSFERS

- A. Workshop Specialists and Habilitation Assistants are grandfathered in their current positions. If openings occur in positions held by a Workshop Specialist or Habilitation Assistant, lateral transfers shall be made prior to posting the vacancy.
- B. The CCBDD shall give grandfathered employees first consideration in filling openings in the two positions (Workshop Specialists and Habilitation Assistants). Openings in positions where grandfathered employees have been denied lateral transfers may not be posted as Adult Program Specialist vacancies.
- C. If a grandfathered employee has not filed a lateral transfer request prior to the occurrence of the opening and the posting, he/she shall not receive priority for lateral transfers related to that opening. The CCBDD will be permitted to post an APS position if no lateral transfer request for the specific site has been received prior to the opening and the posting.

D. A lateral transfer shall be defined as a change of site for bargaining unit members. A change of position title shall not be included in the definition of lateral transfer except as provided in Paragraphs A & B above.

E. Lateral transfers for the following positions involve a change of regions:

- Community Employment Specialists
- Job Placement Specialists

F. This provision does not apply to the following positions:

- Account Executives
- Accounting Specialists
- Methods Engineers
- Infection Control Nurses
- Nurse Educators
- Community Liaison Nurse
- Transition Services Coordinator

G. The CCBDD shall give priority to any lateral transfer request prior to providing any notice of vacancy to other employees or others. A lateral transfer request shall be granted to any employee who has been a member of the bargaining unit for at least 3 consecutive years and is in good standing (no disciplinary problems) with 8 or fewer non-FMLA sick days in the past 12 months and no more than 4 tardies. A disciplinary problem shall be defined as any 2 or more day suspension in the two years prior to date of application.

Employees who have been granted lateral transfers within 3 years may not apply for lateral transfers.

H. Any employee seeking a lateral transfer shall request same on a Lateral Transfer Form provided by CCBDD (Appendix A.) Lateral transfer requests are only valid for the calendar year in which they are submitted. Each January the lateral transfer database from the prior calendar year will be purged and a new one started. Therefore, requests for lateral transfers must be renewed annually. An employee who turns down a lateral transfer (after prior request) twice will be removed from the lateral transfer for the current calendar year and will have to resubmit in the new year if they wish to be reconsidered.

- I. If there is more than one request for a particular lateral transfer, selection shall be made on the same basis as a job bid in paragraphs H above and K below.
- J. Selection from among applicants shall be made on the basis of knowledge, skill, and the ability to perform the work in question, experience, qualifications, certification requirements as determined by the state, work record and seniority. Where the other factors are substantially equal, seniority shall govern.
- K. The Union and the Delegates will receive bi-annually (2 times per year) updates regarding requests for lateral transfers.
- L. REASSIGNMENTS: If a regional employee desires to be reassigned within his/her region from second shift to first shift, he/she shall file a request per Appendix B. When a vacancy is determined to exist, in the particular classification, the CCBDD shall give priority to requests made by CES who have at least one year's seniority. The CCBDD shall make no more than three (3) priority reassignments per region per contract year and such assignments shall be based upon seniority. This limitation does not restrict an employee from laterally transferring from a second shift position to a first shift position (in a different region). A CES who was involuntarily reassigned from first shift to second shift shall have priority Per Article 19, Section D over a voluntary reassignment request. Those employees who exercise their rights under Article 20, Section D shall not be included and shall not be limited by the priority reassignments in this Article.

#### ARTICLE 14. PROBATIONARY PERIOD

- A. The probationary period for all positions in the bargaining unit shall be 240 calendar days or 120 calendar days per paragraph E.
- B. The CCBDD may remove a new employee during his/her probationary period for any reason without that employee having a right to appeal the decision in the grievance and binding arbitration provisions of this Agreement or the State Personnel Board of Review.

- C. After an employee has successfully completed his/her probationary period, he/she will be a permanent employee of the CCBDD and can be involuntarily removed only for just cause or layoff pursuant to this Agreement.
- D. An employee who has been promoted may voluntarily return to his/her former position if the Director of Human Resources is notified within ten work days of the effective date of the promotion.
- E. An employee who is the successful candidate hired to a position in a different classification shall have a 120 calendar day period subject to the following terms and conditions:
  - 1. During the first sixty (60) calendar days, an employee may be disqualified from the position only for just cause.
  - 2. During the second sixty (60) calendar days, the employee may be disqualified at the discretion of the CCBDD, provided the employee has received an evaluation. The employee's evaluation shall be reviewed with the employee and with the Delegate if the employee requests. The employee thereafter shall be allowed a reasonable amount of time to correct all deficiencies, but not less than fifteen (15) Calendar days. If after such time, it is determined that the employee is not capable of performing satisfactorily in the position, the CCBDD's determination shall be reviewed with the employee and with the Delegate if the employee requests, and the employee may then be disqualified.
  - 3. Disqualified employees shall be placed in their former position displacing any employee in that position. Employees displaced by the disqualified employee shall likewise return to their former position. If placement is not feasible the employee will be placed in a position in his/her former classification, taking into account the employee's geographic preference for assignment.
- F. By mutual agreement of the parties, the CCBDD may extend a probationary period of an employee up to one hundred eighty (180) days beyond the expiration date of the original probationary period or up to ninety (90) days if the qualifying period is one hundred twenty (120) days per paragraph E above.

- G. Nothing in this Article shall be deemed to restrict the employer's right to discipline for just cause in accordance with Article 12.

ARTICLE 15. SENIORITY

- A. As of January 1, 2007, seniority shall be determined by the employee's length of continuous service in this bargaining unit. All current employees shall retain their current seniority date. (See current employee seniority list).
- B. Seniority shall be broken only by discharge for just cause, voluntary separation, or transfer to a position outside of this bargaining unit.
  - 1. If a bargaining unit member leaves the unit or transfers to a position outside the unit and returns within thirty (30) working days, there will be no break in their seniority.
- C. If employees have the same seniority date, the tie shall be settled in the favor of the employee with the higher social security number (last 4 digits).

ARTICLE 16. MIDTERM BARGAINING PROCESS AND INTEREST ARBITRATION

- A. If at any time during the term of this Agreement, CCBDD alters and/or revises any current terms or conditions of employment of any position, CCBDD shall bargain with SEIU, District 1199, for a period not to exceed 15 calendar days, the affects of any change. If no agreement is reached, the procedure set forth below shall govern resolution of the disputed issue(s).
- B. An Arbitrator will be selected by contacting the federal mediation and conciliation service (FMCS) and requesting a list of at least 7 experienced arbitrators. The parties will use the alternative strike selection method.
- C. The arbitrator so assigned must be available to hear the matter within 30 days of the request. If that arbitrator is unavailable, then the next arbitrator in sequence will be requested to hear the matter, and so on. If no arbitrator can hear the matter within 30 days, then

the matter shall be heard by the arbitrator with the earliest available calendar date.

- D. The arbitrator will have 30 days from the date of hearing to notify the parties of which "best and final offer" shall govern. The arbitrator shall select one position or the other position.
- E. The decision of the arbitrator shall be final and Binding on the parties.
- F. In the event CCBDD revises the job duties of a position, bargaining of economic issues shall proceed according to Article 17. Changes in Job Duties.

#### ARTICLE 17. CHANGES IN JOB DUTIES

- A. It is expected that employees' job duties will be changed periodically.
- B. In the event that the Union contends that a change is substantial and should result in additional compensation to the employee(s), the Union shall notify the CCBDD in writing within 30 working days of the change.
- C. The parties shall meet and discuss compensation for the change of duties. This meeting shall be held within ten (10) working days of the paragraph B notice. The parties shall negotiate for a maximum of fifteen (15) working days. At the conclusion of this period, either party may declare that an impasse exists.
- D. Prior to submitting the matter to arbitration, the CCBDD may eliminate the change of duties and terminate the future compensation issue. This change must be made within 5 working days of the date that impasse is declared.
- E. If the CCBDD eliminates the change of duties, but the Union wants to proceed on the compensation issue for the period in which those job duties were performed, the Union shall file a written grievance at Level Two of the Article 11. Grievance Procedure.
- F. If the CCBDD does not eliminate the change, the Union may file a written grievance at Level Three within 20 working days of the date on which impasse was declared.
- G. Any decision by an arbitrator to change the compensation of an employee(s) shall be final and binding on the parties and

shall be retroactive to the date of implementation of the change of duties.

ARTICLE 18. WORKING OUT OF CLASSIFICATION

An employee who agrees to perform work that is outside the employee's job description and/or classification shall be paid the rate applicable to such higher rated classification after completing a total of one day in a given pay period.

ARTICLE 19. TRANSFERS/CHANGE OF WORK HOURS

- A. See the definition of transfer in paragraphs D - G of Article 13A.
- B. If an employee is to be transferred involuntarily to another facility or region, he/she shall be provided ten (10) days notice prior to the requirement to report to work at the new facility or region.
- C. No transfers will be made for reasons that are arbitrary and capricious. Employees may utilize the grievance procedure to seek compliance with this prohibition.
- D. No twelve-month employee will be involuntarily transferred to a position with a lesser number of annual work hours. No employee will be involuntarily transferred or reassigned from first shift to second shift or vice-versa, except as noted below.

A CES on first shift shall not be involuntarily transferred to a second shift job (in another region), but due to loss of contract may be reassigned to a second shift position within his/her region. However, a CES with at least two years of seniority who is involuntarily reassigned to the second shift will be reassigned back to the first shift, based on seniority, when the first slot becomes available in the region. Nothing herein restricts an employee from exercising his/her lateral transfer or bidding rights.

- E. An employee shall have the right to confer with the Director of Human Resources prior to being transferred. If the employee does not want to transfer, an effort will be made to reach a mutually agreeable solution. If a solution cannot be reached, the employee will be transferred.
- F. The CCBDD will transfer the least senior employee at the site or in the region, whichever is applicable.

ARTICLE 20. REGISTRATION/CERTIFICATION

All employees must comply with the registration and/or certification requirements for their position as determined by the State of Ohio. A copy of their registration or certificate, which is required by the State, must be provided to the Director of Human Resources. Employees will not be permitted to work if registration/certification has expired, and will be subject to disciplinary action up to and including termination on a just cause basis.

Newly hired staff shall provide proof of application for their registration/certification upon hire.

ARTICLE 21. LAYOFF AND RECALL

- A. If layoffs are necessary, probationary employees in the affected classification shall be laid off first. If further layoffs are required, employees shall be laid off to the extent necessary by inverse seniority within the affected job classification.
- B. The Union will be notified at least 10 working days prior to any layoff. Management will meet and confer with the Union at least 5 working days prior to the intended date of layoff to discuss potential alternatives. CCBDD reserves the right to consider volunteers prior to the layoff of lesser senior employees.
- C. Bargaining unit employees may bump into a lower pay classification if they have held a permanent position in that pay classification at any time. Any bumping employee must have greater seniority than any employee being bumped. Otherwise, no bargaining unit employees may bump into other classifications to avoid layoff. CCBDD employees who are not members of this bargaining unit shall not be permitted to bump a bargaining unit employee.
- D. For purposes of layoff and recall, all persons having an Adult Specialist classification shall constitute a single classification. Also, all persons having a nurse classification shall count as a single classification. All other positions listed in Article 1 of this Agreement shall be separated into individual classifications.
- E. The Union shall receive a master layoff list as soon as possible, but no later than two weeks prior to the effective date of the layoff.

- F. Where layoffs are anticipated, an employee shall be notified as soon as possible and shall receive notice of actual layoff and not less than one week prior to the effective date thereof.
- G. An employee being laid off shall receive payment of earned, but unused vacation pay at the option of the employee.
- H. When an overstaffing results at one facility in a classification and an understaffing at another facility the opening at the understaffed facility shall be offered in order of seniority to the employees at the overstaffed facility. If no one volunteers for the opening, the least senior employee in the affected classification at the overstaffed facility shall be transferred.
- I. Employees shall be recalled according to seniority and qualifications. The CCBDD shall send notice of recall by certified mail to the employee's last known address. The employee shall be permitted five calendar days to notify the CCBDD of his/her intention to accept the position. If the employee fails to respond or declines the position, he/she shall be removed from the recall list. If an employee is incapacitated under circumstances entitling that employee to a leave of absence, he/she must request a leave of absence within the five day response period. If the leave is granted, he/she shall be reinstated to the recall list when he/she is capable of returning to work. Employees shall have recall rights for two years. Employees on layoff are recognized to retain job bidding rights for vacancies.
- J. Following recall from reduction in force, the employee shall retain all seniority accumulated prior to the reduction in force. In addition, the employee will retain all sick leave accumulated prior to the reduction in force.
- K. No new employees shall be hired in a job title until all staff members on the recall list who were qualified for that job title before layoff and desire to return to work have been offered the opportunity of recall.
- L. Employees who are on the recall list may serve as a substitute employee without jeopardizing their rights to further recall.
- M. Employees who change work locations as a result of this Article will be able to retain their vacation periods which have been approved per Article 29 Section J.

- N. Employees who change to positions in lower pay ranges as a result of this article will have their salary in that position determined by the ratio between their current salary on the minimum salary for their position. Their new salary will be the same ratio to the minimum salary for their new position.

ARTICLE 22. NON-DISCRIMINATION

Both the CCBDD and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, handicap or sex.

Both the CCBDD and the Union recognize the right of all employees and all applicants for employment to be free to join or not to join the Union and to participate or not to participate in Union or legal concerted activities. Therefore, both parties agree that there shall be no discrimination, interference, restraint, coercion or reprisal by the CCBDD or the Union or any agent or representative of either party against any employee or any applicant for employment because of Union membership or lack thereof.

All employees of the CCBDD within the bargaining unit shall receive equal treatment and shall share in any and all benefits and responsibilities provided herein.

Nothing in this Agreement shall supersede the rights of employees under Title VII, Equal Employment Opportunity of the Civil Rights Act of 1964.

ARTICLE 23. WORK YEAR

- A. Hours of Work - Employees who are covered by this bargaining agreement will normally work eight hours per day, Monday through Friday except for Registered Habilitation Aides, who will work seven hours per day. The actual starting and quitting times will be set by the CCBDD so as to best meet the consumers' needs and the needs of the transportation department. Employees may be asked to work different hours than the regularly scheduled hours at their work sites, depending on the consumers' and programmatic needs.

1. Adult Program Specialists, Workshop Specialists, Habilitation Assistants, and Habilitation Specialists, will work a fixed schedule of eight hours per day,

Monday through Friday. Registered Habilitation Aides will work a fixed schedule of seven hours per day.

2. Nurses, Methods Engineers, Account Executives, Regional Travel Coordinators, Job Placement Specialists, Community Employment Specialists, Transition Services Coordinator and Accounting Specialists will work on flexible schedules (different days and hours) as dictated by consumers' and programmatic needs.
- B. The CCBDD may change starting and quitting times at the Adult Activities Centers provided 60 days written notice to the Union is given.
- C. There shall be a total operation shutdown for four (4) consecutive work days plus a holiday at all Adult Activities Centers on the following dates:

July 01 - July 05, 2013  
June 30 - July 04, 2014  
June 29 - July 03, 2015

(Other than the dates listed above, there will be no other total operation shutdown.)

Community Employment Services (except CCBDD Maintenance Sites), Job Placement, and SAW Inc. shall continue to operate during that week. (Employees therein may take vacation per practice).

Employees must use vacation and/or personal days and/or compensatory time during the shutdown.

#### ARTICLE 24. SHIFT DIFFERENTIAL

Full time Workshop Specialists, Habilitation Assistants, Habilitation Specialists, Adult Program Specialists, Registered Habilitation Aides, and Nurses assigned to work second shift will receive premium pay in the amount of four percent (4%) added to their base wage if their work begins at 12:00 p.m. or after.

Community Employment Specialists assigned to work second shift will receive premium pay in the amount of two percent (2%) added to their base wage if their work begins at 12:00 p.m. or after.

ARTICLE 25. REPORTING ABSENCE OR TARDINESS

- A. Employees who work at early starting AACs must call AESOP at 1-800-942-3767 by 6:30 a.m. Employees who work at late starting AACs must call AESOP by 7:00 a.m.

Nurses who work at early starting sites must call the nurse supervisor (or designee) by 6:30 a.m. and nurses who works at late starting sites must call the nurse supervisor (or designee) by 7:00 a.m.

- B. Employees (except for Community Employment Specialists) who work the second shift must call their Supervisor and Central Office two hours prior to the start of their shift.
- C. Community Employment Specialists are expected to call their supervisor two (2) hours prior to their report time.
- D. Other employees must call central office at least one (1) hour before their starting time, and their supervisor by their starting time.
- E. AESOP is available either online or by phone, 24 hours a day/7 days a week for reporting absences for AAC employees who are in ratio and require a substitute.
- F. Employees must call their work site if they are going to be late for work. If the site supervisor cannot be reached, the employee must call Central Office. As in paragraph E above, the employee must state the reason for being tardy and the expected arrival time.
- G. Employees are required to keep valid and current phone numbers on file with the Human Resources Department.

ARTICLE 26. NO-FAULT ATTENDANCE POLICY

- A. Except as provided below (paragraphs C, D) an attendance violation occurs whenever any of the following situations arise:
1. An unpaid absence of one-half day or more without authorized leave, or

2. Two (2) failures to call in an absence timely,

or

3. One "no call".

- B. Consecutive absences up to five (5) days will be counted as a single occurrence.
- C. This policy shall not apply in the first three (3) months of employment for a new employee or in the first three (3) months after the employee has returned from a medical leave of absence of at least two (2) months.
- D. An employee has the election to use sick leave, compensatory time, personal leave, or unpaid leave to attend a funeral of a member of his/her immediate family. If the employee elects not to use sick leave, it will not count as an attendance violation. An election to use sick leave may not be changed.
- E. The sequence of penalties in any twelve (12) month period, or a period adjusted per paragraph E1 below, shall be as follows:
- |                  |   |                          |
|------------------|---|--------------------------|
| First violation  | : | Written warning          |
| Second violation | : | One (1) day suspension   |
| Third violation  | : | Three (3) day suspension |
| Fourth violation | : | Termination              |
1. A third violation shall be in effect for 12 months beyond the effective date of the third violation.
2. There shall not be any variations of the above sequence.
- F. A pre-disciplinary "right to respond" conference shall be held with at least 48 hours notice to the employee prior to any penalty (second, third and/or fourth attendance violations) per paragraph E.
- G. More than one violation may be handled at a single pre-disciplinary conference, but the CCBDD must notify the employee of a possible violation in ten (10) days or less of the occurrence, in order to have more than one violation handled at the same conference.
- H. The Union shall receive copies of all notices, decisions and all written warnings issued per this policy.

- I. "Reasons" for any absence or failure to call timely will not be considered in determining attendance violations.
- J. No violation per this policy shall be counted towards the three (3) major violations, which result in possible termination per the AAC Employee Handbook.
- K. If for four (4) working months after a violation, an employee has perfect attendance, one attendance violation will be removed from the employee's record. The four (4) months may be any four (4) consecutive, working calendar months. With proper notice per the CCBDD Leave Form, vacation days, personal days, professional days, compensatory time, court leave, and funeral leave will not be counted against perfect attendance.

ARTICLE 27. ATTENDANCE INCENTIVE BONUSSES

- A. Non-probationary employees are eligible for attendance incentive bonuses if they are on active status for the entire month (monthly bonuses) or the entire calendar year (year-end bonuses).

- B. Bi-Monthly Bonuses for Perfect Attendance

An employee may earn a bonus of \$90 per 2-month period (Jan - Feb, Mar - Apr, etc.) (maximum \$540 per year) for the following:

1. The employee has no absences during that month not including assault leave, the day of occurrence of a work injury, personal leave with three days notice, vacation days, professional days, compensatory time and/or funeral leave, and
2. The employee has no more than one tardy for that month (5 minutes later or more).

- C. Year-end Bonuses

Any employee who has qualified for six 2-month bonuses (shall receive an additional year-end bonus of \$300 perfect attendance). Any employee who has qualified for 5 bonuses and has had no more than 1 absence or tardy shall receive a \$100 year-end bonus.

- D. Two-month bonuses will be paid twice per year. Year-end bonuses will be paid in February of the following year.

E. Sick Leave/Vacation Leave Buy Back

Employees may be permitted to sell a week's vacation or sick leave at their current rate of pay at the end of each year at the option of CCBDD. In order to sell back sick time, an employee must have a balance of at least 15 fifteen sick days.

ARTICLE 28. VACATIONS

A. All full-time, twelve-month employees, shall earn vacation time on a bi-weekly basis while they are on paid status. Previous full-time work experience with one of the governmental units of the State of Ohio shall count towards an employee's years of service. Employees must send verification of same to the Human Resources Division of the CCBDD within six (6) months of initial hire date.

B. Employees with the following years of service will earn the following amounts of vacation leave annually (if they work or receive pay for the entire year) and will be permitted to accumulate vacation to the maximum amount indicated as follows:

| Years of Service | Annual Vacation |                    |
|------------------|-----------------|--------------------|
|                  | Leave Earned    | Leave Accumulation |
| 0-7              | 12 days         | 36 days            |
| 8-14             | 17 days         | 51 days            |
| 15-24            | 22 days         | 66 days            |
| 25 or more       | 27 days         | 81 days            |

C. Employees will be credited with their entire annual vacation leave as of January 1st each year. If one of the following anniversaries occurs during the years 8th, 15th or 25th, the employee will receive the additional five (5) days credited as of January 1st.

D. Employees will not receive such credit that would exceed the maximum accumulation permitted. In such cases, any excess vacation leave is lost to the employee.

E. Employees hired during the year shall receive a proportionate amount of vacation to the nearest one-half day at time of hire, but an employee without prior service credit may not use vacation for their first six (6) months of employment.

- F. If an employee 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 an employee 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 employee will be required to repay the CCBDD for any overage.
- G. If an employee resigns in an anniversary year (8th, 15th, or 25th) and does not work up to the anniversary date, five (5) days will be deducted in addition to whatever amount is deducted from his/her vacation leave account per paragraph F above.
- H. Employees will not be charged for a vacation day on a day that is designated as a holiday. Vacation pay will be at the same rate as regular pay.
- I. Employees will receive pay at current rates of pay for any unused vacation leave at time of separation. In case of death of an employee, any unused vacation leave will be paid in a final check, payable to the decedent.
- J. 1. The CCBDD agrees that with one (1) week's notice, vacation leave will be approved for as many slots as agreed to in vacation slot item M excluding nurses. Scheduled personal days shall be counted against the vacation slot limit. CCBDD intends to make more slots available as attendance and operational needs permit. If additional slots can be made available, the first one at each site or region will be reserved for those who wish to use personal leave.
2. The CCBDD may permit a greater number of vacations per site or per region than identified above.
3. Prior to January 31st each year, an employee may request vacation in one week blocks of time (but not more than their accumulated vacation leave) for the period from February 15th to and including February 14th of the next year. If requests exceed slots allocated for vacations, per paragraph J1, conflicts will be resolved on a seniority basis. Vacation leave approved by this process is not subject to bumping rights of more senior employees at a later date, nor subject to cancellation in less than one week blocks. An employee who cancels locked in vacation leave shall not be permitted to bump during this cancelled period,

but may schedule vacation or personal Leave if a slot is available.

If an employee is unable to lock in 1 week of vacation due to being blocked out during the initial lock in phase, the employee will be notified and will have two weeks to submit another time for locking in vacation. Priority will be given in seniority order. By February 21, all employees will be locked in.

- 4. All other vacation requests will require at least one (1) week's notice and will be approved on a seniority basis for the slots available, except that no bumping may occur within two (2) weeks of the vacation dates approved.
- K. All vacation leave must be used in whole or one-half day increments.
- L. Vacation leave balances will be forwarded to employees four (4) times per year.
- M. The minimum number of vacation slots approved per day at each site and community employment regions will be as follows:

|                  |   |               |   |
|------------------|---|---------------|---|
| Beachwood -      | 4 | Brooklyn -    | 4 |
| East Cleveland - | 4 | Parma -       | 4 |
| Euclid -         | 4 | Rocky River - | 3 |
| Maple Hts. -     | 4 | Southwest -   | 5 |
| CE East -        | 5 | CE West -     | 4 |

CCBDD agrees to review this vacation slot agreement in 2013 and again in 2014.

#### ARTICLE 29. LEAVES OF ABSENCE

- A. Parental Leave-Any employee who becomes pregnant or becomes the parent of a newborn or an adopted child shall be granted up to a one year leave of absence (inclusive of F.M.L.A.) for the purpose of child rearing. The date of departure and the date of return to work shall be selected by the employee and he/she shall notify the CCBDD of such dates as far in advance as is practicable. An employee may utilize up to 120 days of his or her accrued sick or vacation leave for maternity and child rearing purposes.
- B. Illness/Injury-Upon request, and with proper documentation, any employee will be granted a leave of absence without pay

because of illness or injury (including an illness or injury compensable under the Worker's Compensation Statutes of Ohio), which exceeds the accumulated sick leave of the employee. The minimum leave permitted shall be five (5) days and the maximum shall be two (2) years (inclusive of F.M.L.A.). An employee shall not be required to use sick leave for an on-the-job injury. If the employee elects to use sick leave, then the employee may not change that election at a later date unless permitted by state law. For non-work related sick leave, an employee may retain up to ten days of sick leave prior to obtaining an unpaid leave of absence.

- C. Illness/Injury Immediate Family Member-The FMLA definition of immediate family is the employee's spouse, son, daughter, or parent, if the spouse, son daughter or parent has a serious health condition. Upon request and with proper documentation any employee will be granted a leave of absence without pay because of a "serious health condition" of an immediate family member for up to one (1) year (including FMLA). Prior to request for a formal leave of absence without pay, the employee shall be entitled to use any or all accumulated sick time.
- D. Personal-An employee may be granted a personal leave of five (5) days or more to a maximum of one (1) year for important personal business. Such leave shall be approved by the appropriate administrator, and the Director of Human Resources.
- E. Education/Training-A leave of absence without pay for a minimum of five (5) days and maximum of two (2) years may be granted by the CCBDD upon written request for purposes of education or training which would be of benefit to the program. The employee must have seniority of at least one year and no more than two employees from any Adult Activities Center or SAW, Inc. shall be granted such leave at the same time.
- F. Military- The CCBDD will grant up to five years unpaid military leave for full-time enlistment in the U.S. Armed Forces. Members of 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 period 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.

- G. 1. All leaves of absence except as provided above shall be without pay. Upon completion of a leave of absence, the employee is to be returned to the job in the same classification he/she formerly occupied or to a similar position in a similar classification if the former position has been abolished.
2. An employee shall not be permitted to obtain full time employment and continue on a leave granted under this Article unless he/she is granted written permission by the CCBDD. If a leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the CCBDD may terminate employment.
3. An intermittent schedule is defined as absences taken in separate blocks of time due to a single illness or injury (e.g. leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. A reduced schedule is defined as a schedule which reduces the usual number of hours per work-week, or hours per day worked by an employee. An employee may be eligible for an intermittent schedule or a reduced schedule for up to one year for a personal illness or the illness of an immediate family member, or the birth or placement of a child for adoption or foster care. Intermittent or reduced work schedules must be approved by the appropriate manager, administrators, and the Director of Human Resources.
- H. Notice- The employee shall make a request for leave of absence as far in advance as it practical. The following notice requirements apply to the specific types of leaves of absence.
1. Except for adoptions per paragraph G3 and emergency medical leaves which requires a one (1) day notice employee may use personal or sick leave for the that day), all unpaid leaves of absence shall require a three (3) week notice of departure and return to work. The CCBDD may waive the one day notice for emergency medical leave if the employee has provided adequate documentation of a chronic, serious illness prior to the request for the leave.

2. Court leave or jury duty shall require notice within twenty-four (24) hours of receipt of subpoena or knowledge of the requirement to testify whichever is sooner.
3. In the event of the adoption of a child, parental leave shall be requested as soon as possible.

I. Return from Leave and/or Ten Day Absence

1. In the event that an employee is returning from a leave of absence or any 10 consecutive day absence due to the employee's illness or injury, he/she must provide a physician's statement indicating that he/she may perform the work in question with no restrictions. In the event that the CCBDD disagrees with the physician's statement indicating that he/she may perform the work in question with no restrictions the CCBDD, at its expense, can have the employee examined by another physician. A light duty assignment may be permitted at the discretion of the CCBDD.
2. An employee who is absent due to an approved leave of absence of ten days or more, where notice has not previously been given, shall provide at least two days notice of return from leave. If the leave is more than 20 days, the notice requirement is five days.
3. An employee, who is absent due to an approved leave of absence of 40 working days or less, shall be returned to the same position assignment (e.g., same site for positions that are site based or same region for positions that are region-based), if possible. An employee, who is absent due to an approved leave of absence of more than 40 working days, shall be returned to any position within his/her classification in the county (any region).
4. By mutual agreement, the employee may be returned to active pay status prior to the originally scheduled expiration date of the leave. While on leave of absence without pay, an employee does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where longevity is a factor.

J. CCBDD and the Union agree to comply with the provisions of the Family Medical Leave Act (FMLA) and CCBDD policy which

has been promulgated in accordance with the FMLA and further hereby incorporate that policy by reference as if fully written herein.

ARTICLE 30. ASSAULT LEAVE/DAMAGE TO CLOTHING, PERSONAL ITEMS

- A. An employee who is physically assaulted by a consumer while at work will be eligible for paid assault leave. The injury must be a direct result of physical contact (not accidental) between the consumer and employee. The physical contact can include contact made by a weapon or other inanimate object propelled by the consumer causing injury to the employee.
- B. The immediate supervisor or designee must be notified as soon as possible of the assault. The CCBDD may require that the employee be examined by the CCBDD physician at no expense to the employee.
- C. The CCBDD will pay for up to five days absence at full salary. Assault leave days may be taken in full or one-half day increments. All assault leave days must begin by the fourth workday following the assault and be taken within one month of the injury.
- D. The employee must need treatment by a physician and must be unable to work in order to qualify for assault leave. Assault leave may be used for follow-up medical appointments in one-half day increments.
- E. Requests for assault leave must be made on the CCBDD Leave Form and HR must receive a completed Work-Rated Injuries Form that has been completed by your treating physician, see Appendix C.
- F. Assault leave will not be deducted from sick leave and will not disqualify employees from attendance bonuses.
- G. In-service trauma training shall be made available to employees by the CCBDD's employee assistance program.
- H. Regardless of whether an employee exercises the leave above, the employer agrees to pay up to replacement value not to exceed value of damaged glasses per occurrence for eyeglasses or hearing aids which are damaged by a client. Additionally, the employer agrees to pay up to forty-five dollars (\$45.00) per occurrence for damages to an employee's clothing, watches, etc., which are caused by a consumer. Incidents involving such damages must be documented immediately or reimbursements will be denied.

ARTICLE 31. SICK LEAVE

A. Full-time employees, (members of the bargaining unit prior to January 1, 2007), while on active status for the entire year shall earn eleven (11) sick days per year. Fulltime employees hired into the bargaining unit after January 1, 2007 shall earn 9 sick leave days per year.

B. All employees on active status fulltime (as of January 1, 2007), will be credited with one sick day per month on the first day of each month except December.

Employees hired into the bargaining unit after January 1, 2007 will be credited with one day of sick leave on the following days: January 1, February 1, March 1, May 1, July 1, August 1, September 1, October 1, and November 1. Employees hired during the year or returning from an unpaid leave of absence will have their sick leave prorated.

C. When sick leave is used by employees, it will be deducted as follows:

1. Absence of 2 - 4 hours = 1/2 sick leave day
2. Absence more than 4 hours to 8 hours = 1 sick leave day

Absences of less than two (2) hours may be excused by a manager or supervisor with an agreement to make up the time.

D. Employees may use sick leave for FMLA reasons and/or other reasons as follows:

1. Illness or injury of the employee;
2. Illness or injury of a member of the employee's immediate family when the employee's assistance is reasonably necessary;
3. Exposure of the employee or member of his/her immediate family to a contagious disease, which could be communicated to others;
4. Death of a member of the employee's immediate family;
5. Medical, dental, or optical examinations or treatment of employee or a member of the his/her immediate family when such appointments cannot reasonably be scheduled during non-work time; and
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.
- E. Immediate family, for use of sick leave, shall be defined as spouse, 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), domestic partner as defined in Appendix D, or others living in the employee's household who are related through blood or marriage.
- F. Employees shall be paid at their current hourly rate for their initial 8 days of Non-FMLA sick leave use in the contract year. For the 9th sick leave day used and thereafter, to a limit of 2 days per year, employees using sick leave without medical documentation for non-FMLA related purposes, will be paid at the rate of 75% of their current rate. However, employees will have an option of being paid 100% for their sick day and forfeiting an additional one-half day of paid leave time. 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 use per year as well as any additional sick leave use.
- G. Up to five (5) days of sick leave may be used for funeral leave for members of the immediate family as defined in paragraph F above.
- H. A statement from a physician justifying the leave will be required if an employee requests sick leave for 4 consecutive work days.
- I. Questionable use of sick leave:  
 Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave or for any other purpose. Employees should not use this benefit for anything other than appropriate reasons.
- J. Sick leave shall be cumulative without limit.

ARTICLE 31A. SICK LEAVE TRANSFER

- A. In the event of a life-threatening catastrophic illness or injury to the employee or member of his/her immediate

family, which is documented to the satisfaction of the Director of Human Resources and the Union, sick leave transfers in accordance with this Article will be permitted.

- B. Those persons eligible to transfer sick leave donors shall include any administrator or staff member who has 20 days of sick leave accumulated prior to the transfer.
- C. Donors may be permitted to transfer up to three days per year to any one recipient, but may make as many transfers per year as they determine, subject to the provisions of paragraph B.
- D. Sick leave days received in the transfer shall be converted in value to the recipient's daily rate.
- E. Recipients must exhaust all their own sick leave, personal leave, and vacation leave prior to receiving transferred sick leave.
- F. The recipient may not receive sick leave that would exceed 70% of his/her regular work days in any pay period.
- G. In any calendar year, the recipient cannot receive total transferred sick leave in excess of ninety (90) days.
- H. All transfers shall be documented in writing on the CCBDD Sick Leave Transfer Form.
- I. All matters pertaining to the medical information of the recipient and other matters relating to the transfers shall be kept confidential to the extent possible.

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#### ARTICLE 32. PERSONAL DAYS

- A. Employees shall earn three (3) personal days per year. Employees on active status will be credited with three (3) personal days as of January 1<sup>st</sup>. New hires during the year and/or employees returning from leaves of absence shall have a proportionate amount credited on the first day of employment during the year to the nearest one-half day.
- B. Employees' personal leave balance shall be reduced in a proportionate amount in one-half day increments for unpaid leaves of absence or any other unpaid time including separation of employment. If days have been used but not earned, the employee will be docked for any overage.
- C. Use of personal days shall not be restricted except that the employees must give three days notice in non-emergency

situations. Personal days may be used in whole day or half-day increments. Emergency one-half days will be approved by AAC and SAW, Inc. Managers or Supervisors without disparity and shall be limited to one per site per day. CCBDD intends to make more personal day slots available beyond the limit as outlined in Article 29, section M as attendance and operational needs permit. Management shall post a master calendar, book, document or posting on shared public drive so that employees will be aware of when slots are available.

- D. Personal days may be accumulated for up to two years. At the end of each year, an employee has the option of being paid \$125 per personal day that is not used. Days for which such payment is received shall be deducted from the employee's personal leave balance. Payments in any one year may not exceed \$375, except at separation of employment.

#### ARTICLE 33. COURT LEAVE/JURY DUTY

Employees shall be paid their regular salary during any period for which they are serving on jury duty. Their absences will not be charged against sick, vacation leave or any other paid leave.

Additionally, time missed due to jury duty shall not count against an employee for purposes of attendance bonuses. Employees shall be permitted to keep any fees which they receive from the courts for their services. Employees who may be excused from jury duty (e.g., nurses) shall have the option of serving on jury duty or not.

If subpoenaed by the Cuyahoga County Board of Developmental Disabilities and/or the Cuyahoga County Prosecuting Attorney, an employee will be treated as if on jury duty. If subpoenaed for any other matter, an employee may use vacation or personal leave. The section shall in no way be deemed to supersede any statute relating to compensation of witnesses.

Finally, any time lost by a bargaining unit member, resulting from hearings before the bureau of worker's compensation and/or industrial commission concerning their on-the-job injury claim shall be paid by CCBDD. Additionally, any time missed due to said hearings shall not count against an employee for purposes of attendance bonuses.

#### ARTICLE 34. HOLIDAYS

- A. Except as provided in paragraph D, all employees shall be entitled to the following days as holidays:

- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving, the day after
- Winter Break (eight working days including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day)

Each employee shall receive his/her actual daily rate of pay for each of the above-noted holidays.

- B. Some employees may occasionally be required to work on the above listed holidays to meet consumer and programmatic needs. These employees are included in, but not limited to the following list:

- Account Executives
- Community Employment Specialists
- Job Placement Specialists
- Methods Engineers
- Transition Services Coordinator

Employees shall be paid one (1) times their regular pay rate plus holiday pay for any work required holidays.

- C. Employees who work holidays may choose to receive compensatory time or a combination of compensatory time and pay instead of the additional pay provided in paragraph B above. Compensatory time will be available in increments of one-half day.
- D. An employee who uses sick leave the last work day before or the 1<sup>st</sup> work day after a holiday, without submission of a physician's statement, will not be eligible for holiday pay. If this occurs during a multiple day holiday, the employee who does not submit a physician's slip shall lose only one day holiday pay.
- E. If an employee has an unpaid day on either the day before or the day after a holiday, he/she will not be paid for the holiday(s).

ARTICLE 35. IN-SERVICE/RECORD KEEPING DAYS

- A. Each employee shall have three (3) in-service/ record keeping days each year. In-service training will be scheduled for approximately three-quarters of these days with the remainder of these days being available for record keeping. The supervisor must agree in advance that the record keeping is necessary.
- B. Each employee will be provided training each year in behavior management techniques, which shall be mandated.
- C. The CCBDD will apply to have these in-service programs approved for "clock hours" by the Ohio Department of Developmental Disabilities.
- D. Efforts will be made to provide Community Employment Specialists with a substitute when in-service training occurs during the work day.
- E. Community Employment Specialists and Transitions Services Coordinators who must attend in-service training during non-working hours will be paid at time and one-half, or they may elect to earn compensatory time.
- F. The CCBDD will continue to attempt to schedule in-service days so that employees would be able to obtain 6 continuing education units on each in-service day.
- G. The CCBDD will offer training in first-aid and CPR on the in-service dates each year. In addition there may be three optional training dates offered on non-work days each year. The optional training may be offered on one day during winter break and one day during the 4<sup>TH</sup> OF JULY Shutdown. The training may also be offered on the Saturdays following The Martin Luther King, President's Day, Memorial Day and Labor Day Holidays. Employees who wish to attend one of these optional training dates will be paid \$75.00 for the day. The optional training will be limited to those employees who require the training to maintain their certification in first-aid and CPR. The class size of these training sessions may be limited by the number of available

instructors therefore availability will be on a first come first serve basis.

#### ARTICLE 36. BREAKS

- A. Individual employees in the bargaining unit are entitled to forty (40) minutes of paid break time per work day. On-site (AACs and Lakeside) breaks shall be duty free. With approval of the manager, the employee may choose to receive two twenty minute breaks each day or one ten minute break and 30 minutes early paid release or one twenty minute break and twenty minutes early paid release or other schedule as approved, may choose to have a forty minute lunch break or may utilize the break time at the end of the day as a break or for early paid release.
- B. Every effort will be made to permit Community Employment Specialists to have their breaks during the day without jeopardizing the community employment contracts. In the event that a community employment contract will not permit duty-free breaks, the Union will be notified immediately. Community Employment Specialists assigned to work those contracts on a permanent basis, who are on active status for at least twenty-five (25) work days during the quarter (January 1 - March 31, etc.), shall receive \$150.00 per quarter additional compensation for loss of breaks.

#### ARTICLE 37. STAFF LOUNGE

A staff lounge will be provided at all AAC facilities. While such lounges cannot be guaranteed to be used exclusively for staff purposes, it is the intent of the CCBDD that such facilities may be used for other purposes as a last resort.

#### ARTICLE 38. TELEPHONE PRIVILEGES

The employees of the bargaining unit shall be entitled to use telephones as designated by facility manager at AACs, SAW, Inc. or in community sites by their supervisor during their breaks. Employees shall have access to incoming telephone calls which are important in nature as designated by the caller. The employees of the bargaining unit will continue to minimize the amount of time utilized on telephone calls during non-break time.

Employees of the bargaining unit are not permitted to make or receive personal cellular phone calls or text messages while working. Employees of the bargaining unit are permitted to use cellular phones to conduct CCBDD business. To minimize disruption of consumer services, while at an AAC or SAW, Inc., employees may only use cellular phones in areas designated by the

manager. All employees of the bargaining unit may make personal cellular phone calls or sent text messages while on personal breaks in areas designated by the site manager as well as outside of the AAC or SAW, Inc.

ARTICLE 39. ENVIRONMENTAL CONDITIONS OF THE WORK PLACE

- A. The buildings, facilities, and work place conditions in which programs and services are provided to consumers are of utmost concern to the CCBDD. It is the commitment of the CCBDD to provide safe, modern and pleasant working conditions for all employees and consumers. The CCBDD will act promptly to alleviate harmful or extraordinarily uncomfortable working conditions at any of its sites.
- B. When environmental conditions endanger life and/or safety or health, the Superintendent, or his designee will act immediately to resolve the problem. When life, safety and health are not endangered, the CCBDD will provide reasonable accommodation to provide relief to employees and consumers.
- C. The Superintendent or his designee, may cancel programs and services for consumers when situations such as heavy snowfalls, cold weather, poor driving conditions, extreme heat and humidity, and/or major mechanical systems breakdowns occur. Under these circumstances, the Superintendent or his designee may cancel work for employees at any or all sites or may have employees reassigned to avoid the environmental problem.
- D. In cases where a complete or partial cancellation of work for employees occurs per this Article, the employees who do not work on those days or hours will be paid their regular pay.
- E. If a weather emergency is not declared and AACs remain open, and an employee is unable to make it into work because of unsafe travel conditions, he/she will account for the time with the approval of his/her supervisor, i.e., use of emergency personal day, vacation, flex time, make-up within thirty days, docking. Each situation will be dealt with on a case by case basis.
- F. Employees will be notified of emergency closings by the automated phone call system. It is therefore required that employees maintain a current phone number via the employee self service program, and, for those employees who do not have access to the employee self service program, with the Human Resources Department. Employees who do not report to

work due to misunderstanding a media message or who have not provided a current phone number may lose pay for the day.

- G. There will be a limit of five calamity days per contract year except as provided in Article 40 H.
- D. If one or more CCBDD facilities are closed for an extended period of time due to an emergency, e.g. pandemic flu, the following shall apply:
  - 1. If the CCBDD has not reached the limit of calamity days in the contract year, each day closed will be treated as a calamity day until the limit (5) is reached.
  - 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 40. MEDICAL PROCEDURES

- A. Bargaining unit members may be assigned to perform medical procedures (on behalf of clients) as part of their job duties.
- B. The nurse will be charged with training employees to perform medical procedures on a team approach basis, deeming employees qualified to perform delegated nursing tasks, and monitoring their performance in these tasks.
- C. No employee will be required to perform medical procedures until he or she has successfully completed any required training.
- D. Each staff person who is required to receive training shall receive a \$250 bonus for successful completion of the Basic Core Module and Module I.
- E. Any employee who performs delegated nursing tasks on a regular basis will receive a \$250 bonus in November of each year.

ARTICLE 41. MILEAGE REIMBURSEMENT

- A. Employees who use their personal automobiles in the course of employment or while on approved professional leave shall be reimbursed at the prevailing IRS rate. If the mileage rate is increased for other CCBDD bargaining or non-bargaining staff during the life of this Agreement, it shall also be increased for the members of the Union.
- B. Mileage shall be reported on the CCBDD's Mileage and Expense form.
- C. For purpose of the Article, "course of employment" shall be defined in accordance with the Internal Revenue Service definition; specifically all miles driven on behalf of the CCBDD with the exception of the usual mileage for the first trip to work each day, and the usual last trip home each day. (See also Sideletter #6, Mileage.)

ARTICLE 42. PERFORMANCE APPRAISAL

- A. The performance appraisal is a system of communication between the employee and his/her supervisors which has as its purposes the communication of job expectations, the development of goals, the recognition of good performance as well as the provision of assistance with improvement of performance, feedback on goal attainment and measurement of overall job performance. The employee shall, if mandated by regulatory and/or accreditation body, participate in performance appraisal by doing an annual self-assessment, and by providing feedback on areas of supervisory support needed.
- B. Newly-hired probationary employees will receive a performance appraisal within one hundred sixty days of hire date. Employees with a probationary period of one hundred twenty days will receive a performance appraisal within 60 days of hire date for the position. Non-probationary employees shall receive at least one written performance appraisal for each of their first three years of employment and one performance appraisal every two years thereafter. Performance appraisals shall be signed by the employee and his/her supervisor(s). Performance appraisals shall be reviewed and discussed with the employee in a conference that includes the employee and any administrator or supervisor who has contributed to the appraisal. Any administrator who reviews the appraisal will also sign. The employee shall sign the performance appraisal as evidence that such review was conducted and shall receive a copy.

The employee may submit a written response to the performance appraisal which shall be attached to the performance appraisal and retained in the personnel file.

- C. Immediate supervisors shall participate in the performance appraisal process for all employees and shall sign written performance appraisals. To the extent practicable, there will be personal observation of the employee's work by the immediate supervisor and other supervisors participating in the appraisal process. Anyone who provides appraisal input may attend a meeting with the employee. Anyone who reviews appraisals is not required to attend.
- D. Employees shall be made aware of any problems or deficiencies on a continuing basis. This may be accomplished by counseling or corrective action. Supervisors will work with employees to develop specific approaches to improve performance as well as to encourage professional growth.
- E. If a non-probationary employee receives an overall rating of unsatisfactory or unacceptable, a plan to remedy performance shall be developed by the employee and his/her supervisors. A follow up performance appraisal shall occur within 120 work days (unless the employee is removed as a result of disciplinary action). The CCBDD and the Union agree that non-probationary employees should be given at least ninety days to correct work performance deficiencies prior to disciplinary action (not including written warnings) being taken. However, discipline may be taken for specific acts or omissions during that ninety day period in accordance with Article 12.
- F. A non-probationary employee may file a grievance if he/she receives a performance appraisal with an overall rating of unsatisfactory or unacceptable. No other performance appraisals may be the subject of a grievance unless the grievance involves a procedural matter.
- G. Employees not satisfied with their performance appraisal, will be permitted to meet and discuss the performance appraisal with the Director of their department.
- H. Attendance shall continue to be a factor in determining overall performance.

ARTICLE 43. EMPLOYEE PERSONNEL FILES

Employees shall have the right to have access to their personnel file in the presence of the Director of Human Resources or his/her designee at any time other than during their normal workday, and with reasonable regularity, employees shall have the right to respond in writing to any material contained in his/her file. Such responses shall become a permanent part of said employee's file. All files are the property of the CCBDD. Employees shall be permitted to copy their file at their expense at the rate of five cents (\$.05) per page on the CCBDD's equipment.

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 and social security number, the CCBDD and SEIU District 1199 agree that this information shall remain private and confidential. The parties agree that these documents and this information shall 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.

ARTICLE 44. GARNISHMENTS AND/OR LETTERS FROM CREDITORS

Garnishments and/or letters from creditors shall continue to be handled in a professional manner with respect to individuals' rights of privacy, in accordance with past practice.

Letters of inquiry from financial institutions shall be honored if authorized in writing by the employee with respect to confirmation of: 1) Employment, 2) Salary, 3) Years of Service.

ARTICLE 45. SALARY

F. All full-time employees in the following positions shall be paid on the pay ranges (minimum salary and maximum salary) as designated below:

|              |                                 |          |
|--------------|---------------------------------|----------|
| Pay Range 1: | Adult Program Specialist        | 27,160 - |
|              | Habilitation Assistants         | 63,000   |
|              | Workshop Specialists            |          |
| Pay Range 2: | Community Employment            | 29,200 - |
|              | Specialists                     | 64,240   |
|              | Transition Services Coordinator |          |

|              |                                      |                    |
|--------------|--------------------------------------|--------------------|
| Pay Range 3: | Account Executives                   | 37,453 -           |
|              | Habilitation Specialist              | 82,000             |
|              | Job Placement Specialists            |                    |
|              | Methods Engineers                    |                    |
|              | Regional Travel Coordinators         |                    |
|              | Registered Nurses                    |                    |
|              | Infection Control Nurse              |                    |
|              | Nurse Educator                       |                    |
|              | Community Liaison Nurse              |                    |
| Pay Range 4: | Registered Habilitation Aides        | 18,200 -<br>34,000 |
| Pay Range 5: | Accounting Specialists/<br>SAW, Inc. | 33,159 -<br>54,049 |

B. The parties further agree to the following:

1. All employees will receive increases as follows:

2013 2.0%  
2014 2.0%  
2015 2.5%

2. In the event that an employee reaches the maximum salary for his/her position, he/she will receive an increase to the maximum salary and will receive a bonus for the amount in excess of the maximum.

3. Habilitation Specialists will receive an additional 2% increase in salary in 2013.

4. Current Transition Services Coordinators will receive an additional 4% increase in salary effective October 8, 2012. During the term of this Agreement, any CES who is selected for a TSC position will receive a 2% increase.

C. The following pay schedules shall be effective the following dates:

2013: 12/16/2012  
2014: 12/15/2013  
2015: 12/14/2014

Pay increases for 2013 will be retroactive to December 16, 2012.

D. Academic Advancement

Employees who achieve stated requirement beginning January 1, 2013 and thereafter will be eligible for the pay increases outlined below:

1. Pay Schedules 1, 2, 4, 5 and Nurses.

Associate Degree in a related field will be eligible for a two (2%) increase.

Bachelor Degree in a related field will be eligible for a two (4%) increase.

2. Pay Schedule 3 and Nurses.

Master's Degree in an approved area of study will be eligible for a four (4%) increase.

E. Salary

1. Employees who are promoted to a new position in the bargaining unit will retain the appropriate ratio within the salary range of the new position. The ratio will be determined by dividing the current salary by the minimum in the range.

2. New employees will be granted credit as follows:

a. Relevant experience of 3 years or less: minimum salary

b. Relevant experience of 4-6 years: Up to six percent above minimum salary

c. Experience as an RN of 4 years or more: Up to 12.5% above minimum salary

d. Experience as an engineer of 4 years or more: Up to 20% above minimum salary

No new employee, except nurses or methods engineers, will be hired at a salary higher than 6% above the minimum for the range.

F. Bonuses (Not including attendance or delegated Nursing bonuses)

1. Nurses who obtain DDNA certification shall receive a one (1) time six hundred dollar \$600.00) bonus.
2. Methods Engineers shall receive a one-time \$300 bonus (per career) for achieving RESNA Certification as an Assistive Technology Practitioner and a one-time \$400 bonus (per career) as a Rehabilitation Engineering Technologist.
3. Accounting Specialists who obtain an Associate's degree in a business related area will be paid a one-time bonus of \$250.
4. Interpretation/Translation services bonus: An employee fluent in two or more languages including English may be approved by the CCBDD to be an interpreter and/or translator and thereby eligible for a bonus under the conditions described below.
  - a. If an interpreter/translator provides such services, he/she shall receive an hourly rate of \$40/hour in addition to his/her regular salary.
  - b. The employee will be responsible for documenting the provision of services up to the required number and obtaining a supervisor's approval.
  - c. Interpretation/Translation services provided for the employee's own workload will not count towards the minimum requirements of section (a & b) above.
  - d. With supervisory approval, an interpreter/translator who works overtime as a result of providing such services shall receive his/her appropriate additional pay.
  - e. Staff members whose primary duties include bilingual responsibilities may request to have these responsibilities considered when determining the total workload assigned.
5. Retention Bonus: All employees who are members of the bargaining unit on January 1, 2013, and remain members until July 1, 2015 will receive a bonus of \$300.
6. Employees shall be permitted to earn up to \$600 per year in performance bonuses. In addition, Account Executives as well as Methods Engineers and other bargaining unit employees involved may be paid incentive bonuses up to

\$600 per year for successful work in the acquisition and successful implementation of new contracts.

7. Performance bonus issues shall not be subject to the grievance procedure unless there is an allegation of a civil rights violation. However, performance bonuses may be renegotiated and enforced in accordance with a written agreement.

#### ARTICLE 46. P.E.R.S. PICK UP

Subject to the approval of the County Payroll Office, the Public Employees Retirement System and the Internal Revenue Service, the CCBDD will "pick up" the Employee contribution to the Public Employees Retirement System in accordance with the plan as approved by the County Commissioners.

#### ARTICLE 47. PAYROLL DEDUCTION/CREDIT UNION

- A. A payroll deduction without cost to the employee shall be made upon written receipt of authorization for a Credit Union loan repayments or other Credit Union services.
- B. This payroll deduction shall continue for the life of this Agreement if at least 12 employees participate as of April 1, 1989 and thereafter.
- C. If fewer than 12 employees participate in this payroll deduction at anytime after April 1, 1989, then the CCBDD may discontinue the payroll deduction with 60 days notice to the Union and the employees.

#### ARTICLE 48. OVERTIME

An employee will be paid overtime for actual work beyond forty (40) hours in a work week. Any overtime beyond forty (40) hours in a work week shall be compensated at one and one-half (1-1/2) times the regular rate of pay, unless the employee elects to earn compensatory time. Overtime must be authorized by the immediate supervisor.

#### ARTICLE 49. COMPENSATORY TIME/FLEX TIME

- A. The CCBDD agrees that employees shall have the option to earn compensatory time at time and one-half (1-1/2) for actual hours worked beyond forty (40) hours work per week. No employee will be permitted to accumulate more than two hundred forty (240) hours of compensatory time.
- B. During the last pay period of each year, an employee will be

paid at his/her hourly rate for the lesser of his/her accumulated compensatory time balance as of July 1st of that year or his/her current balance.

- C. If an employee who regularly works a flex time schedule works additional hours in any pay period, those hours shall be recorded as compensatory time, unless the employee utilizes those hours within the pay period earned, as flex time off. For the time that exceeds eighty (80) hours in a pay period, the employee shall earn compensatory time at the time and one-half rate.
- D. Compensatory time must be authorized by the immediate supervisor.

ARTICLE 50. SPECIAL OLYMPICS/COMMUNITY ACTIVITIES PROGRAMMING

- A. Employees who are assigned to provide supervision to consumers on community activities programming will be paid at the rate of their regular hourly wage, including overtime, if eligible.
- B. Employees on official assignments for Special Olympics shall receive the following one time payments:

Their hourly rate of pay per day, but not less than \$80.00

or

One and one-half (1.5) their daily rate of pay if overnight is required.

ARTICLE 51. SPONSORED RIDERSHIP

- A. Employees shall be paid their regular daily salary plus an additional twenty-four (\$24.00) per day for working on the sponsored ridership program. Employees are covered by a liability insurance policy while engaged in sponsored ridership.
- B. If the sponsored ridership duty involves additional work time beyond the day, an employee may choose to earn compensatory time in lieu of payment under this section.

ARTICLE 52. INSURANCE

A. Health Care

The CCBDD shall provide basic health care coverage, single or family, for full-time employees after the waiting period for new employees as provided in A2. Employees shall have the following options during the open enrollment period, which shall occur in November of each year.

1. The choices shall include the following:

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

1. \$15 co-pay for each office visit for physical exams, allergy testing, well-child care, hearing tests, outpatient surgery, specialty care, vision exams through affiliated providers, physical, speech, and occupational therapy (limit of 2 months or 30 visits per therapy).
2. \$50 co-pay for emergency room visit (fee waived if admitted). Effective January 1, 2014 co-payment of \$75.
3. \$50 co-pay for ambulance services. Effective January 1, 2014 co-payment of \$75.
4. \$15 co-pay for mental health outpatient (20 visit maximum).
5. \$7.50 co-pay for group therapy visits (1 counted as 1/2 visit towards 20 visit max).
6. No charge for hospital inpatient care (at Kaiser facility).
7. No charge for detoxification in a general hospital.
8. No charge for detoxification in a non-plan facility to a limit of 1 visit per year.
9. \$15 co-pay for outpatient visits for detoxification and individual therapy (\$7.50 co-pay for group therapy).
10. No charge for home health services, hospice home care/respice care.
11. No charge for skilled care in a skilled nursing facility (limit of 100 days per year).
12. 30% co-pay for infertility services.
13. \$10 co-pay for covered prescription drugs (31 day supply).
14. No charge for durable medical equipment.

The above benefits are subject to the rules and regulations of the Kaiser Permanente Medical Group Insurance.

- b. PPO Plan, the Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organization (PPO).

1. In-Network:

- a. Deductible: \$200 single/\$400 family. As of January 1, 2014, \$300/\$600.
- b. Coinsurance: 90%, employee pays 10%.
- c. Out-of-pocket maximum of coinsurance amounts will be \$750 single/\$1,500 family. Effective January 1, 2014 \$1,000 Single/\$2,000 Family.
- d. Office visits and urgent care visits: co-payment of \$20.
- e. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014 co-payment of \$75.

2. Out-of-Network (PPO/POS) or non-referred (HMO).

- a. Deductible: \$1000/\$2000. As of January 1, 2014: \$1125/\$2250.
- b. Coinsurance: 70%. Employee pays 30%.
- c. Out-of-pocket maximum for coinsurance amounts: \$2000/\$4000.
- d. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014 co-payment of \$75.

3. Prescription drugs:

- a. Generic drugs: co-payment of \$10 (30-day supply).
- b. Formulary brand-name drugs: co-payment of \$30. Effective January 1, 2014 co-payment of \$32.50.
- c. Non-formulary brand-name drugs: co-payment of \$60. Effective January 1, 2014 co-payment of \$65.

4. Mail-order prescription drugs:

- a. Generic drugs: co-payment of \$20.
- b. Formulary brand-name drugs: co-payment of \$60 for 90-day supply. Effective January 1, 2014 co-payment of \$65.

- c. Non-formulary brand-name drugs: co-payment of \$120 for 90-day supply. Effective January 1, 2014, co-payment of \$130.

Any co-payment for a 30-day supply of a maintenance prescription drug will be doubled 2x) upon the fourth 30-day refill of the drug (e.g., \$10 co-payment for generic drug will be doubled or \$20), except for controlled substance drugs.

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

- 2. The CCBDD will pay the premium cost of basic health care in the employee's second consecutive full month of employment and thereafter. The employees who receive coverage will contribute:

January 1, 2013

HMO Plan: \$19 per pay period (\$41.17 per month) for single plan.

HMO Plan: \$57 per pay period (\$123.50 per month) for family plan.

PPO Plan: \$21 per pay period (\$45.50 per month) for single plan.

PPO Plan: \$63 per pay period (\$136.50 per month) for family plan.

January 1, 2014

HMO Plan: \$25 per pay period for single plan.

HMO Plan: \$75 per pay period for family plan.

PPO Plan: \$28 per pay period for single plan.

PPO Plan: \$84 per pay period for family plan.

January 1, 2015

Employees with single plans will pay 11% of the premium cost.

Employees with family plans will pay 12.5% of the premium cost.

The CCBDD will provide a chapter 125 Plan (Flexible Savings Account) which will permit the pretax treatment of the employee contribution. The CCBDD has the option

to deduct the above amounts in one paycheck per month or a proportionate amount in every paycheck.

3. 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.
4. Opt Out Incentive: Each eligible employee who provides documentation of other health care coverage, and does not enroll in any group health coverage shall be paid an annual increment of \$1,500 if employed full-time. In the event that the employee 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 an employee resigns within one year of payment, a proportionate amount will be deducted from the final paycheck. Employees whose spouse is employed by the CCBDD will not be eligible for this incentive.

B. Dental Insurance

1. The CCBDD shall provide dental insurance coverage, single or family, to all full-time employees. Such coverage shall be as described in the) Ohio AFSCME Care Planbooklet with the following specifications:

Maximum benefits per covered person: \$4,000/year  
Maximum orthodontic benefits per covered person (to age 19): \$2,000/lifetime

CO-INSURANCE AMOUNTS:

|                                      |          |
|--------------------------------------|----------|
| Diagnostic and Preventative Services | 100% UCR |
| Routine Dental Services              | 80% UCR  |
| Major Dental Services                | 50% UCR  |
| Orthodontic Services                 | 50% UCR  |

2. In the event that the CCBDD employs both spouses, only one spouse may have a family dental plan or each spouse may have single coverage.

C. Life Insurance

The CCBDD shall provide \$40,000 in Life, Accidental Death and Disability Insurance, to each full-time employee.

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

Permanent, part-time employees who work 20 hours per week or more a year will be given life insurance and one of the following options:

1. CCBDD pays 60% of medical, dental & vision

- OR -

2. CCBDD pays 0% medical and 100% dental & vision

F. Paid Coverage during Leaves of Absence

The CCBDD shall provide up to three months of paid health benefits to an employee on an unpaid medical leave of absence.

G. Change of Carrier(s)

The CCBDD may change carrier(s) for any of the insurance programs contained herein provided that there is no change in any of the deductibles, co-pays or out-of-pocket limits or levels of coverage as provided in current policies. The CCBDD shall 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 shall be provided to the Union within one week of ratification of this Agreement by both parties. The Union shall be notified 30 days in advance of any change in carrier(s) and shall 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 an employee 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 employee shall 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 twice during the term of this contract. Employees will be required to provide proof of dependent eligibility.

#### I. Wellness Activities

1. The CCBDD shall provide mutually agreed wellness activities/programs for employees at shared/reduced cost to the employees as follows:
  - Employee assistance program (free to employees);
  - Weight management program;
  - Smoking cessation program;
  - Health risk appraisals (once every four (4) years);
  - Flu shots.
2. In addition, the CCBDD will provide up to \$3,000 in new equipment purchases in October of each year at the direction of the bargaining unit Chair.

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

3. The CCBDD agrees to apply for a corporate discount on behalf of its employees with 3 fitness organizations. The CCBDD will not subsidize the fitness club membership(s) of employees.

#### ARTICLE 53. DISABILITY PAY

- A. If a permanent employee is ill or injured and unable to perform his/her job, then he/she may be eligible for disability pay. The following conditions shall apply.
  1. The employee must provide a physician statement which verifies the illness/injury and which indicates that the employee is unable to work. The CCBDD shall have the option of having the employee examined by a CCBDD physician at no expense to the employee. The decision of the CCBDD physician, if medical opinions differ, shall be final.
  2. The employee 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 employee must have been absent due to this temporary disability, for a period of ten consecutive work days (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 employee shall not have accumulated sick leave and/or personal leave of more than ten days.
5. If an employee requests temporary disability on a second occasion, and has been paid for sixteen weeks of disability in a prior year for the condition, he/she must apply for permanent disability with a state retirement system, if eligible.

B. Temporary Disability Benefits

1. Disability pay shall 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 (100 days).
2. There shall be no more than 20 weeks (100 days) of disability pay for any person in any contract year.
3. The CCBDD shall allocate an expenditure of \$100,000 per year for disability pay. Requests for payment in excess of \$100,000 may be denied. The CCBDD's liability for disability pay shall not exceed \$300,000 for the duration of this labor agreement (January 1, 2013-December 31, 2015). No individual shall receive benefits exceeding 40 weeks of disability pay during any three year period.
4. An employee may not receive temporary total disability benefits (worker's compensation) and disability pay for the same period.
5. An employee shall not earn sick leave, personal leave or other paid leave during a disability pay period. A disability pay period shall not be counted towards the time needed to earn a step increase. Disability leave shall not constitute a break in service for seniority purposes.

- C. To Apply for Disability Pay  
Employees shall complete a CCBDD Leave Form, attach a physician's statement and contact the Director of Human Resources for approval.

ARTICLE 54. COURSEWORK REIMBURSEMENT

- A. The CCBDD shall reimburse employees for actual expenses for tuition fees and books for approved courses and/or training, that are taken in a live classroom environment or distance learning to a maximum of \$5,000 per contract year.
- B. Courses which will increase the employee's proficiency and qualifications for a position with the CCBDD will be approved. Any course a nurse is required to take in order to complete a bachelor's degree will also be approved.
- C. Employees must submit an application on the Coursework Reimbursement form to the Human Resources Division. The application shall be submitted three weeks prior to the first class, if possible, but not later than five days following registration. Authorization for payment shall be made upon presentation to the Human Resources Specialist of the bottom portion of the Coursework Reimbursement form with original receipts and grade slips. Approval or rejection will be received in ten (10) days.
- D. The employee must receive a letter grade of "C" or better or Pass in P/F option in order to be reimbursed.
- E. Courses approved for coursework reimbursement do not necessarily receive approval for advanced pay column credit. However, advanced pay column credit will be consistently applied based on programmatic consideration on the value of the courses taken.
- F. Effective January 2013 and thereafter, if an employee voluntarily separates from the CCBDD within three years of receiving coursework reimbursement, the CCBDD will be repaid the amount of coursework reimbursement received by the employee prior to separation.

ARTICLE 55. PROFESSIONAL LEAVE

- A. Upon request of the employee and approval of the AAC Manager or supervisor, the Superintendent may grant professional leave for attendance at continuing education programs approved by the Department of Developmental Disabilities for clock hours for certification purposes. In some instances

if all clock hours have been completed or the non-approved program offered will greatly benefit the employee's professional growth, requests to attend non-approved programs such as professional meetings, or conferences, visiting other facilities related to habilitation programs, or other meetings or visits which are job related may be authorized for professional leave.

- B. Employees shall be permitted three (3) professional leave days per year. The Superintendent may approve additional days, however, at his discretion.
- C. Supervisors may deny professional leave due to operational concerns. In most cases, no more than two (2) staff members per site will be permitted to use professional leave on any work day.
- D. Employees shall be reimbursed for their actual expenses not to exceed \$225 per day. The travel expense reimbursement shall be made at the current mileage rate (Article 42. Mileage Reimbursement). Out-of-county meal expense shall not exceed \$40 per day. Meals shall not be reimbursed if the program attended is held within Cuyahoga County unless the meal is included in the registration fee.
- E. Employees should apply for professional leave at least two (2) weeks in advance for out-of-county activities and at least one (1) week for in-county activities. The employee shall use the CCBDD Leave Form in making application.

Employees may be permitted to take half professional days in order to accommodate their work schedules. Employees may also be permitted to use professional day allowance per paragraph D to cover expenses for weekend seminars.

#### ARTICLE 56. SEVERANCE PAY

- A.
  - 1. An employee who has five years service with the CCBDD preceding retirement may elect to receive at the time of retirement a cash payment equal to one-half (1/2) the value of his/her accumulated but unused sick leave.
  - 2. The calculation of severance pay shall be made at the employees' rate of pay at the time of retirement.
  - 3. Severance pay shall be given in a lump sum payment to be made to the staff member in his/her last paycheck from the CCBDD.
  - 4. The receipt of severance pay by a staff member shall eliminate all sick leave accumulated but unused at the time of retirement.

- B. An employee who dies while employed by the CCBDD shall be deemed to qualify for severance pay hereunder and to have elected to receive such severance pay. Severance pay shall be given to the estate of the deceased employee.
- C. There shall be a limit of 1,500 hours at 50% pay paid to any employee under this provision.

ARTICLE 57. DIRECT DEPOSIT OF PAYCHECKS

All staff members shall have their paycheck "direct deposited" into an account of his/her choice that is approved by the Cuyahoga County Auditor.

ARTICLE 58. EARLY RETIREMENT INCENTIVE

The CCBDD shall permit up to 5 bargaining unit members per year in each year of the labor agreement to participate in early retirement incentives. If a bargaining unit member submits an irrevocable written notice of retirement by September 1 of the year with a retirement date the next November 1 to January 1, he/she shall receive a one-time incentive bonus of \$10,000. If more than 5 bargaining unit members submit notices in a year, seniority will be the deciding factor.

ARTICLE 59. BENEFITS AND RIGHTS OF PERMANENT PART-TIME EMPLOYEES

- A. A permanent part-time employee is defined as an employee who is regularly scheduled to work at least 20 hours and not more than 30 hours per week.
- B. In the event of layoff affecting any classification in which there are permanent part-time employees, these employees shall be laid off after probationary employees and before any permanent full-time employee.
- C. Permanent part-time employees shall have their fringe benefits prorated on the basis of their percentage worked in comparison to the regular schedule of forty hours per week, except as modified by Article 53, Insurance.

ARTICLE 60. SUBCONTRACTING

Except for changes due to State mandate, 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 members of the bargaining unit.

ARTICLE 61. ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements, including the sideletters, arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

ARTICLE 62. PROBATIONARY PERIOD / ACCOUNTING SPECIALISTS

Accounting Specialists shall serve a probationary period of 180 calendar days.

ARTICLE 63. WORK DAY/WORK YEAR / ACCOUNTING SPECIALISTS

Accounting Specialists shall normally work eight hours per day, 12 months per year.

ARTICLE 64. CALLING IN TO REPORT ABSENCE /ACCOUNTING SPECIALISTS

Accounting Specialists shall call in to report their absence at least one-half hour before their normally scheduled report to work time. Calls must be made to both their site supervisor and the Central Office.

ARTICLE 65. VACATIONS / ACCOUNTING SPECIALISTS

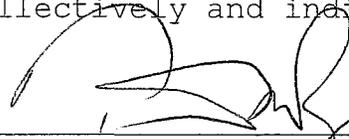
Accounting Specialists may not use vacation time at the same time, unless approved by their supervisor.

ARTICLE 66. DURATION, EFFECT, AND FORM OF AGREEMENT

- A. The Agreement shall take effect January 1, 2013 and remain in full force and effect through December 31, 2015.
- B. This Agreement shall 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 shall be controlling on both parties collectively and individually.



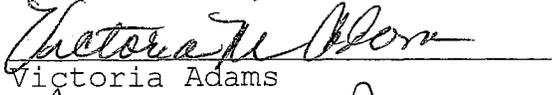
Becky Williams  
SEIU Dist. 1199 President

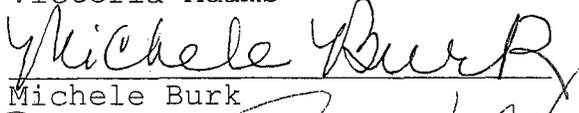


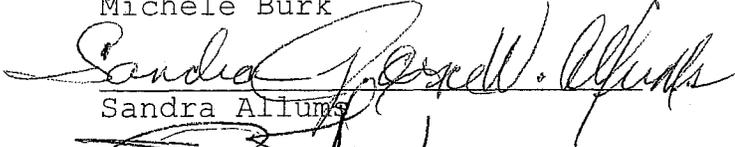
Terrence M. Ryan, Ph.D.  
CCBDD Superintendent

The Union Negotiation Team is as follows:

  
Judy Hanna

  
Victoria Adams

  
Michele Burk

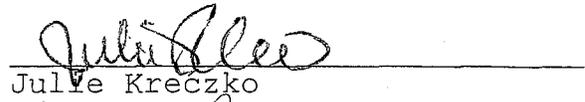
  
Sandra Allums

  
Sharon Fletcher

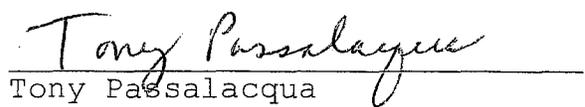
  
Dave Growley

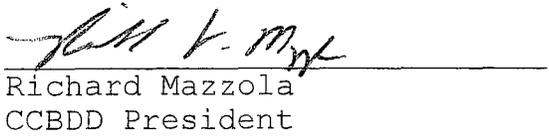
  
Beverly Terry

  
Sheila Caputo Massey

  
Julie Kreczko

  
Candace Newsom

  
Tony Passalacqua

  
Richard Mazzola  
CCBDD President

## SIDELETTERS OF AGREEMENT

### Sideletter 1. Labor-Management Committee

- A. A labor-management committee shall be established under the auspices of the Federal Mediation and Conciliation Services. The purpose of the committee is to discuss concerns of either the union or the CCBDD that cannot be addressed or resolved within the line of supervision at the Adult Activities Centers, SAW, Inc. and/or local labor-management committees.
- B. The union will be entitled to thirteen seats and the CCBDD to seven seats on the committee. The committee shall meet once every three months. Additional meetings may be scheduled upon mutual agreement. Agenda items will be submitted no later than one week prior to the meeting.

### Sideletter 2. Nursing Issues

The parties have agreed to the following:

- A. The CCBDD shall provide to all nurses up to \$150.00 reimbursement per year for the purchase of professional liability insurance.
- B. Nurses who teach on in-service days shall be eligible for monetary bonuses. Additionally, nurses shall be permitted to take an additional Professional Day for each in-service day spent teaching, if needed. October In-service teaching will rollover to the new year.
- C. All nurses, upon request shall be provided a substitute nurse for one-half day each calendar quarter to complete their required documentation.
- D. In addition to paragraph D, all nurses upon request shall be provided a substitute nurse for two, one-half day(s) per year, in order to check med passes.
- E. Nurses shall receive the following compensation for training in medication
  - 1. \$15 for conducting one training session (half-day) and related preparatory time.
  - 2. \$30 for conducting two training sessions (full day) and related preparatory time.

3. The Nurse Educator shall not receive additional compensation for training.

#### Sideletter 3. Inoculations

- A. The CCBDD will make a reasonable effort to have flu shots provided at CCBDD work sites periodically (once or twice per year) or will provide a voucher for a flu shot at a medical center.
- B. The CCBDD will continue its policy of providing Hepatitis B shots at no cost to the employee. Flu shots will also be provided at no cost.

#### Sideletter 4. Smoke-free Workplace

- A. All CCBDD owned adult services facilities shall be smoke-free. Smoking will be prohibited inside any of the buildings at any time, day or evening. Similarly, for those employees who are community based, the smoking policies established by CCBDD shall be applicable therein.
- B. Smoking will be permitted at a designated location on the grounds of these facilities. The location will be determined by the site manager and the employees.
- C. CCBDD will provide an awning, canopy, or some other type of covering for the smoking area.
- D. Supervision of consumers during their smoking breaks will not be the exclusive responsibility of members of the bargaining unit.

#### Sideletter 5. CES In-Service Days

- A. Each Community Employment Specialist will be provided two in-service days per year for which he/she will be released from his/her regular duties in order to attend. His/her supervisor will schedule the CES for these in-service days.
- B. Efforts will be made to provide Community Employment Specialists with a substitute when in-service training occurs during the work day.
- C. Community Employment Specialists who must attend in-service training during non-working hours and Saturdays will be paid at time and one-half, or they may elect to earn compensatory time.

### Sideletter 6. Mileage

Both parties agree that the following examples illustrate the interpretation of Article 42. Mileage.

1. A Methods Engineer, who normally begins his/her work day at SAW, Inc. each day (a 12 mile trip), reporting to an AAC in the morning rather than SAW, Inc. (an 18 mile trip) will receive mileage for the trip to the AAC, minus the mileage of his/her usual trip to work at SAW, Inc. (The first trip of the day, 18 miles, exceeds the amount of the usual first trip, 12 miles. The amount of mileage paid would be 6 miles.)
2. A Community Employment Specialist, who normally reports to a company each day (a 2 mile trip), reporting to his/her AAC during the day and leaving for home from the AAC (a 5 mile trip) will receive mileage for the trip home, minus the mileage of the usual trip home. (The trip from the AAC to home, 5 miles, exceeds the usual trip home from the business, 2 miles. The amount of mileage paid would be 3 miles.)
3. A Job Placement Specialist who normally reports to Rocky River AAC (a 9 mile trip) as his/her first trip of the day, reporting to a business where he or she is training a client (a 5 mile trip) will not receive mileage. (The trip to the business (5 miles) does not exceed the usual first trip of the day (9 miles).
4. A floater who substitutes at multiple sites may have no usual first trip to work. Therefore, there would be no reimbursement for any first or last trip.

### Sideletter 7. Certification Testing R.N.

Nurses may utilize Coursework Reimbursement moneys to pay for Certification Testing/Training.

### Sideletter 8. Job Sharing

CCBDD and SEIU, District 1199 agree to cooperate in responding to any employee's request for a job sharing arrangement. In general, the burden will be placed on the employee(s) to find a fully qualified partner in the job sharing, as well as to work out the operational details. Job sharing arrangements must be approved by SEIU, District 1199 and CCBDD and must not have a detrimental impact on client programming or the work to be performed. The employees will be required to share holidays and benefits on a proportional basis in accordance with the labor

agreement. Job sharing may be cancelled by either employee or the CCBDD upon thirty (30) calendar days' notice or layoffs. Any employee who cancels a job share arrangement will not be permitted another job share arrangement for 2 years.

#### **Sideletter 9. Senior Program Staff Bonus**

An annual bonus of \$350.00 will be paid in the last paycheck of the year to the Senior Program staff that spend at least 20 hours per week in an established, integrated community-based seniors program.

#### **Sideletter 10. CES Floaters**

CES Floaters who do not receive duty-free breaks thirty (30) or more days in any calendar quarter shall receive \$75.00 per quarter.

#### **Sideletter 11. Accounting Specialists**

Prior to any restructuring or realignment of job duties, CCBDD shall meet with Accounting Specialists and their Union Representative to solicit suggestions and ideas regarding any change of job duties or work assignments. Accounting Specialists' preferences will be considered in making work assignments. Changes in assignments will not be made unreasonably.

CCBDD shall provide the necessary training for each employee to successfully complete their job functions. When due to technological advancements, an employee is required to perform his/her job functions in a new or different fashion, e.g., computer technology, CCBDD shall offer sufficient training prior to implementation of said technology. Any employee whose work assignment is changed will be given appropriate training for the different assignment.

#### **Sideletter 12. Staff Shortage**

The CCBDD agrees to provide a safe and healthy work environment.

If, due to a shortage when no substitute is provided, a staff member believes that his/her safety or the safety of his/her work group is compromised, he/she shall notify the manager or his/her designee. The manager or supervisor will provide additional staff help, if possible, or will make arrangements to make the situation safer.

**Sideletter 13. Recruitment Bonus**

Any bargaining unit employee who refers an applicant for hire into a bargaining unit position or substitute position shall be paid a bonus of \$100 if the applicant is hired and works at least 90 calendar days.

**Sideletter 14. Parking Reimbursement For Lakeside Staff**

SAW, Inc. Account Executives and Methods Engineers shall be provided free parking at the lakeside center. There will be no parking available at lakeside center for Accounting Specialists. However, CCBDD shall reimburse Accounting Specialists up to \$100 per month, tax free for parking costs. (Previous stipend and \$568 salary adjustment are discontinued.)

**Sideletter 15. Compensation For Staff Members In Charge Of Bus/Vendor Loading And Unloading.**

No bargaining unit members shall be assigned to oversee and coordinate the bus vendor loading and unloading at the adult activities center. This shall be a management function only.

**Sideletter 16. Religious Holy Days**

Employees will be given priority for use of personal leave and/or vacation leave for any major holy day of the employee's own faith that occurs on a CCBDD work day. These absences shall not be counted against the contractual limits (per site) for personal leave and/or vacation leave absences on those days.

**Sideletter 17. Vacancies**

The CCBDD, per its management rights, has the discretion to fill openings that become available in the bargaining unit. If CCBDD determines to fill a position, the provisions of Article 13. Vacancies apply.

**Sideletter 18. Adult Program Specialists**

Adult Program Specialists are region-based positions. The parties agree that these positions will be converted to multi-site positions with the assignments as follows: Southwest-Rocky River, Brooklyn-Parma, Beachwood-Maple Heights, Euclid-East Cleveland. The parties agree that whenever a reassignment of an APS from one center to another (e.g., Rocky River AAC to Southwest AAC) that the least senior APS will be reassigned.

### Sideletter 19. Privacy Of Consumer Personal Information

The parties agree that they will comply with all federal and state laws which protect the privacy of the personal information of consumers. It is further agreed that the CCBDD will make reasonable attempts to make available relevant medical and psychological information, relevant work history, and other relevant information as it relates to the provision of service to the employees assigned to provide employment or travel assistance services/supports to consumers.

### Sideletter 20. Nursing Assignments

1. Five days per occurrence with review if extension needed per operational need on a rotational basis.
2. The CCBDD shall maintain the option of redesigning the regional teams as needs dictate. They agree to maintain a minimum of three regional teams and to provide the nursing department staff with 30 days notice prior to the implementation of any change.
3. The community liaison nurse, nurse educator and infection control nurse positions are not eligible as lateral transfer assignments per article 13a of the labor agreement.
4. In the event that there is a significant change in a nurse's caseload, the CCBDD agrees to meet and discuss the changes as soon as possible. The CCBDD agrees to consider the desires of the nurse in making decisions.

### Sideletter 21. 27<sup>th</sup> Pay

The parties understand that a 27th pay will not occur during the term of this labor agreement. However, it is the intent of the parties that when a 27th pay occurs in the future, there will be no reduction in the bi-weekly wages of the employee. A full-time employee's annual salary will be higher by 1/26 in the year of a 27th pay.

### Sideletter 22. Column Advancement

Employees who qualify for a column advancement per the 2010-2012 collective bargaining agreement by June 1, 2013 will receive the appropriate salary increase (percentage).

**APPENDIX A: LATERAL TRANSFER REQUEST FORM - (SITE BASED POSITIONS)**

In order to use this request form, you must currently be based at an Adult Activities Center. This form cannot be used for CES or JPS staff, who are considered "regional." Please also refer to Article 13A of the bargaining unit agreement for complete details on qualification criteria. Also please note that not all Adult Services site-based positions are permitted to laterally transfer. Therefore, refer to Article 13A for a list of positions who cannot submit a lateral transfer request.

PRINT NAME: \_\_\_\_\_

CURRENT SITE: \_\_\_\_\_ CURRENT JOB TITLE: \_\_\_\_\_

A lateral transfer is a transfer to an open position in your current classification at a different AAC. I am interested in a lateral transfer to the following AACs – check all that interest you, but do NOT check your current site.

Beachwood       Brooklyn       East Cleveland       Euclid  
 Maple Heights       Parma       Southwest       Rocky River

This information will be maintained in an Adult Services Department database. All Adult Services management, Department of Human Resources and Union officials will have access to this information.

If you want to make changes you must submit another form. *This lateral transfer request form will be active for the current calendar year. You must re-submit after December of the current year if still interested in a lateral transfer to another AAC. Refer to Article 13A for additional information.*

If you want to indicate your reasons for requesting a lateral transfer, please do so on the reverse side of this form; however, please note that this is optional. Return this form the Employment Manager, Donzella Administration Building. Sign and date below before returning.

X  
\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

NOTE: As indicated above, please refer to Article 13A of the bargaining unit agreement as not all site-based positions are permitted to laterally transfer.

**APPENDIX A: REGIONAL LATERAL TRANSFER REQUEST FORM**  
(Community Employment Specialist or Job Placement Specialist)

In order to use this request form, you currently **must be either a CES or JPS**. If you are not currently a CES or JPS, do NOT complete this form. A lateral transfer for CES and JPS employees involves a "change of regions." Your transfer request can only be to another REGION---do not check your current region. Please also refer to Article 13a of the bargaining unit agreement for complete details on qualification criteria.

PRINT NAME: \_\_\_\_\_

CURRENT REGION: \_\_\_\_\_ CURRENT JOB TITLE: \_\_\_\_\_

A lateral transfer is a transfer to an open position in your CURRENT CLASSIFICATION at a different REGION: I am interested in a lateral transfer to the following REGION(s). Do **NOT** check your current REGION:

- |                            |                          |
|----------------------------|--------------------------|
| _____ Northwest Region     | _____ Mid-Central Region |
| _____ Northeast Region     | _____ Southeast Region   |
| _____ North Central Region | _____ Southwest Region   |

This information will be maintained in an Adult Services Department database. All Adult Services management, Department of Human Resources and union officials will have access to this information. If you want to make changes you must submit another form. ***This lateral transfer request form will be active for the current calendar year. You must re-submit after December of the current year if still interested in a lateral transfer to a different REGION. Refer to Article 13A for additional information.***

If you want to indicate your reasons for requesting a lateral transfer, please do so on the reverse side of this form; however, please note that this is optional. **RETURN THIS FORM TO EMPLOYMENT MANAGER, DONZELLA ADMIN. BLDG.** Sign and date below before returning.

X  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX B: COMMUNITY EMPLOYMENT SPECIALIST REASSIGNMENT FORM**

Your current position must be a region-based position and your current assignment **must be second shift, i.e., a starting time of 12 noon or later.** Please also refer to Paragraph M of Article 13a of the Bargaining Unit Agreement for complete details.

PRINT NAME: \_\_\_\_\_

CURRENT REGION: \_\_\_\_\_

CURRENT JOB TITLE: \_\_\_\_\_

\_\_\_\_\_ I am interested in a first shift assignment in my current position within my current region.

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you want to indicate your reasons for requesting a reassignment, please do so on the reverse side of this form; however, please note that this is optional. **RETURN THIS FORM TO YOUR CES MANAGER.**

*Sign and date below before returning.*

**X** \_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX C: WORK-RELATED INJURIES (ASSAULT) FORM**

Refer to Article 31 of the Bargaining Unit Agreement for additional information and qualification criteria.

Dear Doctor:

Our employee, \_\_\_\_\_, 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 EMPLOYEE MAY RETURN TO UNRESTRICTED DUTY \_\_\_\_\_

PRINT PHYSICIAN'S NAME

TYPE OF PRACTICE

PHYSICIAN'S SIGNATURE

DATE

**EMPLOYEE NOTE:** This form must be completed and returned to Human Resources before any paid Assault Leave will be granted. Please fax completed form to (216) 736-4544.

**APPENDIX D: CCBDD AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I, \_\_\_\_\_, certify that:  
Name of Staff Member (Print)

1. I, \_\_\_\_\_, and \_\_\_\_\_  
Staff Member (Print) Domestic Partner (Print)

reside together at \_\_\_\_\_  
and share the common necessities of life.

2. We have resided together for at least the previous twelve months.
3. We are not legally married to anyone.
4. We are at least eighteen (18) years of age or older.
5. We are not related by blood closer than would bar marriage in the State of Ohio.
6. We are mentally competent to consent to contract.
7. We are each other's sole domestic partner.
8. We are responsible for our common welfare.
9. I understand that another Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a Statement of Termination of the most recent domestic partnership has been filed with the Human Resources Department. Such a Termination Statement shall be provided to the Board and shall affirm that the domestic partnership has been terminated, and that a copy of the Termination Statement has been mailed to the other domestic partner.
10. We provide the information in this affidavit to be used by the Board for the sole purpose of determining our eligibility for domestic partnership benefits. This information will be treated as strictly confidential insofar as Ohio Statutes allow.

\_\_\_\_\_  
Date Date of Birth Signature of Staff Member

\_\_\_\_\_  
Date Date of Birth Signature of Domestic Partner

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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