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CONTRACT BETWEEN

**ERIE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**ERIE COUNTY BOARD OF DD EMPLOYEES
ASSN./OEA/NEA**

July 1, 2013 through June 30, 2016

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Article 1 Recognition

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

Included In Unit: [Professional Employees]

Communication Specialist
Early Intervention Specialist
Self Advocacy and Employment Advisor

Included In Unit [Non-Professional Employees]

Business/Finance Assistant
Community Support Specialist
Custodial/Maintenance
Individual and Family Support Specialist
Maintenance
Receptionist
Records Clerk
Individual and Family Supports Secretary

Excluded From Unit:

Business Services Director
Dispatcher
Driver
Director of Children’s Options and Community Supports
Facilities Manager
Manager of Individual and Family Supports
Service and Support Administrator Certified/Registered
SSA Records Support Specialist
Director of Individual and Family Supports
Executive Administrative Coordinator
Superintendent
Systems Manager
Facilities and Transportation Manager
Service and Support Administration Manager
Dispatcher

All substitute and contract employees and all confidential, management level, supervisors, seasonal and casual employees as defined by O.R.C. Chapter 4117.

- 1.02 **Creation Of New Position.** In the event a new job is created, it is agreed between the parties that discussions shall take place to determine whether or not such new job shall be included in the bargaining unit. If it is agreed that the position should be placed in the

bargaining unit, the employer and union will negotiate the terms and conditions of employment, hours of work, benefits, and wages of such new position. If an agreement cannot be reached between the parties as to whether a job/position is to be in the bargaining unit, the parties agree to submit the dispute to the state employment relations Board (S.E.R.B.) for its determination. S.E.R.B.'s ruling shall be binding on the parties.

Article 2 Negotiations

- 2.01 Either the Association or the Board may initiate negotiations by letter of submission, forwarded to the other party no sooner than ninety (90) days prior to the expiration of this Contract, outlining their intent to bargain as defined in O.R.C. Chapter 4117.
- 2.02 Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiation session.
 - A. At any negotiation session, either party may be represented by no more than four (4) representatives.
 - B. At least five (5) working days prior to the first negotiation session, each party shall identify each member of its bargaining team plus one (1) alternate. Except upon prior approval of the other party, only the persons identified as bargaining team members or, in the absence of one or more bargaining team members, the alternate, may attend bargaining sessions.
- 2.03 If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services[FMCS] to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
- 2.04 The Board and the Association mutually agree the aforementioned FMCS shall supersede all other dispute settlement procedures contained in O.R.C. Chapter 4117.
- 2.05 Neither the Association nor the Board shall issue statements regarding negotiations to the news media. If the Association and the Board cannot agree upon the content of a press release, no release will be made.

Article 3 Grievance Procedure

- 3.01 **Purpose Of Grievance Procedure.** The purpose of this grievance procedure shall be to secure at the lowest possible level equitable solutions of grievances. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the Grievance Procedure and to make an effort to keep the procedure free of non-meritorious grievances. The Parties shall first attempt to settle any grievances informally. If the matter remains unresolved, the grievance will be processed through the grievance procedure.

3.02 Definitions.

- A. A "grievance" is any alleged violation of this Contract or dispute with respect to its meaning or application.
- B. A "Grievant" is the person or group of persons making the complaint.
- C. For purposes of this Article, "Day" means a day on which the Board's offices are open and does not include holidays, weekends, calamity days, or other days or periods outside regular business hours when the Board offices are closed.
- D. Class Action Grievances. All grievances filed on behalf of the Association shall be considered class action grievances; and, shall be filed at the Superintendent's level. The Grievant, or counsel if desired by the Grievant, shall discuss the grievance within ten (10) days after the matter giving rise to the grievance occurs with the Grievant's immediate supervisor and/or Director/Manager. If the grievance is not resolved informally, the Grievant may within three (3) days initiate a formal grievance at the Director/Manager level.

3.03 **Time Limits For Processing Grievances.** Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of parties at each step. If the Grievant fails to meet time maximums at any step of the procedure the grievances shall be considered waived. If management fails to respond timely, it is up to the Association/grievant to move the grievance to the next level in a timely manner. Grievances shall be processed on the form as in Appendix A. The time limits for processing a grievance may be extended by the Association and the individual Board designee at Level 1-4 provided the approved extension is in writing, signed by both parties and the extension is for a limited, defined period of time.

3.04 It shall be the Grievant's right to be represented by counsel of the employee's own choosing at any step or level of this Grievance procedure.

3.05 **Formal Procedure.**

- A. The Grievant and/or counsel retained by the Grievant may sign grievance forms. In all cases where the Grievant does not personally sign the form at the time of its filing, the Grievant will appear and sign the form at the Level 1 grievance meeting. The Grievant, or counsel if desired by the Grievant, shall file the grievance with the individual with authority to resolve the grievance. The grievance shall contain a concise statement of the complaint, the facts upon which it is based, and identify both the specific provisions of this Contract alleged to have been violated and the relief sought.
- B. **Level 1** - The Grievant shall file the grievance in writing with the Grievant's Director/Manager. The Director/Manager will meet with the Grievant within five

(5) days after the formal grievance is filed to discuss the grievance. Within five (5) days after the meeting, the Director/Manager shall provide the Grievant a written answer to the grievance including a brief statement of the rationale for the disposition.

C. **Level 2** - If the grievance is denied by the Director/Manager or not resolved within the ten (10) day time limits set forth in Level 1, the Grievant may submit the grievance to the Superintendent by delivering a dated, written notice to the Superintendent within five (5) days after the grievance is denied or the time limit for response passes, whichever first occurs. The Superintendent shall meet with the Grievant within ten (10) days after the grievance is submitted to him/her. Within five (5) days after the meeting, the Superintendent shall provide the Grievant a written answer to the grievance including a brief statement of the rationale for the disposition.

D. **Level 3** - If the grievance is not resolved at the Superintendent's level, the grievant may, within five (5) working days, request mediation. The Parties may mutually agree in writing to waive the mediation step and proceed directly to arbitration. The parties shall thereafter submit a joint request to the Federal Mediation and Conciliation Service for the appointment of a mediator. Every effort will be made to complete grievance mediation within thirty (30) days of the submission of the request. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses. At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in the case. The grievant or designated representative of the class, if it is a class action grievance, shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievance shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential. If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration. All grievance mediation proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service governing such grievance mediation process.

E. **Level 4**

In the event the grievant is not satisfied with the disposition of the grievance by mediation, the grievant may refer the grievance to arbitration by filing writing notice of such referral with the Superintendent not later than five (5) days from the date of mediation. The moving party shall request arbitration services and a date by contacting in writing the Federal Mediation and Conciliation Service with a copy of such request mailed to the Superintendent. The Board-Administration

shall automatically join in such request. The Arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service.

Each party advised the Office of Arbitration Services (OAS) of its order of preference by numbering each name on the panel and submitting the numbered lists in writing to the OAS. The name that has the lowest combined number will be appointed. If the parties do not agree on an arbitrator from the first panel, the OAS of the FMCS will furnish a second and third panel to the parties upon joint request and payment of an additional fee. Requests for a second and third panel should be accompanied by a brief explanation as to why the previous panel(s) was inadequate. If parties are unable to agree on a selection after having received three panels, the OAS will make a direct appointment upon joint request.

All other procedures relative to arbitration shall be according to the voluntary Rules and Regulations of the Federal Mediation and Conciliation Service.

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

If there is a question of arbitrability, the arbitrator shall hear the arguments on both arbitrability and the merits of the grievance at the same hearing, and then shall rule on first the arbitrability, and if the grievance is determined to be arbitrable, shall rule on the merits of the grievance.

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

1. No grievance shall be processed to arbitration unless the Association agrees to represent the grievant.
2. No grievance shall be processed to arbitration unless the Association Executive Committee approves.
3. The Association President shall receive a copy of each filed grievance.
4. The moving party may withdraw the grievance with or without prejudice at any time or level before the arbitration hearing is concluded.

- F. To expedite processing of a grievance to arbitration, the parties may agree to bypass all lower levels and go directly to arbitration.
- 3.06 Arbitration hearings and grievance meetings shall be confidential. Only the Grievant, the board's designees, witnesses and the parties' counsel including, without limitation, representatives of the Association, may be present.
- 3.07 Nothing contained herein shall be constructed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration, or to have a grievance adjusted without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of this Contract.
- 3.08 No bargaining unit member may be represented by any union other than the Association in any grievance initiated pursuant to this Contract.
- 3.09 The Association President shall be entitled to copies of all written dispositions. If the Association is not represented at any hearing below Level 3, the decision or disposition shall not establish precedent.
- 3.10 No reprisals will be taken against any member of the bargaining unit for filing or participating in the processing of a grievance. Forms for filing and processing grievances shall be cooperatively designed by the DD Association and the Board. Copies of all papers pertaining to a grievance shall be furnished to all parties of the grievance. The grievance may be withdrawn at any level without reprisal.

Article 4 Leaves

- 4.01 **Assault Leave.** In the event of an assault on an employee by an individual which results in the employee being absent as a result of the assault, such absence will not be charged to sick leave and the employee will receive full pay and benefits for such absence for a period of up to 60 days as determined by the physician provided:
- A. The bargaining unit member promptly, prior to the end of the work day unless otherwise incapacitated, reports the injury to the employee's supervisor; and,
 - B. The bargaining unit member applies for workers' compensation.

4.02 **Association Leave**

The Association will be granted up to fifth-six (56) hours leave for the purpose of attending Association meetings and leadership trainings. Request for such leave shall be submitted in writing to the Superintendent by the Association president at least two (2) weeks in advance of the intended leave.

4.03 **Bereavement Leave.**

- A. In the case of death in the immediate family of a bargaining unit member or the employee's spouse, the bargaining unit member may have up to five (5) days paid bereavement leave per year.
1. For purposes of this article, "immediate family" means a spouse, parent (including adoptive parent, step-parent or any other person acting *in loco parentis*), child (natural, adopted, or stepchild), sibling or grandparent.
 2. Bereavement leave may only be approved by the Superintendent or the Superintendent's designee. Bargaining unit members shall present satisfactory proof of both the death of the deceased and the deceased's relationship to the bargaining unit member as a condition to obtaining bereavement leave.
 3. The Superintendent may grant additional leave time to enable the affected bargaining unit member to travel a great distance to the funeral or discharge new responsibilities which are directly related to the decedent's death.
- B. Any bereavement leave shall be used within 30 calendar days of the decedent's death or funeral.

4.04 **Employer Initiated Leave.** If a bargaining unit member contracts a communicable condition due to an exposure caused by the employee's employment and the Board directs him/her not to work until the condition is cured, the employee's absence shall not be charged to sick leave and the employee shall receive full pay and benefits for such absence for a period of up to 60 days as determined by the physician provided the bargaining unit member applies for workers' compensation.

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

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

4.07 **Personal Leave.**

- A. At the beginning of each contract year, each bargaining unit member shall receive three (3) (calendar year employees) personal leave days.
- B. Personal leave may be used with forty-eight (48) hours prior electronic notice to the bargaining unit member's direct supervisor.

1. Prior notice is intended only to ensure adequate staff is scheduled. The Superintendent or designee determines that available staff will be adequate for the anticipated work load.
 2. Director/Managers may not require bargaining unit members to disclose the purpose for which personal leave is requested.
 3. In cases of emergency, a bargaining unit member's Director/Manager may waive the forty-eight (48) hour requirement and request documentation of the reported emergency.
- C. Personal leave shall be used in no less than one hour increments.
- D. Personal leave must be used in the year it is earned. It may not be carried over into subsequent years.
- E. Personal leave may be used to extend vacations or holidays provided use of personal leave is approved by the bargaining unit member's direct supervisor before the holiday or the beginning of vacation.

4.08 **Maternity/Paternity Leave.**

- A. **Leave Rights.** A bargaining unit member who is expecting the birth of the employee's biological child, or adopting a child less than five (5) years of age shall be entitled to a leave of absence without pay for Maternity/Paternity reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall not exceed one year. The employee's paid medical benefits shall not exceed the time allotted by FMLA.
- B. **Application For Leave.** Application for maternity/paternity leave shall be in writing and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the bargaining unit member anticipates return to service. Applications for maternity/paternity leave shall be granted by the employer.
- C. **Time For Filing Application.** Application for maternity/paternity leave should be made prior to the ninetieth (90) day before the beginning date of the maternity/paternity leave. The Superintendent may waive the 90-day application process in cases of demonstrated emergency.

D. Reinstatement Rights.

1. Upon return from approved maternity/paternity leave at the time set forth in the application for leave, the bargaining unit member shall be returned to a position in the same title the employee held prior to the leave.
2. If the bargaining unit member desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested and the date upon which the employee wishes to return. If the Superintendent approves the bargaining unit member's early return, the employee shall be reinstated as provided in subsection D.1. above. The Superintendent is not required to authorize an early return from approved paternity/maternity leave.

- E. Contract Rights.** Use of maternity/paternity leave shall not be grounds for termination. Usage of this leave shall be allocated to FMLA where appropriate but not limited to twelve (12) weeks.

4.09 Sick Leave.

- A. Full-time, bargaining unit members shall be credited with four point six (4.6) hours for each eighty (80) hour bi-weekly pay period in active pay status.
- B. Part-time bargaining unit members shall be credited with a pro-rata amount of sick leave for hours worked for the payroll period.
- C. New employees shall be advanced twenty (20) hours of sick leave or, if they are part time, a pro-rata share of twenty (20) hours, upon their first day of work. New employees shall not accrue additional sick leave until they have earned enough sick leave to repay the advance.
- D. Bargaining unit members may accumulate sick leave without limit.
- E. Upon beginning employment with the Board, new employees who earned sick leave in prior, public employment shall be credited with the unused balance of their sick leave from that prior employment subject to the following conditions:
 1. Employment with the Board begins less than 10 years after the new employee left the employee's previous, public employer; and
 2. The new employee provides satisfactory, written proof of the employee's sick leave balance at the time of separation from the employee's previous, public employer within sixty (60) calendar days after beginning employment with the Board.

- F. Sick leave hours may be used in increments of one-quarter [1/4] hour to cover personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or individuals, medical appointments, and illness or death in the bargaining unit member's immediate family as defined in 4.03A.1.
- G. **Sick Leave Balances.** The Board will provide leave balances to employees, in accordance with the payroll system. The employee is responsible for producing documentation of any disputed leave balance to share with the Superintendent.
- H. **Sick Leave Procedure.**
1. Bargaining unit members of the facilities department shall call their supervisor in person at least thirty (30) minutes before their scheduled starting time to report they are ill. All other employees shall leave a message on the automated call off extension at least thirty (30) minutes before the start of their work day. The bargaining unit member shall complete a written, sick leave application and deliver it to his/her supervisor, or designee, within forty-eight (48) hours of return to work from sick leave.
 2. Bargaining unit members using sick leave to attend pre-scheduled appointments shall inform their supervisors at least one (1) working day in advance of the appointment.
 3. The Superintendent or designee may require an employee to furnish a satisfactory written statement signed by a physician to justify the use of sick leave for three (3) or more consecutive days of absence. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave.
- I. **Sick Leave Donation.** The Association is eligible to participate in the Board's sick leave donation program according to policy.

4.10 **Released Time Of Association President.** The Board agrees to grant released time to the Association President either full-time or part-time at the Association's discretion. The Association shall pay to the Board the full cost of the salary and benefits of the replacement employee. The Association shall provide the Superintendent at least thirty (30) working days' notice of its need for released time.

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

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

A. Plan of professional growth, applications:

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

B. Miscellaneous restrictions:

1. No more than five percent (5%) of the bargaining unit members in any one job title may be on sabbatical leave during the same program year.
2. Any bargaining unit member who has less than twenty-five (25) years service with the Board shall agree, in writing, to return to employment for a full, program Year following completion of a sabbatical leave.
3. No bargaining unit member may take more than one (1) sabbatical leave during any five (5) year period.
4. No bargaining unit member, regardless of seniority, is entitled to a second sabbatical leave in preference to other bargaining unit members in the same job title who have requested but not yet taken sabbatical leave.
5. Except as provided in subsection B.4., if more bargaining unit members seek sabbatical leave than can be accommodated, leave shall be approved in order of seniority.
6. Sabbatical leave shall not be approved unless the vacated position can be filled by temporary appointment.

C. Stipends, repayment of stipends.

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

D. Return from leave.

1. Each year of sabbatical leave shall count as a year of credit for placement on the salary schedule.
2. Upon return from sabbatical leave, a bargaining unit member shall be returned to the same or equivalent assignment or position the employee held prior to the leave.

4.13 Modified Duty And Transitional Work Program

The Erie County Board of Commissioners is in charge of the Worker Compensation Program for Erie County. The Parties agree to attach the Policy of the Board of Commissioners "Modified Duty and Transitional Work Program" as Appendix B. The Parties agree that if this policy is amended by the Board of Commissioners, the Parties will meet in a Labor Management Meeting to discuss the changes and amend the Appendix consistent with the new policy.

4.14 Vacation Schedule.

- A. Full-time bargaining unit members shall accrue vacation on the following schedule:

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

- B. Part-time bargaining unit members shall accrue vacation on a pro-rata basis for each payroll period for hours worked for the payroll period (e.g. forty (40) hours in a pay period = one-half (1/2) the vacation schedule in (A) above).
- C. The maximum amount of vacation that can be carried over from one year to another is the equivalent of three (3) accrual years (e.g., an employee who earns two (2) weeks per year may carry over six (6) weeks of vacation).
- D. Vacation may be used upon prior approval of the bargaining unit member's supervisor. A minimum of twenty-four (24) hours notice is necessary for vacation requests. Approval shall not be arbitrarily withheld by the member's supervisor. Prior notice is intended only to ensure adequate staff is scheduled. The Superintendent or designee determines that available staff will be adequate for the anticipated work load. The Supervisor has the ability to waive the notice requirement.

4.15 Approval for leaves shall not be arbitrarily withheld by the employee's supervisor.

4.16 The parties agree that the Labor Management Committee ("LMC") will meet in early 2014 to discuss implementation of the evaluation instrument for pay for performance. Such discussions will include timelines, process, training, etc. Should no agreement be reached by April 30, 2014, the Superintendent, at her sole discretion, will initiate the evaluation process for the pay for performance system, taking into account the discussion of the LMC. However, the decisions of the Superintendent are final and binding.

Article 5 Working Conditions

5.01 Bargaining unit members who are assigned to work inside Board buildings shall not be required to remain at work when the temperature inside the building is less than sixty (60) degrees F. or greater than one hundred (100) degrees. The Board shall provide adequate rest areas, lounges and restrooms for bargaining unit members' use. The Association agrees the rest areas, lounges and restrooms are adequate for its entire staff. Building closures shall be designated by the Superintendent.

5.02 The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of individuals in the bargaining unit members' assigned work area. Bargaining unit members may, in accordance with Board policy, physically intervene with an individual to the extent necessary to protect themselves, other staff or another individual from attack, physical abuse, or injury, or to prevent damage to Board property.

5.03 **Reimbursement For Damage Caused By Individuals.** The Board shall reimburse bargaining unit members for the loss, damage, or destruction of personal property, including the bargaining unit member's vehicle, which is caused by individuals. The Board shall not be required to reimburse bargaining unit members for loss, damage, or

destruction of personal property which results from the owner's negligence or the actions of any Board employee.

- 5.04 Bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building except for Custodial/Maintenance Employees for a.m. opening and/or p.m. closing hours.
- 5.05 The Board shall provide without cost to the bargaining unit member the following:
- A. Approved first aid kits and materials in all work areas.
 - B. Adequate and approved personal protective equipment as needed.
- 5.06 **Work Rules.** All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not alter any bargaining unit member's job description in violation of Article 18 of this Contract. Complaints are submitted in accordance with Board Policy.
- 5.07 Each bargaining unit member will be given a copy of the employee's job description at the time of hire and/or upon change in the job description.
- 5.08 Bargaining unit members on extended leave are not required to submit lesson plans, compile evaluative data, prepare IPs, etc., while on leave.
- 5.9 **Drug Free Workplace.** The Parties agree that the Board's premises and Board employees shall be drug and alcohol free while at work or on work time.
- A. The Board and Association will each choose two (2) employees who will be trained in recognition of the physical and mental manifestation of drug and alcohol use and/or impairment. If an employee observes behavior which may qualify as impairment due to alcohol or drugs, the employee will report that behavior to the suspected employee's supervisor who will notify the trained assessors. Two (2) trained employees, one (1) Board and one (1) Association, will immediately meet with the suspected impaired individual to assess for impairment. After completion of the assessment, the two (2) person team shall report its findings to the Superintendent or designee. If reasonable suspicion exists to believe the suspected employee is impaired, that employee shall be taken to the Board-approved testing site within two (2) hours for testing. Reasonable suspicion shall be limited to suspected impairment at work.
 - B. The test results will be reported to the contact person designated by the Board. The employee will receive a copy of the written report from the testing site. Reports of suspected impairment are confidential. The Parties agree to utilize the federal standards for reporting positive drug levels. The Parties will utilize the positive alcohol level for non-CDL employees in accordance with State law. The Parties agree that the CDL/split sample will be utilized for all reasonable

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

- C. Association members are subject to testing under the following conditions:
 - 1. Upon demonstration of reasonable suspicion;
 - 2. Post vehicular accidents if the accident occurs while on Board business;
 - 3. Post worker compensation injuries if such injuries require hospitalization.
- D. An Employee Assistance Program shall be selected which will be open to all employees. The first time an employee tests positive as a result of a reasonable suspicion test, the employee shall be referred to the EAP Program. First conviction on a driving under the influence charge shall result in a referral to an Employee Assistance Assessment and a defensive driving course. If the Assessment recommendation is to the EAP, then the employee must attend and remain compliant with all recommendations of the EAP. The employee must also sign a last chance agreement for a period not to exceed three [3] years.
- E. An employee may be able to accommodate his driving restrictions and still maintain his job. If the accommodation includes a substitute driver, the substitute driver must meet the driver eligibility standards of the County as delineated in Personnel Policy 710.1-710.12. (Any substitute driver will be at the employee's expense and prior notification to the Superintendent). An employee will not be disciplined for driving violations due solely to the employee's medical condition. The Erie County Drivers' Eligibility Policy Summary will be reviewed in training. The Parties agree to support the Drug Free Safety Program and employees will be trained by qualified trainers.
- F. The Parties acknowledge that employees may be prescribed controlled substances. Such substances shall be restricted to the employee at the prescribed dosage and frequency.

5.10 Evaluations

- A. All employees will be evaluated at least once every year. Evaluation goals and objectives will be developed together by the employee and the evaluator. The employee and evaluator shall work together to complete the employee's evaluation. The evaluation report shall be made by the employee's supervisor(s) only after the employee and supervisor have jointly reviewed the current job description from Article 18 for that position. Bargaining unit members shall be responsible to only one supervisor for evaluation purposes.

- B. If after discussing the evaluation with the evaluator, the employee is not on agreement with the evaluation, the employee shall submit written comments to the evaluator within ten (10) work days. Such written comments shall be attached to the evaluation report. The evaluator will suggest means of improvement when necessary.
- C. Employees shall sign the copy of the evaluation. The signature does not represent agreement with the evaluation but indicates the rating has been reviewed and discussed with the evaluation. Upon the employee's request, the Superintendent or designee shall review the employee's evaluation and recommended appropriate action.
- D. Any employee may request to examine, and will be permitted to review, his or her personal evaluation, providing the record is not removed from the personnel file.
- E. Copies of all evaluations shall be given to the employee prior to being placed in the personnel file.
- F. The evaluation tool shall not be used to begin any disciplinary process.
- G. Performance issues should be addressed during the year and not only at evaluation time.

- 5.11 **Subcontracting.** The Board agrees to refrain from subcontracting if the Board intends to fill a vacant position. The Parties agree that management personnel shall be allowed to do bargaining unit work in special and/or emergency situations if no qualified Association member is available and upon notification to an Association officer.
- 5.12 **Flex or Modified Schedule.** Employees may temporarily flex their work schedule by mutual agreement between the employee and their supervisor. More permanent or long-term adjustments to an employee's schedule may be made by mutual agreement between the employee and their supervisor.
- 5.13 When driving records are received annually from the Ohio Department of Motor Vehicles, the Board will distribute the employee's individual driving record to the employee.
- 5.14 The employees will be required to attend a defensive driving course.

Article 6 Personnel Files

- 6.01 The Board shall maintain a personnel file on each bargaining unit member. The personnel file shall contain:
 - A. Records that are consider public records such as:

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

6.02 Current Personal Information

- A. The employee is responsible for notifying the Board of the employee's current address, phone number, including cell phone if applicable, emergency contacts, and spouse, and children. The employee is responsible for updating these records within a reasonable amount of time of any change. The employer is not liable for an employee's failure to timely update their personal information.
- B. The employee shall have the right to review their personnel file and have copies of any material in their file upon request at no charge to the employee. The Employer agrees to provide copies of any disciplinary actions added to the personnel file of an employee within fourteen (14) days of the date it is added to the file.

6.03 Correction Of Personnel Files.

- A. If a bargaining unit member disputes the accuracy, relevance, timeliness, or completeness of information in the employee's personnel file, the employee may ask the Superintendent to investigate the current status of the information. The Superintendent shall, within a reasonable time after, not later than ninety (90) days after, receiving the request from the bargaining unit member, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete, and shall notify the bargaining unit member of the results of the investigation and of the action that the Superintendent plans to take with respect to the disputed information. The Superintendent shall remove from the employee's personnel file any information the employee can verify or which the Superintendent finds to be inaccurate. This material shall not be used for disciplinary purposes in the future.

- B. If the bargaining unit member is dissatisfied with the Superintendent's determination, the employee has the right to include a statement regarding the disputed information in their file. The bargaining unit member may have the assistance of a representative of the employee's choice in preparing any written response permitted by this section.

Article 7 Salary and Wages

7.01 Wages

- A. Initial appointments for bargaining unit positions will in general be made at the minimum salary for a position as listed in §7.05. Based upon experience, initial appointments may be made at a higher rate within the range.
- B. For current employees accepting a position where the hourly rate is less than their current hourly rate, the employee will receive a decrease equivalent to the percentage difference between their current range and the range to which they are moving. For current employees promoted into a position where the hourly rate is higher than the employee's current hourly rate, the employee will receive an increase equivalent to the difference between the current range and the range to which they are promoted. For example, when an employee moves from Classification 2 to Classification 1, there is a 5% decrease in hourly rate of pay; when an employee moves from Classification 3 to Classification 2 there is a 31% decrease in hourly rate of pay; and when an employee moves from Classification 3 to Classification 1, there is a 38% decrease in hourly rate of pay. When an employee moves from Classification 1 to Classification 2, there is a 5% increase in hourly rate of pay; when an employee moves from Classification 2 to Classification 3, there is a 31% increase in hourly rate of pay; and, when an employee moves from Classification 1 to Classification 3, there is a 38% increase in hourly rate of pay.
- C. In the event of a layoff, where the laid off employee either bumps into a lower classification or is recalled and accepts a position in a lower classification, the employee will return at the rate of pay equivalent to the percentage difference between the current range and the range of the lower classification.

7.02 **Annual Increase.** Bargaining unit members will receive no increase in salary for the duration of the contract.

7.03 **Classifications.** The following classifications are considered equal for purposes of layoff and other specified uses, provided the employee meets the qualifications of the job description. The classifications are grouped as follows:

Classification 1 [High school or high school equivalency education]:
Custodial/Maintenance
Maintenance
Receptionist

Records Clerk
Individual and Family Supports Secretary

Classification 2 [Certification required and/or Associate's degree required]

Business Finance Assistant
Community Support Specialist
Individual and Family Support Specialist

Classification 3 [Baccalaureate degree or higher]

Communication Specialist
Early Intervention Specialist
Self Advocacy and Employment Advisor

7.04 Ranges Defined And Range Levels

- A. All members of the bargaining unit shall have their salaries frozen for the duration of the contract.
- B. Upon hiring of any new member of the bargaining unit, the following wage ranges will be utilized;

Classification 1 (High School or GED)

Minimum	Maximum
\$11.90	\$16.25

Classification 2 (Associate's Degree or Certification Required)

Minimum	Maximum
\$11.97	\$16.50

Classification 3 (Baccalaureate Degree or Higher Required)

Minimum	Maximum
\$16.76	\$25.74

C. Lump Sum.

- 1. Any employee's whose hourly rate is over the maximum rate listed above will receive an Eight Hundred Dollar (\$800.00) lump sum in each noted year of the Contract:

2. All employees may cash out fifty percent (50%) of their vacation accrued up to a maximum of five (5) days each year of the Contract. Only one cash out per year per employee is permitted (e.g., if an employee has only six (6) days of vacation, they can only cash out three (3) days). The vacation cash out provision sunsets at the expiration of the Contract.
3. All employees will receive a one-time lump sum "sign on" bonus of Two Hundred Fifty Dollars (\$250.00) payable after the execution of the Contract.

The Eight Hundred Dollar (\$800.00) lump sum payments are paid in the first pay period of each year of the Contract. The Eight Hundred Dollar (\$800.00) lump sum payments are not cumulative, will not increase the hourly rate in any year of the Contract, and will be utilized for purposes of calculating OPERS contributions; whereas the Two Hundred Fifty Dollar (\$250.00) lump sum payment will not be included for OPERS contributions.

7.05 **Pay for Performance.** Employees are responsible for documenting their productivity. Productivity is defined as:

- **EI Department Employees:** Time spent providing County Board individual specific services to or on behalf of an eligible child. Screens, evaluations, assessments and professional consultations (once child is eligible), home visits, IFSP meetings, transition meetings, and PSP, ECJFS & WRAP Around meetings time (specific to eligible child).
- **Records Clerk, Community Supports Specialist, Custodial/Maintenance Employee, Individual & Family Supports Specialist, Receptionist Part Time, Business Finance Assistant;** Annual merit evaluation rating system.

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

EARLY INTERVENTION PAYMENT AMOUNTS FOR PRODUCTIVITY (EI):

YEAR 1	Implementation of Productivity System
YEAR 2	100 Hours => \$500.00 annual (\$41.67 - monthly)
	108 Hours => \$750.00 annual (\$62.50 - monthly)

116 Hours => \$1,500 annual (\$125.00 - monthly)
 130 Hours => \$2,500 annual (\$208.34 - monthly)
 YEAR 3 108 Hours => \$750.00 annual (\$62.50 - monthly)
 116 Hours => \$1,500 annual (\$125.00 - monthly)
 130 Hours => \$2,500 annual (\$208.34 - monthly)

Payments shall be made on a monthly basis.

B. Non-EI Employee Merit System.

YEAR 1 Implementation of Merit Pay System
 YEAR 2 3.25 - 3.50 => \$250.00 annual
 3.51 - 3.74 => \$500.00 Annual
 3.75 - 4.00 => \$750.00 annual
 4.01 - 5.0 => \$1,000.00 annual
 YEAR 3 3.51 - 3.74 => \$500.00 Annual
 3.75 - 4.00 => \$750.00 annual
 4.01 - 5.0 => \$1,000.00 annual

7.06 Productivity Due Dates and Calculations/Due Dates

1. EI documentation due to Supervisor by 5th of the following month.
2. EI document due from Supervisor by 10th of the same following month.
3. EI documentation and correction report generated and sent to EI employee from Billing by 20th of the same following month.
4. Corrections due from EI employee to Supervisor by 25th of each month.
5. Productivity hours due to employee by 1st of second following month.

7.07 Supplemental Contracts. The provision of services in addition to those normally required by the bargaining unit member's position shall be incorporated into a written supplemental contract signed by both the Board and employee setting forth the rate of remuneration, duties, and duration of the contract.

- 7.08 **Salary Notification.** No later than August 1st of each year of this Contract, the Board will provide each bargaining unit member a notice of their annual salary for the coming year.

Article 8 Paychecks

- 8.01 Salaries shall be paid in bi-weekly installments.
- 8.02 Employees shall receive their pay stub notification bi-weekly on Friday except as elsewhere provided.

Article 9 Authorized Payroll Deductions of Dues and/or Fees

- 9.01. Upon receipt of a signed, written authorization from the affected bargaining unit member, the Board shall make monthly payroll deductions for the following purposes:
- A. Association Dues and Fair Share Fees.
 - B. Credit Union
 - C. Deferred Compensation
 - D. Other authorized deductions
- 9.02 The mechanics of collection and distribution of dues and fair share fees and other deductions including, without limitation, the lead time required to make changes in deductions and remit collected dues to the Association, shall be governed by the Erie County Auditor's internal procedures, not this Contract.
- 9.03 Once remitted to the Association, the disposition of collected dues and fair share fees is the Association's sole right and responsibility.

Article 10 Insurance

10.01 Medical/Dental/Vision/Life Insurance

The Board shall offer all full-time bargaining unit members medical dental, vision, and life insurance coverage. Effective the execution date of the contract, but no later than February 1, 2014, the employee shall pay ten percent (10%) of the health insurance monthly premium contribution for medical, dental and vision coverage. For purposes of this Article a full-time employee is defined as a person who is regularly scheduled to work thirty (30) hours or more weekly. Individuals who don't take the entire package will be charged on a pro rata basis.

- 10.02 Part Time employees may purchase insurance coverage at the rates established by the Board annually. The cost of insurance for part time employees shall be borne solely by the employee, including, but not limited to the full annual deductible.

10.02 **Health Care Committee**

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

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

The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year. Each year the HCC shall consider changes in program design, premium sharing and other steps that will aid in cost containment. In the event that the HCC is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year. If the HCC recommends changes, such as program design, premium sharing, "opt out incentives", or other modifications, any and all such changes shall be implemented following approval by the full membership of the Association and the Board.

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

Article 11 Liability Protection

- 11.01 The Board shall defend and indemnify Bargaining unit members as required by O.R.C. Chapter 2744.07. Specifically,

- A. Except as otherwise provided in this section, the Board shall provide for the defense of bargaining unit members, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the bargaining unit member in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good

faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of a bargaining unit member does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.

- B. Except as otherwise provided in this section, the Board shall indemnify and hold harmless a bargaining unit member in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the bargaining unit member in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.
- 11.02 The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a bargaining unit member with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. The Board's duty to defend and indemnify its bargaining unit members continues after any settlement in which the bargaining unit member is not also released from liability. Should there be any claim or liability or damages against any bargaining unit member pursuant to Amended Substitute House Bill 176, the bargaining unit member shall have the right to employ co-counsel, at the bargaining unit member's cost, in any and all actions to defend the employee's interests.
- 11.03 Bargaining unit members shall have the right to be represented by an attorney of their choice and at their expense at any meeting in which they are asked to participate involving the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board; at any deposition relevant to the claim of liability or damages; and at any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.
- 11.04 The Board shall provide adequate release time for any bargaining unit member who is required to attend any deposition, any pre-trial hearing, and any or all state federal court hearings involving and any/or all claims of liability. Such release time shall not result in the employee's loss of wages or deduction from any accrued leave. This section shall not apply to any matters related to personal, non-work related litigation, or litigation in which the Board is a defendant and the employee(s) are plaintiff(s).
- 11.05 Bargaining unit members shall cooperate with the Board in any defense to all claims of liability.
- 11.06 The Board shall not use information acquired during the defense of a tort action to punish any bargaining unit member for the employee's negligence unless the negligence is part of a continuing course of conduct in which previous disciplinary action has failed to correct the bargaining unit member's behavior. This section does not prohibit the use of

information developed through defense of a tort action in cases of intentional misconduct or willful, wanton or reckless behavior.

- 11.07 The Board shall provide the Association copies of all insurance policies it maintains for purposes of defending actions authorized by R.C. 2744.07. Should the Board change carriers or coverage, it shall notify the Association and provide it copies of any and all new or amended policies.

Article 12 Employee Meetings

- 12.01 Bargaining unit members shall suffer no loss or reduction in pay on account of attending mandatory meetings. Should employees be required to attend meetings beyond their normal quitting time, they shall be compensated as required by the overtime provisions, Article 25, of this Contract.

Article 13 Mentoring

- 13.01 **Mentoring.** New employees may be mentored by a bargaining unit member mutually agreed upon between the Board, the Association and the new employee. Mentors for teachers will be assigned by law. Mentors for other employees shall be assigned at the discretion of the Board.
- 13.02 **Mentoring Compensation.** Mentors will be compensated by supplemental contract in the amount of Two Thousand Dollars [\$2,000.00] for mentoring professional positions and One Thousand Two Hundred Dollars [\$1,200.00] for non-professional positions.

Article 14 Association Rights and Responsibilities

- 14.01 The Association shall have the following rights as the sole organization representing the bargaining unit:
- A. To use the facilities of any building for meetings under terms and conditions identical to those offered any other organization.
 - B. To use the internal mail system to distribute Association bulletins, newsletters, or other circulars, consistent with Board procedures.
 - C. To use designated areas on the bulletin boards in staff lounges or workrooms to disseminate information to members provided the posted materials are identified as Association postings.
 - D. The Association shall reimburse the Board for the use of any supplies, postage, and equipment.

- E. The Association and its members are expressly prohibited from sending materials home to families and providers without the expressed written approval of the superintendent.

14.02 **Agendas/Budget.** The Board will provide the Association with copies of:

- A. The Board's agenda prepared for distribution to the public prior to the start of each Board meeting.
- B. The Board's appropriations and materials submitted to the Erie County Commissioners in support of its budget requests.

14.03 **Copies Of Public Records.** Upon specific request, the Board will provide the Association copies, at a cost set by Board policy, of any other public record kept by the Board. This section does not require the Board to prepare records including, without limitation, compilations or summaries of information contained in other records.

14.04 Upon request made in compliance with the Board's policy, the Association will be given a place on the Board's agenda to communicate with the Board.

14.05 **Calendars.** The Board will take under advisement information from the Association regarding the work calendars.

Article 15 Individual Rights

15.01 Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest.

15.02 Except as restricted by O.R.C. 124.57, bargaining unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

15.03 So long as it does not adversely affect operation of the Board's programs, a bargaining unit member's private and personal life is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment.

15.04 So long as it does not adversely affect operation of the Board's programs, bargaining unit members may wear insignia, pins or other identification of membership in the Association or other civic or professional organizations on program premises.

15.05 Bargaining unit members have a right of due process on questions of misinterpretation, misapplication of the Board policy, or administrative procedure in accordance with the Grievance Procedure contained within Board Policy.

Bargaining unit members have a right of due process on questions of any alleged violation of their respective bargaining unit's Contract between the Erie County Board of

Developmental Disabilities and the Erie County Board of DD Employees Association, or dispute with respect to its meaning or application, in accordance with the Grievance Procedure contained within that Contract.

Article 16 Complaints Against Members of the Bargaining Unit

- 16.01 The Board and the Association agree third party complaints about bargaining unit members should, to the greatest extent possible, be resolved informally through meetings between the bargaining unit member and the dissatisfied person. (Note: Individuals may include their daily representative.) If the disagreement is not resolved to the third party's satisfaction through informal means, the third party may initiate further action by submitting a written complaint. The Board shall provide the affected bargaining unit member a copy of the complaint within five (5) working days of receipt. If the third party refuses to provide a written complaint, the complaint shall be denied. This section is not applicable to complaints filed by any Board employee with the Investigative Agent.
- 16.02 Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the affected bargaining unit member, a meeting involving the bargaining unit member, the employee's supervisor or Director/Manager, and the complainant will be arranged as soon as possible to discuss the complaint.
 - B. If the complaint is not resolved at that level, it may be appealed to the Superintendent.
 - C. In each of the steps above, the affected bargaining unit member may be accompanied by counsel and/or representative of the employee's choosing. Conferences regarding such complaints shall be private.
- 16.03 **Complaints Alleging Abuse/Neglect.** In situations alleging abuse and/or neglect, third party complaints shall not be interpreted as a fellow employee complaint.

Article 17 Equal Rights Clause

- 17.01 The parties to this Contract jointly pledge that provisions of this Contract shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, national origin, or other protected class.
- 17.02 In the event an employee files an appeal under §17.01 to a Federal or State agency, any grievance on the same incident will be stayed until the agency makes a final determination.

Article 18 Job Descriptions

- 18.01 The bargaining unit member's supervisor may make related job assignments consistent with the bargaining unit member's job description and the remainder of this Contract. If

there is any disagreement about related job assignments, the matter will be submitted to binding, expedited arbitration in accordance with Article 3. The bargaining unit member shall perform the disputed duties until the dispute is resolved.

18.02 Hours Of Work And Compensation.

A. Salary and work year and day are established by Articles 7 and 25.

18.03 Health Related Activities.

A. No employee shall be required to administer medications, or perform health related activities, unless each of the following conditions is met:

1. The employee who volunteers to administer medication or perform health related activities has been certified according to OAC 5123:2-6 and has renewed certification on an annual basis. All training required under this subsection shall be provided at Board expense.

2. The employee needs to be delegated to administer medication or perform health related activities, by a registered nurse, in accordance with OAC 5123:2-6.

B. To the extent it can be done without (1) endangering or abusing the affected individual, (2) restricting individual access to Board programs, services or activities, (3) depriving individuals of appropriate programming or (4) creating an inappropriately restrictive environment for individuals, Board sponsored programs and activities shall be scheduled so that medications can be administered.

C. Neither subsection 18.03 nor any other portion of this Contract limits, in any way, any eligible person's right to receive the most appropriate programming and services the Board can provide. Appropriate placement of individuals shall, in all cases, take precedence over any provision of this Contract relating to assignment or reassignment, transfer or promotion, of any bargaining unit member.

D. Employees shall properly and safely handle blood and bodily fluids after training.

18.04 Professionalism And Individual Confidentiality. All bargaining unit members shall observe the standards of professionalism and maintain individual privacy as required by applicable statutes, administrative rules and regulations, or Board policies and procedures.

18.05 Job Qualifications.

- A.
 - 1. Education requirements are listed on the individual job descriptions.
 - 2. Bargaining unit members are responsible for and must obtain and maintain the minimum qualifications, and all certifications required by DODD, Ohio Department of Education, or any other state or federal agency which licenses or certifies persons to perform the duties of their positions. The Board shall not employ or continue to employ any bargaining unit member employed in a position for which certification or registration is required pursuant to Ohio Administrative Code 5123:2-5-01 without the certification or registration that is required for that position.
 - 3. The Board agrees to semi-annually post during the first and third quarters of each calendar year, the current certification or registration for each bargaining unit member on the Association's bulletin board for the convenience of the bargaining unit members. Other than the posting required by this paragraph, the Board has no obligation to provide any other notice to the bargaining unit members regarding expiration or renewal of certification or registration required for the position, and the bargaining unit members retain the responsibility for ensuring he/she has the certification or registration required for his/her position.
 - 4. All employees are required to obtain a First Aid and CPR Certificate. The Board shall provide the required training at its expense. If the employee misses the scheduled training it is the employee's responsibility to attend the training at his or her own time and expense.
- B. In addition to job qualifications listed in the individual job description all staff must:
 - 1. Demonstrate basic computer literacy.
 - 2. As required, direct volunteers, students, etc.
 - 3. Participate in staff meetings.
 - 4. Maintain certification.
 - 5. In accordance with §18.03, perform health related activities, administer medications and safely handle blood and bodily fluids.
 - 6. Maintain an environment free of health and safety hazards.
 - 7. Be responsible for reporting incidents, behaviors, unusual incidents, and/or major unusual incidents to the appropriate personnel.

8. Maintain a good working relationship with all Board staff and outside agencies and the public.
 9. Maintain confidentiality of information and materials with which the employee works, including client confidentiality, interagency confidentiality and co-worker confidentiality.
 10. Adhere to standards established by DODD as they pertain to those served. Experience in DD field preferred.
- C. During the term of this Contract, a job description may be changed through a Memorandum of Understanding, signed by the Association and the Board. The affected employees will sign off to acknowledge receipt of, but not necessarily consent to the new job description, and receive a copy of, the new job description.
- D. All job descriptions are found at Appendix D.

Article 19 Seniority

- 19.01 Seniority shall be defined as the length of service within the Board as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission. If they have the same application date, tie will break by flip of the coin.
- 19.02 Part-time bargaining unit members shall accrue seniority on pro-rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall be computed from their first day of work.
- 19.03 The Board shall prepare, maintain and post the seniority list. Such postings shall take place semi-annually. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 19.04 Seniority shall govern with respect to permanent work assignments, e.g. shifts, provided:
- A. Each of the interested employees possesses all of the minimum qualifications, as reflected on the job descriptions, required to work in the position and
 - B. The qualifications of interested employees are substantially equal.
- 19.05 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or, after completing the employee's probationary period, permanent transfer or promotion to a non-bargaining unit position. Bargaining unit members shall not lose seniority due to accepting a temporary assignment to a non-bargaining unit position or if

they are returned to their previous position during their probationary period after permanent promotion/transfer to a non-bargaining unit position.

Article 20 Vacancies, Transfers and Promotions

20.01 **DEFINITIONS.** The following definitions apply to this article:

- A. **Promotion Defined.** "Promotion" means appointment of a current, bargaining unit member to a position in a different title than the position the employee currently occupies which is in a higher salary range.
- B. **Permanent Vacancy Defined.** "Permanent vacancy" means a bargaining unit position which has no incumbent employee and which the Board has decided to fill by making a permanent appointment.
- C. **Temporary Vacancy Defined.** "Temporary vacancy" means a position is vacant because its usual incumbent is expected to be absent on approved leave for at least thirty (30) working days.
- D. **Transfer Defined.** "Transfer" means appointment to a position within the bargaining unit member's current job title.
- E. **Vacancy Defined.** "Vacancy" means a permanent or temporary vacancy.

20.02 **Postings.** All vacancies shall be posted in a conspicuous place in each building for ten (10) workdays. Within fifteen (15) workdays of the determination of a vacancy, the Board will notify the Association if it does not intend to post a position with an explanation of the need to either an extension of time to post or the determination not to post. The posting shall contain the following information:

- A. Type of work
- B. Location of work
- C. Starting date
- D. Rate of pay
- E. Hours to be worked
- F. Minimum requirements
- G. Description of class/group of students/individuals if position requires supervision.

- H. Explanation of application procedure including, without limitation, identification of the person(s) to whom application should be directed and material which must accompany application.
- 20.03 Interested bargaining unit members shall apply in writing as directed by the posting within ten (10) days after the vacancy is first posted. Bargaining unit members shall notify the Board of any change of address. When the Board mails notice of any vacancy to the most recent address in the affected bargaining unit member's personnel file, it has fully met its obligations under this section.
- 20.04 **Selection Of Applicants.**
- A. Vacancies shall be filled by the most senior, qualified applicant. If no qualified, internal applicant is available, the Board may fill the position with an external hire.
 - B. The Board may, but need not, treat a person who has not satisfactorily completed the employee's probationary period for an initial appointment (new hire), transfer or promotion to a position or job title for which the employee has applied for promotion or transfer as unqualified.
 - C. Employees are not allowed to bid on transfers or promotions if they have any finalized disciplinary action, resulting in a suspension, in their record within three hundred sixty-five (365) days of the first date of the posting.
- 20.05 Within fifteen (15) workdays after the expiration of the posting period, the Superintendent shall announce, in writing, whether the vacancy will be filled internally and, if so, identify the successful applicant. A copy of the announcement shall be provided to the Association. If the Superintendent determines the vacancy cannot be filled internally, the employer shall have an additional thirty (30) working days to fill the position. The Superintendent may take additional time to fill a position if, for reasons beyond the employer's control, the employer cannot recruit a qualified applicant despite reasonable efforts to do so. When the position is filled, the Superintendent shall announce the successful applicant as provided above.
- 20.06 **Probationary Period For New Hires, Transfers, Or Promotions.**
- A. All newly hired employees shall serve a one hundred and eighty (180) calendar days probationary period. Transferred or promoted employees shall serve an eighty (80) work days probationary period. A probationary period may be extended for an additional period up to eighty (80) actual work days by mutual consent of the Board, Association, and employee.
 - B. The Board shall give any promoted or transferred bargaining unit member reasonable assistance to enable the employee to perform up to the Board's standards on the new job. If the bargaining unit member is unable to satisfactorily

perform the work required during the probationary period, the employee shall be returned to the employee's former position. The affected bargaining unit member may, at any time prior to completion of the employee's probationary period, request reassignment to the employee's previous position which shall be done as soon as practicable, if their position has not been filled. The affected bargaining unit member's probation in the new position shall be deemed over as of the date the employee seeks a return to the employee's previous position. However, the Superintendent may require the affected bargaining unit member to remain in the position until it can be filled by another person.

- C. Bargaining unit members who are promoted or transferred may be returned to their former positions at any time during their probationary periods for unsatisfactory service.
- D. Employees who are initially appointed (new hires) may be terminated at any time during their probationary periods for unsatisfactory service.
- E. Probationary terminations and reductions under this Article may be grieved through Level 2 of the grievance procedure. Probationary terminations and reductions may not be arbitrated (Level 3).
- F. Probationary periods shall not be shortened by crediting any person with time previously spent in any job title.
- G. If the Board determines a full time position is vacant and no longer needed, then the Board and the Association shall collaborate to work out changes.

20.07 **Involuntary Transfers.** Involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause and shall be in inverse order of seniority.

20.08 **Special Provisions For Temporary Appointments.**

- A. When a position becomes temporarily vacant, it will be first offered to the bargaining unit through a posting as stipulated in 20.02
- B. If a qualified employee is not interested in the position the Board may fill the position by a temporary contract appointment.
- C. Temporary vacancies shall be posted on the basis of need. For purposes of this article, there is a need for a position only if:
 - 1. The Board determines the services performed by the temporarily vacant position will continue to be performed.

Article 21 Reductions in Force, Recall

21.01 Reason For Layoff, Definitions.

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

21.02 Recall From Layoff.

- A. Laid off bargaining unit members have recall rights for 24 months following the effective date of layoff. During that time, the Board shall not hire a new employee, or promote or transfer an existing employee, into a position vacated unless the position has first been offered to and declined by each bargaining unit member entitled to be recalled to that position under this Article.
- B. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior person being recalled first for any position which the employee is qualified to fill. For purposes of this Article, a bargaining unit member is presumed qualified to fill any position in a job title to which the employee can meet the qualifications of the job description and for which the employee has or can obtain all necessary licenses and certificates.
- C. Notice of recall shall be mailed by U.S. certified mail, return receipt requested, and simultaneous regular mail, to each eligible bargaining unit member at the employee's last known address as reflected in the employee's personnel file. If the certified mail is returned as refused, the date of the mailing, plus three days,

shall be assumed to be the date upon which the bargaining unit member received the unreturned regular mail.

1. Bargaining unit members shall accept or reject an offer of recall, in writing, within five (5) working days after the notice of recall is mailed. Acceptance of a recall notice is effective when it is received by the Superintendent.
2. Bargaining unit members who accept recall or who affirmatively decline to be recalled shall cease to be eligible for recall.
3. Bargaining unit members who do not respond to a recall notice shall remain eligible for future recalls unless, and until, they accept or affirmatively decline recall.
4. Bargaining unit members are responsible for providing the Board accurate address information and verifying the accuracy of the addresses in their personnel files. So long as a notice of recall is sent to the most recent address contained in the bargaining unit member's personnel file, the Board has fully complied with the notification requirements imposed upon it by this Article.

21.03 Procedure For Layoff/Abolishment.

- A. The Board shall determine which positions shall be laid off or abolished.
- B. The Board shall post and deliver notices, as required by Subsection C., below, at least 20 working days before the effective date of layoff due to lack of work or lack of funds.
- C. Notices shall be posted on bulletin boards. Each bargaining unit member whom the Board expects to lay off or whose relative seniority leads the Board to believe the employee will be bumped, shall be given written, individual notice of layoff.
- D. Bargaining unit members shall be laid off in reverse order of their seniority, that is, those with the lowest seniority shall be laid off first.
- E. For purposes of layoff; a bargaining unit member who has not completed the employee's probationary period following a promotion is considered a member of the job title from which the employee was promoted.
- F. Reductions in force under this Contract are governed, exclusively, by this Article. The Board is not required to submit anything to the Director of Administrative Services or the State Personnel Board of Review for review or approval prior to layoff. No statute or administrative rule including, without limitation, O.R.C. §§124.321, *et seq.*, controls or governs reductions in force under this Contract.

- G. A laid-off bargaining unit member shall, upon application and at the employee's option, be granted priority status on the substitute list according to the employee's seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits through initiation of COBRA benefits. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. No person shall be appointed to a position in a job title from which any bargaining unit member who possesses reinstatement rights is on layoff until all laid off bargaining unit members have been offered recall in accordance with Section 21.02 of this Article. In filling newly-created positions, qualified bargaining unit members still on lay-off status will be given first consideration.

21.04 Bumping.

- A. Within a job title, the bargaining unit member(s) with the lowest seniority shall be laid off.
- B. A bargaining unit member who has been notified the employee will be laid off may bump into another job title as follows:
1. Bumping rights of the initially affected employee must be exercised, if at all, within 5 working days of the notice of layoff. Any subsequent affected employees must exercise their rights, if at all, within 2 working days of notice to the employee that the employee has been bumped. No extension of time shall be permitted.
 2. A laid off bargaining unit member may choose to bump a bargaining unit member with the least seniority in a specific job title provided the employee is qualified to fill that position. For purposes of this Article, a bargaining unit member is presumed qualified to fill any position within the employee's current classification or another classification in a job title to which the employee can meet the qualifications of a job description and for which the employee has or can obtain within the time limits imposed by the certifying agency, all necessary licenses and certificates.
 3. Bumping rights are exercised by providing the Superintendent written notice of both the employee's intention to bump and the job title into which the employee believes the employee can bump.
 4. Bargaining unit members who are bumped shall be laid off on the effective layoff date as in §21.03.B.

Article 22 Discipline and Due Process

- 22.01 Employees shall be entitled to continuous employment unless laid off as set forth in this Contract, or terminated for just cause. No employee shall be terminated or otherwise disciplined without just cause. The principles of fair progressive discipline shall be utilized by the Board. All disciplinary actions shall be in writing with reasons therefore specifically stated.
- 22.02 Predisciplinary Conference. No bargaining unit member shall be suspended, reduced or terminated unless the employee has had an opportunity to respond to the charges against the employee in a pre-disciplinary conference. Pre-disciplinary conferences shall be informal. Neither the Board nor the bargaining unit member shall call or confront witnesses and neither shall have a right of subpoena. The Board shall provide the bargaining unit member a written summary of the charges and supporting evidence at least two (2) working days before the conference. Pre-disciplinary conferences shall be held within five (5) working days of the date of the notice, unless otherwise mutually agreed.
- 22.03 Right To Representative At Investigatory Meetings. At any time an individual with supervisory authority conducts a meeting (including investigatory meetings, informal or formal); with an employee wherein disciplinary action, other than counseling, could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to require that a representative of the Association be present.
- 22.04 Any discipline which results from such a hearing shall be in writing with the reasons for discipline stated specifically therein. The employee has the right to an appeal any discipline action to State Board of Review in accordance with the Ohio Revised Code and rules and regulations.
- 22.05 Retention Of Discipline In Personnel File. In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:
- A. If an employee works four (4) consecutive months after receiving verbal reprimand without additional discipline noted in his personnel file, such verbal reprimand will not be considered in future disciplinary actions.
 - B. If an employee works nine (9) consecutive months after receiving a written reprimand without additional discipline noted in his personnel file, such written reprimand will not be considered in future disciplinary actions.
 - C. If an employee works two (2) consecutive years after receiving a suspension without additional discipline being noted in his personnel file, such suspension will not be considered in future disciplinary actions.

- 22.06 Representation In Reprimand Meeting. Each bargaining unit member shall have the opportunity to be accompanied and/or represented by a representative of the employee's choice at any reprimand meeting.
- 22.07 Bargaining unit members shall not be reprimanded in the presence of other non-supervisory employees, individuals, or parents of individuals.
- 22.08 Intervention/Remedial Plan. A mutually-agreed upon intervention plan may be offered when a bargaining unit member has been issued a suspension. The suspension will be held in abeyance pending the satisfactory completion of the remedial plan. Failure to complete the remedial plan in a satisfactory manner will result in the discipline being issued.
- 22.09 Any discipline meted out to an employee as a result of a positive drug or alcohol test shall be in accordance with the discipline policy of the Board and this Article. An employee may be granted, as part of the disciplinary action, a Last Chance Agreement which shall restrict the use of controlled substances, including but not limited to alcohol, during work time or on work premises for a period which shall not exceed three [3] years.
- 22.10 In any case where the appointing authority or CORSA has temporarily or permanently suspended/revoked the Employee's driving eligibility and driving is an essential function of the employee's job, the appointing authority may take appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collectively bargained agreement in accordance with this Article.
- 22.11 There shall be no discipline for an off-duty driving offense that 1) does not affect an employee's ability to do the job duties; 2) does not affect the ability of the employee to work with others; and 3) does not negatively affect the reputation of the Board.

Article 23 Holidays

- 23.01 **Holidays Observed.** The Board observes the following, 14 holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- 23.02 Compensation for holidays is included in employee salaries. Employees are not entitled to additional pay for holidays unless the Board requires them to work on those days.
- 23.03 **Payment Of Wages.** Bargaining unit members' wages are paid in equal biweekly installments. No bargaining unit member entitled to paid holidays shall suffer a reduction in base, bi-weekly pay during any pay period as a result of scheduled, non-working days.

Article 24 Work Year, Work Week, Work Day

24.01 **Program Calendar.** On or before June 1 of each calendar year, the Board shall establish, after receiving input from the Association as required by Article 14, the calendar for the next program year.

A. The program year ("calendar year") shall consist of two hundred sixty (260) work days, including holidays.

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

24.03 **Overtime.**

A. **Overtime Exempt Positions.** The following positions are salaried, overtime exempt:

1. Early Intervention Specialist, Self Advocacy and Employment Advisor and Communication Specialist.

B. **Overtime Non Exempt Positions.** The following positions are salaried, but not overtime exempt, and work the listed schedules:

1. Calendar Year: Custodial/Maintenance, Maintenance, Business/Finance Assistant, Individual and Family Supports Specialist, I.F.S. Secretary/Records Clerk, Community Supports, and Receptionist.

C. **Payment Of Overtime.**

1. No employee is entitled to additional compensation for work in excess of the employee's normal schedule unless the Board affirmatively requires the employee to perform the extra work.

2. Overtime exempt employees are not entitled to additional compensation for work in excess of forty (40) hours per week. Overtime exempt employees shall be compensated for additional work they are required to perform in excess of the number of days required by their calendar.

3. Employees who are not overtime exempt shall be compensated for all hours worked in excess of forty (40) hours/week as required by the Fair Labor Standards Act (FLSA).

D. When a supervisor determines that overtime is needed, it will be offered first to the employees within the affected job title on a rotating seniority basis from most to least senior. If no one accepts the overtime, then it will be offered to employees who are qualified and will be granted based on seniority, beginning with the most

senior, on a rotating basis. If no one volunteers, or is qualified, then management staff may cover the overtime.

24.04 Compensatory Time. Bargaining unit members who are eligible for and are required, by the supervisor, to work overtime shall, at the employee's request, be granted either compensatory time or overtime, both to be computed at time and a half. Administrators and supervisors shall attempt to grant compensatory time off that is convenient to both the Board and the bargaining unit member. If compensatory time off is not taken, it shall be paid at the bargaining unit member's hourly rate. The accrual and use of compensatory time must be reported on the appropriate form to ensure accountability. By 5/5 and 11/15 of each year of the Contract, the employees will receive notice of current compensatory leave balances together with a form allowing them to request either total payout or to carry over up to 24 hours for the next 6 month period. The form is due to the Superintendent or designee, by 6/1 and 12/1 of each year of the Contract. Payment will be received in the paycheck following 6/1 and/or 12/1. Failure to timely submit the form will result in automatic payout.

24.05 Lunch Period. The bargaining unit members are compensated for their lunch period which is included in the normal days work hours. For mutually-agreed events, lunch may be taken at the end of the day by the bargaining unit members.

24.06 Calamity Days.

- A. For purposes of this article, "calamity day" means a day on which the Erie County Board of DD is closed on account of inclement weather, medical emergency, or other Act of God. Bargaining unit members shall not be required to report for work on calamity days. Notification may be by television, radio, a text alert and/or the Board website. Bargaining unit members shall not have their pay reduced because of work missed due to calamity days.
- B. The Superintendent or designee may require essential classifications to work on calamity days to meet high priorities. The Superintendent or designee will designate essential classifications.
- C. If a bargaining unit member is required, by the Superintendent, to perform services on Calamity Days, the employee shall be granted overtime or compensatory time for the hours worked at the employee's option at one point five (1.5) times the regular hourly rate.
- D. Staff unable to report to work may use accrued personal, vacation or compensatory leave hours. If an employee does not have sufficient eligible leave, the employee shall be granted unpaid leave in situations where the employee is unable to come to work. In such cases, and with prior supervisory approval, the employee may make up the unpaid leave hours used throughout the remainder of the pay period.

Article 25 Management Rights

25.01 All management rights are reserved to the Board. Except as limited by terms and conditions of this Contract, the Board's exclusive rights include:

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

Article 26 Labor Management Committee

26.01 **Ground Rules: Labor Management Committee.** The Parties agree to continue the Labor Management Committee utilizing the following ground rules:

- Any active grievances are not proper topics for LMC
- Any issue that would require a change in contract language should be referred to bargaining between the Association and the Board.
- Nothing stated in the meeting or in the minutes can be used by either party outside the meeting.
- The party submitting an agenda item should provide a brief explanation of the item.
- Decisions or projects coming out of the committee belong to the committee and not to either labor or management.

- Minutes will be taken and published.
- Problems within the control and jurisdiction of a supervisor must have been discussed with said supervisor prior to being placed on the LMC agenda using the chain of command.
- A request to Federal Mediation and Conciliation Services for facilitation of complex/sensitive issues must be a joint decision.
- LMC decision-making shall be by consensus.

Article 27 PERS/STRS Salary Reduction Pick-up Plan

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

Article 28 Severability

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

and the Association will meet to negotiate the additional term, condition of employment or working condition within thirty (30) days of demand by either.

Article 29 Cost of Master Contract

- 29.01 The Board and the Association shall share equally the cost of having twenty-five (25) copies of the Contract printed.
- 29.02 Each bargaining unit member shall be given one (1) copy of the Contract. If, for any reason, a bargaining unit member needs another copy of the Contract, he or she shall be required to buy that copy at cost.

Article 30 Mileage/Meal Reimbursement

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

Article 31 Severance Pay

- 31.01 Any bargaining unit member who dies or retires directly from Board employment with more than ten (10) years of service with the Board shall receive severance pay computed at the employee's current rate of pay for all accumulated, unused sick leave credited to the employee at the time of retirement or death, not to exceed four hundred forty (440) hours.
- 31.02 **Conversion Of Sick Leave Upon Retirement.** Conversion of sick leave upon retirement extinguishes all of the affected bargaining unit member's sick leave credit.

Article 32 Fair Share Fee

- 32.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this Contract upon the employee's written authorization. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 32.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board's fiscal officer no later than September 15 of each year

during the term of this Contract for the purpose of determining amounts to be payroll deducted. Deduction of fair share fees and their transmittal to the Association by the Erie County Auditor shall be governed by Article 9. Once remitted to the Association, the disposition of collected fair share fees is the Association's sole right and responsibility.

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

- A. The Board shall notify the Association within ten (10) working days of any claim made or action filed against it;
- B. The Association shall reserve the right to designate counsel to represent and defend the Board; and
- C. The Board agrees to:
 - 1. Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - 2. Permit the Association or its affiliates to intervene as parties if they so desire; and
 - 3. Consent to any application by the Association or its affiliates' to file briefs *amicus curiae* in the action.

Article 33 Duration of Contract

33.01 This contract shall be effective from July 1, 2013 through June 30, 2016.

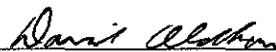
SIGNATURE PAGE

Erie County DD Employee's Association/OEA/NEA


Tara Kamann, Assoc. President

resigned as of 4:00 pm 5/8/2014
Donna Palazzo

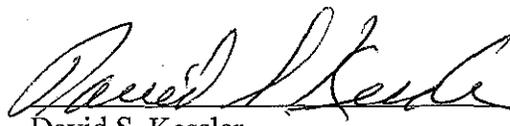

Traci Nash


David Oldham, L.R.C./OEA


Sharon Sberna

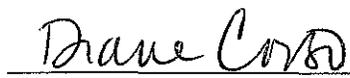
Erie County Board of DD


Carrie Beier, Superintendent


David S. Kessler


Sharon Travis, Director of Individual and Family Supports


Rachel Malone, Business Services Director


Diane Corso, Manager of Individual and Family Supports

APPENDIX A: Grievance Form

Name: _____ Date: _____ Assoc.#: _____ Board #: _____

Article/Section violated: _____ Class Action

Informal Conference Date _____ With Whom _____

Date: _____

Statement of Grievance [Give times, dates, who, what, where, why and how]

Remedy Requested: _____

Level 1-Director/Manager

Date received: _____ Signature _____

Meeting: _____

Response: _____

Level 2-Superintendent or designee

Date received: _____ Signature _____

Meeting: _____

Response: _____

Level 3-Mediation

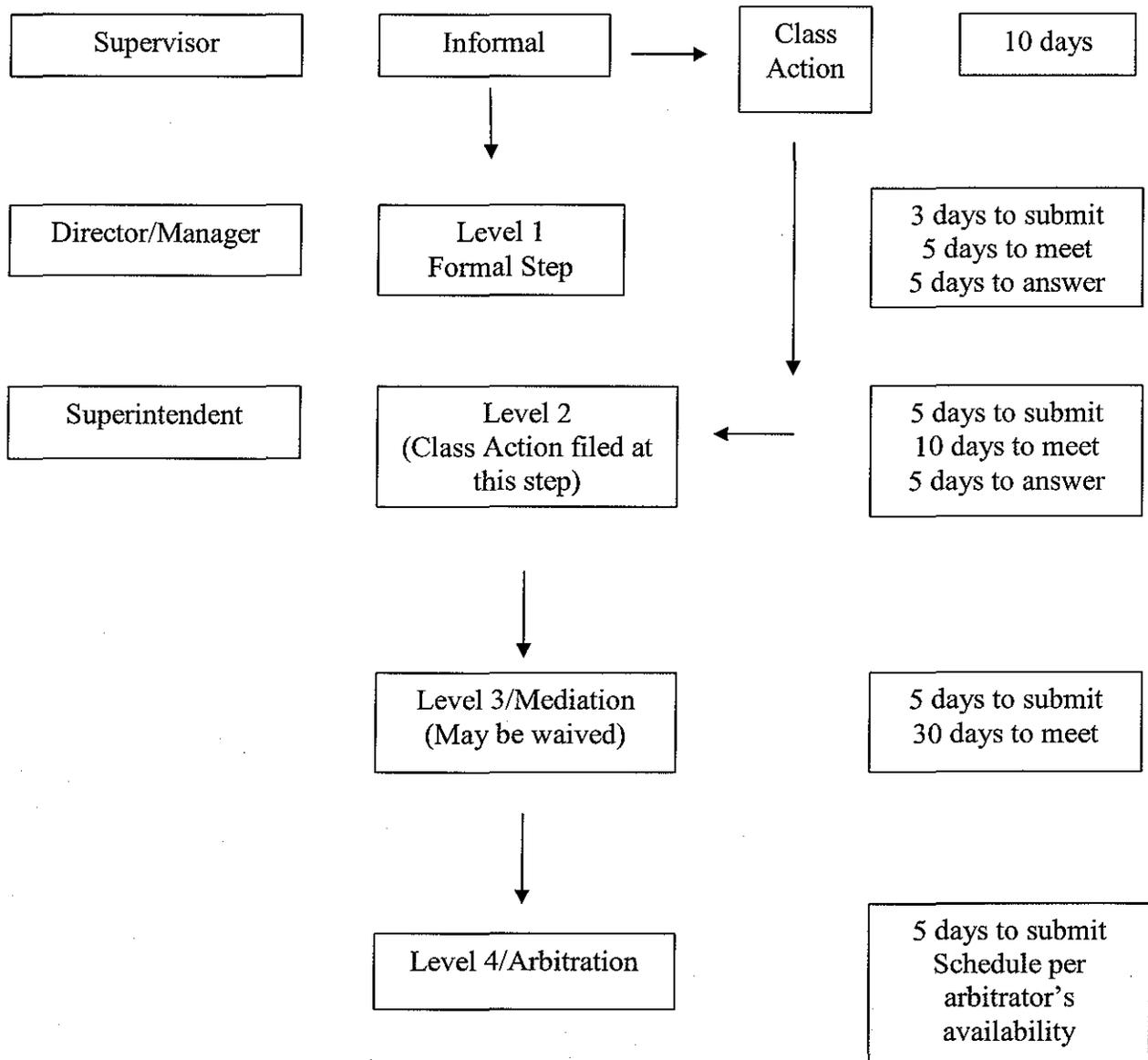
Date submitted: _____ To Whom _____

Date of Meeting: _____ Date waived: _____ Assoc.: _____ Board: _____ [Initials]

Level 4-Arbitration

Date Submitted: _____ To Whom _____

GRIEVANCE FLOW CHART



Article 3.03 The time limits for processing a grievance may be extended by the Association and the individual Board designee at Level 1-4 provided the approved extension is in writing, signed by both parties and the extension is for a limited, defined period of time.

APPENDIX B: Modified Duty and Transitional Work Program

Erie County Board of Commissioners

If an employee has an injury or disease resulting in a Worker's Compensation claim that prevents them from returning to their former position of employment, work *may* be made available based upon the physician's restrictions. The modified duty and transitional work program for Erie County will be utilized in the event the employee sustains a work related injury or occupational disease while work as an Erie County employee, which has either been allowed by the Bureau of Workers' Compensation or is in litigation. An employee utilizing modified duty performs actual work duties within his temporary restrictions as recommended by his physician. An employee utilizing transitional work performs functions within the modified duty framework, but is also receiving on-site physical therapy or work conditioning. Should an employee qualify for one of these programs, additional details and distinctions between the two programs will be made available to the employee.

Modified work and transitional duty shall be limited to twelve (12) weeks; however, the employer shall have the option to extend the plan as the situation warrants. Any additional extension or consideration of a modified duty or a transitional work plan shall be granted only based upon approval of the administrative team [Loss Control Coordinator, Appointing Authority or Administrator and Department Head]. Conversely, either program can be terminated prior to the twelve (12) weeks if the injured worker is not making progress, not cooperating with his medical care, or if there is a lack of available work within the injured workers' physical limitations.

Employees participating in modified duty or transitional work will be paid their normal hourly rate. If their physical condition prevents them from working their normal work week hours [as directed by their medical provider or the County] supplemental wages will be paid to equal the injured workers' wages earned for their normally scheduled hours.

Any individual while in the transitional work program shall be required to provide medical documentation every two weeks regarding the status of his injury or disease, including the specific diagnosis, and applicable medical restrictions.

APPENDIX C: Strategic Planning Process

The Erie County Board of Developmental Disabilities hereby invites the Association members to participate in the Strategic Planning process which will begin during 2011. The Association members' ideas and concepts will be welcome in the process as one of the stakeholders in the Board's strategic planning process.