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AGREEMENT

between

**SERVICE EMPLOYEES INTERNATIONAL UNION
DISTRICT 1199: WV/KY/OH, THE HEALTHCARE
AND SOCIAL SERVICE UNION: SERVICES
AND SUPPORT ADMINISTRATION**

and

**THE CUYAHOGA COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES**

JANUARY 1, 2018 – DECEMBER 31, 2020

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ARTICLE 1. UNION RECOGNITION

1. The Employer recognizes Service Employees International Union, District 1199, WV/KY/OH, The Health Care and Social Services Union, as the sole and exclusive agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit. The bargaining unit which the recognition is accorded is defined in the certification issued by the State Employment Relations Board (SERB) in Case Number 93-REP-07-0136 and 99-REP-02-0025.
2. Included: Forensic Liaisons, Investigative Agents and Support Administrators, including Waiver Alone, Waiver Congregate, Housing and Assessment, Community and Eligibility, Information and Referral, Floater, and Employment and Planning SAs who are permanent full-time and permanent part-time professional employees employed by the Cuyahoga County Board of Developmental Disabilities, Community and Medicaid Services Department.

Excluded: All Guards and supervisors as defined by the Act, Data Technicians, Administrative Assistants, Secretaries, and other para-professional or non-professional positions (positions without B.A. Degree requirement).
3. Temporary appointments, which is defined to mean an employee who is not currently part of the bargaining unit, who is assigned to a bargaining unit position shall not exceed 120 work days unless the temporary vacancy is due to a maternity leave or long-term medical leave of absence. If a temporary assignment is given to a current bargaining unit employee, management and the Union will discuss the terms of an agreement thereof. Employees who are in a temporary assignment will be returned to their permanent position after such time frame expires. An employee will not be permitted to accept a temporary appointment to a bargaining unit position within 60 days of the termination of a prior temporary appointment without the express, written approval of the Union.
4. The CCBDD shall notify the Union of any new bargaining unit position(s) to be added to the Table of Organization thirty (30) days prior to the date of said position being filled. CCBDD and the Union will meet and negotiate the proper salary, duties and inclusion into the bargaining unit. In the event of a current recognized in this article that has a title change or significant changes in its duties, CCBDD will meet and confer with the Union in advance to negotiate the proposed changes.
5. Bargaining unit members shall at minimum possess a Bachelor's degree.

ARTICLE 2. NEGOTIATIONS PROCEDURES

1. Requests

Either party may initiate negotiations by serving written notice to the other party with a copy to the State Employment Relations Board no more than 120 days nor less than 90 days prior to the expiration of the labor agreement. A mutually convenient meeting shall be held within 15 days of the notice to negotiate. At this meeting both parties shall submit an agenda listing those issues which will be presented for negotiations.

2. Teams

The bargaining unit negotiations teams will consist of up to nine representatives exclusive of the union organizers. The Management negotiations team will consist of up to nine members. Either team may invite up to 2 consultants to attend a meeting with notice to the other team.

3. Procedures

- A. Proposals shall be dated and labeled.
- B. Tentative agreements shall be reduced to writing and initialed by a representative of each party. These agreements shall be subject to final approval by the bargaining unit and by the Board of Developmental Disabilities.
- C. During negotiation sessions, either team may call a caucus at anytime. Caucuses will be limited to 60 minutes to the extent possible.
- D. If negotiation sessions are conducted at a neutral site, the costs shall be split equally by the parties.

4. Exchange of Information

Each party shall provide financial documents and copies of relevant labor agreements at the request of the other party.

5. Impasse Procedure.

- A. Mediation shall be the first step in impasse. Either party may request mediation either before or after impasse has been reached. If the parties cannot agree on a mediator, the parties shall jointly request mediation services from the Federal Mediation and Conciliation Service.
- B. It is agreed that the above procedure shall be the parties' alternate procedure for negotiations and impasse as authorized under O.R.C. 4117.14.

6. Final Agreement

After approval of final agreement, the parties shall each bear the costs of printing and distribution of the agreement to their respective constituents.

ARTICLE 3. SAVINGS CLAUSE

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

ARTICLE 4. UNION SECURITY

1. All employees covered by this Agreement who voluntarily choose to become members of the Union shall, after the completion of thirty (30) calendar days of employment, pay a monthly service fee equivalent to the monthly dues required of a Union member.
2. All employees covered by this Agreement who choose not to become members or remain members of the Union shall, after the completion of thirty (30) calendar days of employment, pay a monthly service fee equivalent to the monthly dues required of Union members.
3. Voluntary COPE Deduction. If permitted by the county payroll department, the CCBDD agrees to deduct and transmit to the treasurer of Service Employees International Union, District 1199, COPE-PAC, the amount specified for each hour worked from the wages of those employees who submit a proper voluntary payroll deduction authorization form or notification of electronic or voice such contributions on the forms provided for that purpose by Service Employees International Union, District 1199, COPE-PAC. Request for voluntary payroll deductions must be submitted, in writing, to CCBDD payroll. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

Bargaining unit employees will be permitted to authorize, change, or delete a COPE deduction by contacting the Union for the process.

SEIU, District 1199 will provide any communications to employees that are necessary with reference to the voluntary COPE deduction.

4. The Union agrees that it will indemnify and hold the CCBDD harmless from any recovery of damages and expenses sustained by reason on any action taken under this Section, including, but not limited to, legal fees.

ARTICLE 5. CHECKOFF OF DUES

1. Upon receipt of a lawful voluntary written authorization from an employee, the CCBDD shall, pursuant to such authorization, deduct from the wages due said employee, and remit to the Union, regular dues as required by this Agreement.
2. The CCBDD shall be relieved from making such checkoff deductions upon (a) termination of employment, (b) transfer to a job other than the one covered by the bargaining unit, (c) layoff from work, (d) leave of absence, or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law. The provision shall not relieve any employee of the obligation to make payment of dues or service fees if required under this Agreement and applicable law.
3. The CCBDD shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
4. The Union shall advise the CCBDD in writing of the schedule of dues and fees to be deducted from each employee. The Union shall specify the exact dollar amount to be deducted for each bi-weekly period for each employee. The deduction of service fees shall be automatic and shall not require authorization by the non-member employee.
5. Bi-weekly, the CCBDD shall remit to the Union all deductions for dues and service fees made from the wages of employees for the preceding pay period, together with a list of all employees from whom dues and service fees have been deducted.
6. The CCBDD agrees to furnish the Union each month with the names of newly hired employees, classifications of work, their dates of hire, and names of terminated employees, together with their dates of termination, and names of employees on leaves of absence.
7. It is specifically agreed that the CCBDD assumes no obligation, financial or otherwise, arising out of the provisions of this Article.

ARTICLE 6. UNION RIGHTS

1. The Union shall have the right to appoint up to six (6) delegates and up to six (6) alternate delegates, exclusive of the Union Executive Board members. An alternate delegate will be authorized to act as a Union representative in the event of the absence of a delegate.
2. Delegates may discuss and investigate complaints or grievances and attend grievance meetings and pre-disciplinary conferences with management on work time provided it does not interfere with the operation of the CCBDD. Union meetings on work time (this

does not include Union meetings when time is taken off during the work day when the employee is flexing their time) must be approved in advance by the Director of Human Resources or the appropriate department manager. Approval shall not be unreasonably withheld. Up to 2 bargaining unit elected leaders will be released to attend scheduled meetings with management, including pre-disciplinary hearing conferences and grievance matters, and other meetings scheduled by management.

3. An organizer of the Union shall have access to facilities where bargaining unit members have offices for the purpose of conferring with delegates, other members of the bargaining unit, and CCBDD management provided it does not interfere with the operation of the CCBDD.
4. Reasonable bulletin board spaces solely for the Union shall be provided at Lakeside and any CCBDD location that has at least 3 bargaining unit employee offices.
5. Work schedules of employees may be adjusted to attend Union events. The delegates shall be paid out of a pool of a total of twelve (12) paid days annually to be used by union delegates as they determine. The executive board members will be paid for an additional two days for the delegate convention held every two (2) years as well as four (4) additional paid days for the Union Executive Board members to attend quarterly meetings of the SEIU 1199 Executive Board.
6. Unpaid Union leave will be granted for a minimum of two months to a maximum of one year to any employee elected or appointed to a full-time position with the Union. This approval will be limited to two employees per year. The employee must provide at least twenty (20) work days notice of date of departure and return.
7. The CCBDD shall permit a Union representative up to two (2) hours of time per orientation session for the purposes of Union orientation of all new employees covered by this agreement.
8. The work schedule of the executive board members shall be adjusted so as to attend executive board meetings and special executive board meetings.
9. The Union may communicate with members of the bargaining unit and/or members of the Union by the CCBDD's internal distribution system concerning the business of the Union. This may include the use of interoffice mail and e-mail.

ARTICLE 7. MANAGEMENT RIGHTS

Except as specifically limited by explicit provisions of this Agreement, the CCBDD shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the CCBDD's exclusive management rights include, but are not limited to areas of discretion or policy such as the functions and programs of the CCBDD, establishing reasonable standards of services, its overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; to suspend, discipline or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; to maintain and improve the efficiency and effectiveness

of CCBDD operations, and to determine the overall methods, processes, means, or personnel by which CCBDD operations are to be conducted; to determine the size and duties of the work force; to establish, modify, consolidate or abolish jobs; to determine reasonable staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine all reasonable policies and procedures related to CCBDD enrollees' programs; to determine the overall mission of the CCBDD; and to carry out the ordinary and customary functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 8. LABOR - MANAGEMENT COMMITTEE

1. A Labor - Management Committee shall be established for the purpose of maintaining communications, cooperatively discussing issues of mutual concerns and to promote a climate of constructive employee/employer relations.
2. The Committee shall consist of six Union representatives exclusive of the Union Organizer and an equal number of management representatives. Attendance at meetings established under this Article shall be paid time for Union representatives. This Committee shall meet monthly for the initial four (4) months of this Agreement and quarterly thereafter. CCBDD will make every effort to maintain ongoing communication outside of labor – management meetings, including meeting in an abbreviated format of stated Labor Management Committee, consisting of a minimum of two representatives from the Union, exclusive of the Administrative Organizer, and an equal number of representatives from Management, where necessary.
3. The LMC may discuss any matter involving wages, hours, and working conditions, except matters that are the subject of an active grievance.
4. The parties shall exchange agenda items at least three work days prior to the scheduled meeting. Items brought up for discussion at the LMC meeting that were not included in the items exchanged 3 working days prior to the scheduled meeting must be mutually agreed upon for discussion by both the Union and Management.
5. Matters discussed in an LMC meeting shall be considered confidential. Any publication of minutes shall be approved by both parties. A draft of the minutes will be provided to both parties for review within 15 work days of the meeting. Both parties may inform its constituencies of the outcome of discussions. If there is no action taken on the draft meeting minutes, the Union and Management may distribute the meeting minutes to its members 15 days after their original distribution.
6. The LMC shall adopt by-laws that are mutually agreed to by the parties which are consistent with this contract provision.

ARTICLE 9. GRIEVANCE PROCEDURE

1. Should differences arise between the CCBDD and the Union as to the interpretation or application of some express provision of the Agreement, an earnest effort will be made to settle such differences promptly in the following manner.

Step 1. The aggrieved employee may speak to his/her immediate supervisor in an effort to resolve the issue in a timely manner.

Step 2. If no resolution is reached at Step 1, or if the employee wishes to bypass Step 1, the grievance must be submitted in writing to the employee's Department Manager within fifteen (15) working days of occurrence giving rise to the grievance. If the grievance involves a supervisor, the grievance shall advance and be filed at step 2 of the grievance process. If the grievance involves a different department or unit (QA, SA, or MUI unit), the grievance shall advance and be filed under step 3 of the grievance process. The grievant, Department Manager and a Union delegate shall meet within 15 working days of the filing of the grievance to discuss the grievance at a time and in a manner which does not interfere with operations and does not involve the CCBDD's clients or visitors. If no settlement is reached at this meeting, the Department Manager shall have five (5) work days after the meeting to respond to the grievance in writing.

Step 3. If the written answer of the Department Manager is deemed unsatisfactory, the grievance must be appealed, in writing, to the Director of Human Resources or his designee within fifteen (15) working days from the day of receipt of the appeal. The Director of Human Resources and/or his designee shall meet within 15 working days of the appeal of the grievance, with the grievant, the Union delegate, and the Grievance Chair to discuss the grievance. If no settlement is reached at this meeting, the Director of Human Resources or his designee shall have five (5) work days to respond to the grievance in writing.

2. If the Union is not satisfied with the answer at Step 3, the Union may submit the grievance to arbitration by serving written notice to the CCBDD of its desire to do so within twenty (20) work days of receipt of the Step 3 decision after the next Union Executive Board meeting. Following initial notification, the Union must notify the Federal Mediation and Conciliation Service ("FMCS") and request that it provide a panel of seven (7) arbitrators. In the event the Grievant has filed an internal appeal within SEIU 1199, the Union will give written notice to the Human Resources Director or designee and will have no more than 45 days after the Executive Board meeting to inform the Board if an appeal will be granted, and the Union shall have ten (10) days from that date to send its written request to FMCS.

The Union and the CCBDD shall alternatively eliminate from the panel the arbitrator of their choosing until only one arbitrator remains. The sole arbitrator shall hear the case.

The decision of the arbitrator shall be final and binding on the CCBDD, the Union and the employees. The arbitrator shall decide the grievance in accordance with the expressed provisions of this Agreement and shall have no authority to add to, subtract from, or modify any part of this Agreement.

The expenses of the arbitrator, including his/her time, travel and miscellaneous expenses shall be borne equally by the parties.

3. Mediation. The parties may mutually agree to pursue mediation of a grievance in accordance with the rules of the FMCS within the twenty (20) work day period prior to written notification by the union to the CCBDD and the FMCS of the union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized the union need not request a panel of arbitrators until twenty (20) work days after the conclusion of the mediation.

Mediation will be pursued and conducted in accordance with the rules of the FMCS in effect on the date that the request for mediation was sent.

Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.

The fees and expenses of mediation, if any, will be borne equally by the CCBDD and the union.

4. The above time limits are of essence and can only be extended by the parties mutual agreement in writing. A written grievance not presented or appealed within the time limits shall no longer be deemed a grievable matter. A written answer not given within the time limits of Step 2 and 3 shall allow the advancement of the grievance to the next step of the procedure.
5. Class action grievances and grievances involving suspension or termination shall be filed at Step 3 of the grievance procedure.

ARTICLE 10. DISCIPLINE

1. Employees shall only be disciplined for just cause after the completion of an investigation.
2. Disciplinary action shall be progressive and normally consist of the following, written reprimand, suspension, and/or dismissal.

Prior to the written reprimand, suspension, and/or dismissal, the CCBDD shall make every effort to counsel the employee through coaching so that it is clear that if his/her conduct continues, it will lead to further discipline.

Employees have the right to appeal any disciplinary action through the grievance procedure.

3. The parties recognize that some offenses may be considered major offenses and require immediate action by the CCBDD which could include suspension or dismissal for the first offense.
4. No disciplinary action beyond a written warning shall be implemented prior to a pre-disciplinary conference.
 - a. A written notification of the time and place of a pre-disciplinary conference shall be sent to the employee and the union at least five days prior to the conference.
 - b. The written notification shall set forth the nature of the allegations which, if substantiated could result in disciplinary action.
 - c. The employee shall have the right to have a union representative with them at the conference
 - d. The employee shall have the right to respond to any allegations made against them.
 - e. Allegations concerning related incidents that occur within 45 calendar days of each other may be combined into one pre-disciplinary conference.
 - f. The employee and the union shall be notified in writing of the decision regarding the allegations within ten working days of the conference.
5. Except for the failure to maintain proper certification, employees who are suspended prior to pre-disciplinary conference shall be placed on paid administrative leave.
6. Employees and the delegate and/or Executive board member(s) shall be exempt from the documentation standards during disciplinary hearings and grievances, including but not limited to investigatory interviews, pre-disciplinary hearings, disciplinary hearings, grievance hearings and appeals.

ARTICLE 11A. VACANCIES

1. A vacancy is defined as an opening in a full-time or part-time position in the bargaining unit which the CCBDD has determined to fill.
2. Employees will be notified (per paragraphs 3 & 4 below) of vacancies of permanent positions in the bargaining unit. Employees will also have access to posted vacancies of positions not in the bargaining unit by way of the CCBDD website. The union will be notified of temporary workers assigned to work in the support administration department or in the MUI work group.
3. All job postings are posted on the CCBDD website under the Job Postings quick link and are available 24/7 from any device that has access to the internet. The application process is handled online only. All vacancies shall be posted for a minimum of five (5)

work days. Information regarding the vacancy shall include salary, hours, functions, qualifications, working conditions, application procedures, and deadlines. Individuals with disabilities that might need assistance with the application process can contact the HR Employment Manager by calling 216-241-8230 or by email at employment@cuyahogabdd.org.

4. Vacancies shall be awarded on the basis of the following: experience, education, work record, length of service in the program and certification requirements established by the State of Ohio. If two or more applicants are substantially equally qualified, the vacancy shall be awarded to the most senior bargaining unit member.
5. All internal candidates will be notified via email prior to the successful candidate being announced.
6. The Union Representative and Union Executive Board members will receive a list of all applicants who are a part of the bargaining unit who applied for a vacancy upon completion of the selection process.

ARTICLE 11B. ASSIGNMENTS

1. Support Administrators assigned to Housing and Assessment, Eligibility, Information & Referral, Employment and Planning and CMS Floater will have cases assigned throughout the County and may include some outside the county.
2. Other Support Administrators will have assignments based upon their work location, specialization and geographic location. An open assignment for Support Administrators is an available position within a work location in which the CCBDD has determined a need to fill. If an open assignment occurs, lateral transfers shall be made prior to posting the vacancy. The Union will be notified of such transfers. This would be done in order to maintain balance among caseloads. Caseload intensity will be considered during this process. All cases will be assigned in a fair and equitable manner.
3. The CCBDD reserves the right to assign cases outside the Support Administrator's Big Creek or Forrest Hill geographical region, but no more than 10 miles outside of the Big Creek or Forrest Hill regional border except for where operational need requires. Caseload intensity will be considered during this process. All cases will be assigned in a fair and equitable manner. Cases will not be assigned for arbitrary or capricious reasons.
4. Individuals who reside outside of Cuyahoga County but still need the services of a SA will be assigned on a volunteer basis following notification requesting a volunteer to the entire site. If no support administrator volunteers to accept the out of county case, management has the right to assign the case in the following order:
 - A Support Administrator will be assigned based upon caseload composition and work location closest to the county where the individual resides. The Support Administrator has the right to decline the addition of the individual in writing without recourse within 3 working days.

- If the assignment is declined then a Support Administrator, among the lowest 20 in seniority order, on a rotational basis, will be considered for the assignment. Caseload composition and work location closest to the county where the individual resides will be considered.
 - Assign the case to another entity.
5. If a vacancy occurs, lateral transfers within a current specialization shall be made prior to posting the vacancy. The Union will be notified of such transfers. Lateral transfer is defined as a change of work location within current specialization (or for Support Administrators with mixed caseloads, they may transfer into Waiver Lives Alone or Non Waiver).
 6. Support Administrators with two (2) years of bargaining unit seniority or greater, desiring a lateral transfer in the future (i.e., a change in a work location) shall file their request on the CCBDD lateral transfer request form (See Appendix A). Lateral transfer requests can be made at anytime, but will remain in effect only until the end of the calendar year. Each January 1st the support administrator lateral transfer database will be purged and a new one started. Therefore, a new request will have to be initiated each year if a lateral transfer is desired.
 7. Lateral transfer requests must be filed prior to the occurrence of an opening or the employee will not receive priority for lateral transfers.
 8. The CCBDD shall retain a lateral transfer request database, which is available to the union upon request. The CCBDD will provide a database report to the Union at least twice per year.
 9. The following restrictions will be made on lateral transfers:
 - A. The CCBDD will permit only 8 lateral transfers per each year of this agreement for the entire bargaining unit.
 - B. No individual may transfer voluntarily more than once every two years.
 - C. A lateral transfers may be granted, but with a delay in the implementation in order to deal with caseload transition issues. Such delay shall not exceed 2 months.
 - D. There will be no lateral transfers into Housing and Assessment, Information and Referral, Eligibility, CMS Floaters, or other specialized assignments.
 10. If a Support Administrator wants to be considered for an assignment other than his/her current specialization, s/he will submit a letter of interest to Human Resources.
 11. Any employee may bring his/her concerns to his/her supervisor and may be accompanied

by a union representative, if desired.

12. The CCBDD retains the right to discontinue assignments by regions. If the CCBDD opts to discontinue assignments by geographic region, there shall be no requirement to post assignments. However, the CCBDD shall meet with the Union to discuss the changes and the effects of those changes.
13. If an open Support Administrator assignment cannot be filled and it is necessary to have a Support Administrator change assignments, the CCBDD shall have the choice to transfer one of the two least senior Support Administrators from outside the work location to the assignment.

ARTICLE 12. PROBATIONARY PERIOD

1. All newly hired employees shall be considered probationary employees for a period of 210 calendar days. By mutual agreement of the parties, the CCBDD may extend the probationary period of an employee up to 60 calendar days beyond the expiration date of the original probationary period. During such probationary period an employee can be disciplined or discharged without recourse to the grievance procedure. Upon ratification of this agreement, probationary employees who have completed more than 180 calendar days of employment shall be deemed to have completed their probationary period.
2. An employee who has changed positions may voluntarily return to his/her former position if the Director of HR is notified within 30 calendar days of the effective date of the change. An employee may meet with his/her supervisor to discuss the decision prior to the end of the 30 calendar day period.

ARTICLE 13. SENIORITY

1. Seniority shall be determined by service within the bargaining unit.

The CCBDD and the Union jointly agree that Bargaining Unit seniority, as written in this section, is meant to include years of service in Case Management prior to the inception of the Bargaining Unit.

For clarification of positions included and excluded in the Bargaining Unit, see Article 1, Union Recognition, #2.

2. An employee's seniority will cease to accrue under the following circumstances:
 - A. Voluntary resignation from the bargaining unit;
 - B. Discharge for just cause;
 - C. Failure to return from a period of approved leave of absence;
 - D. Failure to respond to a recall from a layoff notice.
3. When two or more employees have the same seniority date, seniority shall be based upon the last four digits of the employee's social security number. The lowest number shall be considered the most senior.

4. An employee who leaves the bargaining unit but remains employed by CCBDD shall be given credit for previous seniority upon return, at a future date, to a bargaining unit position. An employee who resigns and is rehired not more than 45 days following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire. An employee who transfers outside this bargaining unit and wishes to come back to the unit will retain seniority if they come back within 45 days.
5. The CCBDD shall maintain a seniority list for full-time permanent employees and a second list for part-time permanent employees. These lists shall be available to the union upon request.

ARTICLE 14. JOB DESCRIPTIONS

Job descriptions shall include a brief, simple description of each position's primary function, nature of work, personal contacts, essential knowledge, skills and abilities, unusual working conditions, and qualifications. Each employee shall have a signed, current position description in his/her file.

ARTICLE 15. EMPLOYMENT CATEGORIES

1. A full-time employee is an employee who regularly works a minimum of thirty seven and one half (37.5) hours in each seven (7) day time period, Sunday through Saturday.
1. A part-time employee is defined as an employee who is regularly scheduled to work at least half-time (20 hours per week) and less than full-time. Thirty (30) hours per week shall be considered full time for purposes of insurance benefits under this agreement.
2. If during the life of this Agreement the CCBDD creates part-time jobs within the bargaining unit, then the Union and the CCBDD shall meet for the purpose of negotiating any and all issues affecting the wages, hours, terms and conditions of such part-time employees. A part-time employee shall have a reduced, part-time workload.
3. The CCBDD will give consideration to such requests, especially if the request is made during or after a long-term leave of absence or maternity leave. The union will be notified of such requests and have the option to be involved in the planning process, if there is a possibility of implementing the request.

ARTICLE 16. CERTIFICATION

1. All employees must comply with the certification requirements for their position as determined by either the CCBDD (SSA Certification) OR the Ohio Department Of Developmental Disabilities (Investigative Agent Certification). A copy of their certificate must be on file in HR. Employees will not be permitted to work if certification has expired, and will be subject to disciplinary action up to and including termination on a just-cause basis.

2. Newly hired staff shall provide proof of eligibility and application for their certification upon hire.
3. If a new position is added to the bargaining unit, the determination of the certification requirements for the position will be made according to either the CCBDD or the Ohio Department of Developmental Disabilities guidelines.
4. The CCBDD agrees to continue to provide administrative support for employees to maintain certification, provided such certification continues to be required by the State of Ohio. It is understood that coursework for this purpose will be approved for coursework reimbursement per Article 40.

If the State of Ohio no longer requires such certification, the CCBDD will provide the Union with documentation supporting the change in state law and that portion of paragraph 4 will no longer apply. However, employees who have already started certification coursework at the time of such notification to the Union will be allowed to complete such coursework in accordance with this paragraph 4.

ARTICLE 17. LAYOFFS

1. When the CCBDD determines a layoff is necessary, the CCBDD shall notify the Union and inform them of the classification(s) and number of employees to be affected.
2. The CCBDD shall schedule a meeting with the Union to explain the reason for such action. The Union's comments and ideas given to avoid the layoff shall be considered before the CCBDD makes a final decision. This meeting shall take place within ten (10) working days the Union's receipt of notification. If after the meeting the CCBDD deems the action is still necessary, the following procedure shall be followed.

The CCBDD shall notify all affected employees of the impending layoff at least twenty (20) calendar days prior to the effective date. Any employee, not a member of the bargaining unit, who has a temporary appointment in a bargaining unit position shall be terminated prior to any layoff in the bargaining unit.

In the event any layoff is implemented within the bargaining unit, the order of layoffs shall be:

- A. There shall be an opportunity for any employee in the bargaining unit to volunteer for layoff.
- B. Employees within the bargaining unit shall be laid off as follows:
 1. Employees with temporary appointments in the affected position(s) will be laid off in inverse order of seniority.
 2. Employees on probation in the affected position(s) will be laid off in inverse order of seniority.

3. Employees working part-time in the affected position(s) will be laid off in inverse order of seniority.
 4. Employees working full-time in the affected position(s) will be laid off in inverse order of seniority.
- C. No bumping between classifications (i.e. Forensic Liaison, Investigative Agent and Support Administrator) will be permitted except current Forensic Liaisons, as of January 1, 2013, who have support administration or case management experience will be permitted to “bump” into the support administrator classification.

There shall be no individual hours reduction of regular employees without the agreement of the Union and the CCBDD.

If operational necessity requires an overall reduction in the hours worked by bargaining unit employees such reduction shall be accomplished by layoff unless the parties agree to do otherwise.

3. As vacancies occur in a position where a layoff occurred, and the CCBDD desires to fill the same, the following procedure shall be followed. The most senior laid-off employee in the classification shall be recalled first. Employees shall have recall rights for two (2) years.
4. Notification of layoffs or recall layoff shall be by certified mail to the employees last known address.
5. If an employee who is recalled fails to notify the CCBDD of his/her intent to report to work within ten (10) calendar days of the receipt of notice, or fails to return to work within twenty (20) calendar days of the receipt of the notice such employee shall forfeit recall rights.
6. All approved vacations will be honored in new position assignments.
7. While on layoff, the laid off employee may elect to remain in the CCBDD’s health insurance program.
8. Employees who are on the recall list may serve as temporary appointments without jeopardizing their rights to further recall.
9. An employee who is recalled to his/her former pay rate shall be paid at his/her former rate of pay plus any additional increase provided during the layoff period to employees in the job title to which s/he is being recalled.
10. Employees who are laid off during their probationary period may be recalled on the same basis as permanent employees if all permanent status employees have been contacted for recall or if no permanent status employees remaining on the recall list possess the

necessary qualifications and ability to perform the work required in the job title available satisfactorily and efficiently, with an orientation to the position and normal supervision.

ARTICLE 18. NO DISCRIMINATION

Neither the CCBDD nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, sexual preference, age, Union activity, disability, LGBTQ status, gender identity, or veteran status.

ARTICLE 19. HOURS OF WORK

1. All members of the bargaining unit are considered exempt employees under the fair labor standards act.
2. The standard work week for full-time employees shall be 37.5 hours per week exclusive of unpaid meal periods.
3. Employees will be permitted to adjust their regular five day work schedule to accommodate personal needs through use of flexible work schedules. Also, the CCBDD will consider and approve, where operationally feasible, four day work schedules upon the request of the individual employees, such four day work schedules will be approved one week at a time. Management may place reasonable limitations on the flexibility based upon the efficiency and effectiveness of the operation of the department.
4. Employees shall record their time daily in Kronos using four week attendance periods designed by CCBDD. Employees who are unable to record their time on the date when it occurred must record the time on the next workday.
5. Employees who work more than 37.5 hours in a work week will be permitted to take flex time off during the designed four week attendance periods.
6. An employee shall receive compensatory time for hours worked in excess of 150 in a designated attendance period. Requests to work beyond 150 hours must be approved by the supervisor in advance. Exceptions will be made for emergency situations.
7. The CCBDD reserves the right to limit the employee's work schedule to maintain the 150 hour limit in an attendance period.
8. Employees shall be required to maintain a weekly schedule, in their outlook calendar. The calendar must be made available to the appropriate supervisor and manager.
9. Employees will be permitted to earn and accumulate up to 200 hours of compensatory time, any work beyond this limit will not be compensated.
10. The use of compensatory time shall be permitted in accordance with the same conditions as use of vacation leave (Article 21). Employees will request compensatory time with at least three (3) days' notice. Requests for the use of compensatory time shall not be unreasonably denied. Supervisors may waive three (3) day requirement.

11. Employees will not receive paid compensation for unused compensatory time except at termination of employment.
12. Employees must take an unpaid meal period of not less than 30 minutes on any day of 6 hours or more. The timing and taking of the meal period shall be decided by each employee based on the needs of the individuals they support. Employees will not be permitted to earn compensatory time for skipping any or all meal period time. On occasion lunch breaks may be taken at the end of the workday, but the supervisor must be notified of these occasions.

ARTICLE 20. PERFORMANCE BONUSES

1. Non-probationary employees are eligible for performance bonuses if they are on active status for the entire quarter and have not received written disciplinary action within 3 months.
2. An employee will submit necessary documentation for a performance bonus, based on performance of specific tasks, each of which is given a point value (see the below list of performance indicators). Employee will maintain a list of tasks performed and dates of performance and obtain verification from appropriate supervisor(s). Verification from the supervisor shall be obtained as soon as possible after the occurrence of the event.
3. Employee will submit necessary documentation no later than the following dates for each quarter: April 10, July 10, October 10, and January 10. The bonus will be paid in the second paycheck following the deadline.
4. Points accumulate until there are a minimum of 4 points, which must then be submitted for a bonus of \$200. Any points over 4 must also be submitted and will be paid in increments of \$50. Points accumulated in the last quarter of any contract year will carry over to the first quarter of the new year.
5. Submissions will be reviewed and awarded quarterly, for a total of up to \$800 per calendar year.

Performance Indicators

Specific tasks include but are not limited to:

Completing tasks for peer (with prior supervisor approval)	2 points
Willingly accepting case identified as difficult/high profile by management	2 points
Quality work on highly involved situations	2 points
Timely submission of expense forms for 6 months	1 point
Facilitating department or staff meeting	1 points
Presented info/story at department or staff meeting	1 point
Active participation in special projects/pilots/committees	1 point
Reduce or eliminate local dollar auth. by finding community \$ source	1 point
No use of sick time during the quarter	1 point
Submission of MUI investigative reports per stated DODD deadlines	2 points

ARTICLE 20B. DOCUMENTATION STANDARDS

1. The documentation standard for full-time Support Administrators will be an average of 5.0 hours per work day. This requirement will not change for the first 24 months of the contract. After 24 months, CCBDD may increase the standard by no more than 0.25 hours for the remaining term of the contract. If the standard is increased, CCBDD will provide 2 months notice to SEIU.
2. In terms of documentation standard, work days in the month will not include vacation leave, scheduled comp time, sick leave, funeral leave, union leave including negotiations sessions, professional leave, floating holidays and jury duty.
3. One-half day trainings are defined as at least 2.5 hours, and full-day training are defined as at least 6 hours. For one-half day training, the employer will not count 3.75 hours from the number of hours worked by the employee; for full day trainings, the employer will not count 7.5 hours from the number of hours worked by the employee as it relates to the documentation standard.
4. Department or Small Team Meetings do not qualify as “mandatory training.” No more than two of these per month will be scheduled.
5. Effective July 1, 2013, documentation must be entered into the client information system by the end of the 5th working day (for employee) after the service/support activity is provided. In the event of an emergency, the employee will contact his/her supervisor. The supervisor will be reasonable in granting an extension of time.

ARTICLE 21. VACATION

A. Vacation Leave **Prior to January 1, 2019.**

1. Prior to January 1, 2019, full-time employees shall be granted vacation leave with pay at regular rate as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Maximum Leave Accumulation</u>
0-7	11 days	33 days
8-14	16 days	48 days
15-24	21days	63 days
25 or more	26 days	78 days

2. Employees will be credited with their entire annual vacation leave to be earned in the year as of January 1st each year. If one of the following anniversaries occurs during the year, 8th, 15th or 25th, the employee will receive the additional five (5) days of leave as of January 1st. Employees will not be permitted to accumulate vacation leave in excess of the amounts permitted per section 1. An employee will be credited with less than the full amount of annual vacation leave

to be earned if the amount to be credited on January 1st would result in a total accumulation greater than the maximum permitted. The amount not credited will be lost to the employee.

3. If an employee resigns or is on unpaid status during the year a proportionate amount of vacation leave will be deducted from his/her vacation leave account. If an employee does not have sufficient vacation leave accumulation or resigns so that he/she did not earn a sufficient amount to cover the vacation leave used, his/her pay will be docked or if pay is insufficient, the employee will be required to repay the CCBDD for any overage.
4. If an employee resigns in an anniversary year (8th, 15th or 25th) and does not work up to the anniversary date, five (5) days will be deducted in addition to whatever amount is deducted from his/her vacation leave account per the paragraph above.
5. If an employee is newly hired during the year he/she shall receive a proportionate amount of vacation to the nearest one-half day credited at time of hire. An employee without prior service credit may not use vacation for their first six (6) months of employment.

B. Vacation Leave Beginning January 1, 2019.

1. Beginning 2019, full-time employees will earn vacation leave at the rate noted below per one-hour of paid work time, including holidays and paid leave (excluding disability leave and extended parental leave). Employees will be permitted to accumulate vacation to the maximum amount indicated as follows, and vacation leave may be used in increments of 15 minutes (.25 hours):

YEARS OF CREDITED SERVICE	RATE EARNED PER HOUR	ANNUAL VACATION HOURS (DAYS)	MAXIMUM LEAVE ACCUMULATION HOURS (DAYS)
0-7	0.0423	82.5 (11)	247.5 (33)
8-14	0.0615	120 (16)	360 (48)
15-24	0.0808	157.5 (21)	472.5 (63)
25 or more	0.1000	195 (26)	585 (78)

2. Employees must be on paid status the entire year to earn the annual vacation amounts listed above. Employees will not be permitted to accumulate vacation leave in excess of the amounts permitted per the chart above. In such cases, any excess vacation leave will be lost to the employee.
3. If an employee is newly hired during the year, he/she will begin to accrue vacation time immediately as outlined above.

C. Vacation Leave

1. Previous work experience with one of the governmental units of the State of Ohio shall count towards an employee's years of service. Employees must send verification of same to the Human Resources Division of the CCBDD within six (6) months of the initial hire date.
2. Employees will not be charged for vacation leave on a day that is designated as a holiday. Vacation pay will be at the same rate as regular pay.
3. Employees will receive pay at current rates of pay for any unused vacation leave at time of separation. In case of death of an employee, an unused vacation leave will be paid in final check, payable to the decedent.
4. Employees must request vacation leave with at least one week's notice; however, supervisors may waive this notice requirement. Vacation leave requests may be denied due to operational concerns, however, such requests shall not be unreasonably denied.

ARTICLE 22. MEDICAL LEAVES OF ABSENCE

1. Parental Leave - Any employee who becomes pregnant or becomes the parent of a newborn or an adopted child shall be granted up to one year of unpaid leave of absence for the purpose of child rearing. The date of departure and the date of return to work shall be selected by the employee and he/she shall notify the CCBDD of such dates as far in advance as is practicable. An employee may utilize any or all of her or his accrued sick or vacation leave at the time of child birth.
2. Extended Parental Leave – Extended parental leave will be accessed after all vacation, personal, and comp time leaves, and all disability pay are exhausted. The limit for extended parental leave is 8 weeks. Extended parental leave will be paid at 70% of the staff member's daily rate to a limit of \$800 per week. A staff member utilizing extended parental leave will not earn paid time off benefits (sick leave, vacation leave, etc.) during the extended parental leave time period. Extended parental leave expenditures by the CCBDD will not count towards the limits of Article 36 Disability Pay, Section 2C.

The overall limit of paid time off due to the normal parental leave (6-week physician statement plus up to 8 weeks of additional parental leave) will be 14 weeks. If, however, a parental leave involves a physician's statement that indicates no work in excess of 6 weeks, that additional time may be compensated as disability pay and the staff member may still be eligible for up to 8 weeks of extended parental leave.

3. Illness/Injury - Upon request, and with proper documentation, any employee will be granted a leave of absence without pay because of illness or injury (including an illness or injury compensable under the Worker's Compensation Statutes of Ohio) which exceeds the accumulated sick leave of the employee. The maximum leave permitted shall be two (2) years. An employee shall not be required to use sick leave for an on-the-job injury. If the employee elects to use sick leave, then the employee may not change that election at a later date unless permitted by state law. For non-work-related sick leave, an employee may retain up to ten (10) days of sick leave prior to obtaining an unpaid leave

of absence. An employee may utilize any or all of his/her vacation at the time of an illness/injury leave.

4. Intermittent Leave - An intermittent schedule is defined as absences taken in separate blocks of time due to a single illness or injury (e.g. leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. A reduced schedule is defined as a schedule which reduces the usual number of hours per work-week, or hours per day worked by an employee. An employee may be eligible for an intermittent schedule or a reduced schedule for up to one year for a personal illness or the illness of an immediate family member, or for the birth or placement of a child for adoption or foster care. Intermittent or reduced work schedules must be approved by the appropriate department Director or General Manager/Department Head and Human Resources.

5. Notice - The employee shall make a request for leave of absence as far in advance as is practicable. The following notice requirements apply to the specific types of leaves of absence.

A. Except for adoptions and emergency medical leaves which require a one (1) day notice (employee may use personal or sick leave for that day), all other unpaid leaves of absence shall require a three (3) week notice of departure and return to work.

The CCBDD may waive the one day notice for emergency medical leave if the employee has provided adequate documentation of a chronic, serious illness prior to the request for the leave.

B. In the event of the adoption of a child, parental leave shall be requested as soon as possible.

Leave C. Any leave request which meets the standards of the Federal Family Medical Act may be made within 48 hours of return to work.

6. Employees who qualify for leaves under this Article may apply any unused benefit time including but not limited to sick leave, vacation leave and personal leave, and such leave shall not be deducted from the three months of leave per year under which the CCBDD continues to pay its portion of the health care premium costs.

7. Once the CCBDD has provided three months of paid health benefits to an employee on an unpaid medical leave of absence, the employee shall be able to continue their health insurance coverage by paying both the employee and employer shares each month.

8. Employees may utilize FMLA leaves of absence in accordance with the provisions herein without a set limit to the number of occasions. FMLA leaves of absence are limited to the provisions of the Family and Medical Leave Act of 1993 as amended.

9. Return from Leave

- A. In the event that an employee is returning from a leave of absence due to illness or injury, he/she must provide a physician's statement indicating that he/she may perform essential job functions with no restrictions. In the event that the CCBDD disagrees with the physician's statement, the CCBDD, at its expense, can have the employee examined by another physician. A light duty assignment may be permitted at the discretion of the CCBDD.
- B. An employee who is absent due to an approved leave of absence of ten days or more, where notice has not previously been given, shall provide at least two days notice of return from leave. If the leave is more than twenty (20) days, the notice requirement is five (5) days.
- C. By mutual agreement, the employee may be returned to active pay status prior to the originally scheduled expiration date of the leave. While on leave of absence without pay, an employee does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of seniority and extended vacation eligibility.
- D. Upon completion of an FMLA leave of absence, the employee is to be returned to his/her same position. Employees returning to work after their FMLA leave has expired, but within two years, may be returned to a different position and/or assignment within the bargaining unit depending on operational needs at the time of return.
- E. Upon completion of a non-FMLA leave of absence of 40 working days or less, the employee is to be returned to his/her same position. An employee, returning from an approved non-FMLA leave of absence of more than 40 working days, may be returned to a different position and/or assignment within the bargaining unit depending on the operation needs at the time of return.

ARTICLE 23. NON-MEDICAL UNPAID LEAVES OF ABSENCE

- 1. An employee may be granted a leave of absence without pay for personal reasons upon written request for a minimum duration of five (5) days and a maximum duration of one (1) year.
- 2. An employee may be granted a leave of absence without pay for education or training purposes upon written request for a minimum duration of five (5) days to a maximum duration of two (2) years. The education or training must be of benefit to the program. The employee must have seniority of at least one (1) year.
- 3. Upon return from an approved leave of absence, an employee will be returned to his/her same position.
- 4. All unpaid leaves of absence identified in this Article shall require a three (3) week notice of departure and return to work. By mutual agreement, an employee may depart or return to or from a leave of absence without three (3) weeks notice.

5. While on leave of absence without pay, an employee will not earn sick leave or vacation leave, however, the time spent on leave shall be counted toward seniority and vacation eligibility.
6. Employees on approved leaves of absence shall be able to remain in CCBDD's health, dental and vision plans if they assume the cost of the premiums of the insurance they wish to maintain during their leave.
7. Except for Union Leave per Article 6, an employee shall not be permitted to obtain full-time employment and continue on leave granted under this Article unless he/she is granted written permission by the CCBDD.
8. If leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the CCBDD may terminate employment.
9. All unpaid leaves of absence must be approved by either the Director of Quality Assurance or the General Manager/Department Head and the Director of Human Resources.

ARTICLE 24. COURT LEAVE/WORKER'S COMPENSATION HEARING LEAVE

1. Court Leave - Employees shall be paid their regular salary or wages during any period for which they are serving on jury duty, are subpoenaed by the county prosecutor, or are testifying in a work-related matter involving CCBDD clients or related case management issues.

Court duty absence shall not be charged to sick leave, personal leave or vacation. Employees shall retain all fees which are received from the courts for their services.

2. Employees shall be granted Worker's Compensation Hearing Leave with pay for attendance at an administrative hearing in connection with an employee's worker's compensation claim regarding an injury or illness while employed by the CCBDD.

ARTICLE 25. MILITARY LEAVE

The CCBDD will grant up to five (5) years unpaid military leave for full-time enlistment in the U.S. Armed Forces. Members of the National Guard or other reserve components of the Armed Forces of the U.S. are entitled to a leave of absence without loss of pay for such time as they are on field training or active duty for periods not to exceed thirty-one (31) calendar days in any calendar year. Staff members must request military leave in writing and submit an order or statement from the appropriate military commander as evidence of such duty.

ARTICLE 26 - BILINGUAL PAY

1. Effective July 1, 2013, employees who have bilingual skills and whose primary duties include bilingual responsibilities may have these responsibilities considered when determining their total work load assignment. The CCBDD will not require that more than 60% of any caseload be comprised of bilingual cases, except for individuals hired

specifically to provide bilingual services. However, an employee can choose to have a caseload with more than 60% bilingual cases. Bilingual services provided for the employee's own work load will not count towards the pay as described in the paragraph below.

2. Employees with bilingual skills have the option of providing bilingual services to individuals not on their caseloads.
3. Upon supervisory approval, employees who provide bilingual services outside their assigned work load will receive additional pay at a rate of \$40/hour (not including regular pay) for aggregated and documented time spent performing such services. Bilingual services provided in increments of less than one hour will be pro-rated.
4. Employees who are certified to provide interpretation services through American Sign Language, and meet the requirements specified in this article, will qualify for the bilingual pay.
5. Employees will be responsible for obtaining the approval of their supervisor or manager in advance of providing bilingual services that would qualify for the additional pay.
6. Employees will be responsible for documenting the provision of services in TCM notes, including the length of time of the service, the type of service (phone call, meeting, translation of a document), the individual for whom the service was provided, and the date of service. This documentation must be submitted to the designated supervisor on a monthly basis.
7. The CCBDD will consider providing an interpreter or facilitator for a bi-lingual employee if those services are required when they need to facilitate with an individual or provider on their caseload. However, this must be discussed with his/her supervisor or manager in advance and will only be approved for unusual or complex situations.

ARTICLE 27. SICK LEAVE

- A. **Sick Leave Prior to January 1, 2020.**
 1. Full-time employees while on active pay status for the entire year will earn twelve (12) sick days per year. Employees hired into the bargaining unit after May 1, 2007 will earn 9 sick leave days per year.
 2. All employees on active pay status will be credited with their twelve (12) sick leave days on January 1st. Employees hired into the bargaining unit after May 1, 2007 will be credited with 9 days on January 1st. Employees hired during the year or returning from an unpaid leave of absence will receive a prorated portion (1/2 day reduced for every 10 days not worked).
 3. Employees who take unpaid leaves of absence or terminate their employment during the year will have a prorated share of their annual earned sick leave, per Section 2. above, deducted from their accrued sick leave total. If a negative

balance occurs, that amount will be deducted from the next paycheck or repaid to the CCBDD by the employee.

4. Sick leave may be used in minimum increments of 1/2 day.

B. Sick Leave Beginning January 1, 2020.

1. Full-time employees while on active pay status will accrue sick leave using the following rates:

EMPLOYEE GROUP	RATE EARNED PER HOUR	ANNUAL SICK LEAVE HOURS
Hired Prior to 5/1/2007	.046	90 (12 days)
Hired after 5/1/2007	.035	67.5 (9 days)

2. Sick leave may be used in increments of .25 hours.
3. Employees who take unpaid leaves of absence will have their sick leave accumulation cease until they return to active status.

B. Sick Leave.

1. Sick leave is intended to provide a benefit against lost wages and is not intended to supplement holidays, vacation, or personal leave. Employees should use this benefit for appropriate reasons. Employees may use sick leave for FMLA and/or other reasons as follows:

- a. Illness or injury of the employee;
- b. Illness or injury of a member of the employee's immediate family when the employee's assistance is reasonably necessary;
- c. Exposure of the employee or member of his/her immediate family to a contagious disease, which could be communicated to others;
- d. Death of a member of the employee's immediate family;
- e. Medical, dental, or optical examinations or treatment of employee or a member of the his/her immediate family when such appointments cannot reasonably be scheduled during non-work time; and
- f. Injury, illness, or disability related to pregnancy, childbirth, and/or related medical conditions.
- g. Absences due to pregnancy.
- h. Up to 90 days may be used for child-rearing of a newborn infant or a newly-adopted child. (If the CCBDD employs both parents, only one parent will be permitted to use sick leave at one time.)

2. Immediate family is defined as spouse, daughter (in-law), son (in-law), father (in-law), mother (in-law), brother (in-law), sister (in-law), grandparent (in-law) legal guardian or other person who stands in the place of a parent (in loco parents) or others living in the employee's household who are related through blood or marriage.

3. Employees shall be paid at their current hourly rate for their initial 9 or 12 days based upon tiered accruals of non-FMLA sick leave use in the contract year. For the 10th or 13th sick leave day based upon tiered accruals used and thereafter, to a limit of 4 days per year, employees using sick leave without medical documentation for non-FMLA related purposes, will be paid at the rate of 75% of their current rate. However, employees will have an option of being paid 100% for their sick day and forfeiting an additional one-half day of paid leave time. All other sick leave will be paid at 100% of the employee's hourly rate. Funeral leave days will be excluded in counting the initial 9 or 12 days based upon tiered accruals of use per year as well as any additional sick leave use.
4. Up to five (5) days of sick leave may be used for funeral leave for members of the immediate family as defined in item 6 above.
5. Staff members who become parents by adopting a child, who is new to the family, shall be permitted the same usage of sick leave as in Article 22, paragraph 1.
6. A statement from a physician justifying the leave will be required if an employee requests sick leave for 3 consecutive work days.
7. Questionable use of sick leave: sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave or for any other purpose. Employees should not use this benefit for anything other than appropriate reasons.
8. Sick leave will accumulate without limit.
9. The CCBDD sick leave buyback program will be limited as follows:
 - a. The CCBDD will buy back up to 6 days per year at 75% of the employee's rate of pay.
 - b. The employee must have been a full-time employee and on active status for the entire year.
 - c. The employee must have used 4 or fewer sick days during the year.
 - d. The employee retains a balance of 25 sick days after the transaction.
 - e. The CCBDD will send out the sick leave buyback program notification in DECEMBER/January of each contract year and will pay out the sick leave buyback program in February of each contract year.
10. Sick time will not be included in calculation of "work days in the month" for the purposes of TCM Documentation Standard.

ARTICLE 28. SICK LEAVE TRANSFER

1. In the event of a life-threatening, catastrophic illness or injury to the employee or member of his/her immediate family, sick leave transfers in accordance with this Article may be permitted. Approvals must be obtained from the Director of Human Resources and the Union. Requests for approval must include adequate documentation.
2. Those persons eligible to transfer sick leave (transferors) shall include any administrator or staff member who has twenty (20) days of sick leave accumulated prior to the transfer.
3. Transferors may be permitted to transfer up to three (3) days per year, but may make only one transfer per person per year.
4. Sick leave hours received in the transfer shall be converted in value to the transferee's pay rate.
5. Transferees must exhaust all their own sick leave, personal leave, and vacation leave prior to receiving transferred sick leave.
6. The transferee may not receive sick leave that would exceed 75% of his/her regular work hours in any pay period.
7. In any calendar year, the transferee cannot receive total sick leave in excess of 90 days.
8. All transfers shall be documented in writing on the CCBDD Sick Leave Transfer Form.
9. All matters pertaining to the medical information of the transferee and other matters relating to the transfers shall be kept confidential to the extent possible.
10. Employees shall be continued on health care benefits for the period during which they are receiving transferred sick leave.

ARTICLE 29. ASSAULT LEAVE

1. An employee who is physically assaulted while at work shall be eligible for paid assault leave. The injury must be a direct result of the assault. The immediate supervisor or designee must be notified as soon as possible of the assault. The CCBDD may require that the employee be examined by the CCBDD physician at no expense to the employee. The CCBDD will pay for up to five day's absence at full salary. Assault leave days may be taken in full or one-half day increments. All assault leave days must begin by the fourth workday following the assault.
3. The employee must need treatment by a physician and must be unable to work in order to qualify for assault leave. Assault leave may be used for follow-up medical appointments in one-half day increments.
4. Requests for assault leave must be made on the CCBDD Leave form.

5. Assault leave shall not be deducted from sick leave and shall not disqualify employees from attendance bonuses.
6. In-service trauma training shall be made available to employees.

Regardless of whether an employee exercises the leave above, the employer agrees to pay up to \$200 per occurrence for eyeglasses or hearing aids which are damaged by a consumer's assaultive behavior. Additionally, the employer shall consider to pay up to \$150 per occurrence for damages to an employee's clothing, watches, etc., which are caused by a consumer's assaultive behavior. Incidents involving such damages must be documented immediately or reimbursement will be denied.

ARTICLE 30. PERSONAL DAYS

1. Employees shall earn three (3) days personal leave per year. Employees on active status will be credited with three (3) days of personal leave as of January 1st. New hires during the year and/or employees returning from leaves of absence shall have a proportionate amount to the nearest one-half day credited on the first day of employment during the year.
2. Employee's personal leave balances shall be reduced in a proportionate amount for unpaid leaves of absence or any other unpaid leave including separation of employment.
3. Use of personal leave shall not be restricted except that the employees must give three days notice in non-emergency situations. Personal days may be used in one-half day increments. Emergency leave will be approved by supervisors without disparity.
4. Personal leave may be accumulated for up to two years. At the end of each year, an employee has the option of being paid \$175.00 per day for unused leave.
5. Upon separation from employment an employee shall be paid \$175.00 per day for unused personal leave.

ARTICLE 31. HOLIDAYS

1. The CCBDD shall provide the following paid holidays to employees:
 - A. Martin Luther King Day
 - B. Presidents' Day
 - C. Good Friday
 - D. Memorial Day
 - E. Independence Day
 - F. Labor Day
 - G. Thanksgiving and the day after
 - H. Winter Break (six non-consecutive days including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day)*
 - I. Two floating holiday

*Management reserves the right to require coverage for operational needs during the Winter Break. In the event that Management exercise their right to require coverage due to operational needs, no more than 15% of the Support Administrators per work location will be required to work; no more than 2 MUI Investigators and no more than 1 Forensic Liaison will be required to work on any single day during the Winter Break based upon seniority.

2. Employees who are required to work on listed holidays shall be paid their regular rate of pay in addition to 7.5 hours of holiday pay.
3. Employees who are on unpaid status on the day before or the day after a holiday will not receive holiday pay.

ARTICLE 32. PROFESSIONAL LEAVE

1. Upon request of the employee and approval of the supervisor, the Superintendent may grant professional leave for attendance at continuing education programs approved by the Ohio Department of Developmental Disabilities for continuing education credits for certification purposes. In some instances, if all continuing education credits have been completed or the non-approved program offered will greatly benefit the employee's professional growth, requests to attend non-approved programs such as professional meetings, or conferences, or other meetings which are job related may be authorized for professional leave.
2. Employees shall be permitted four (4) professional leave days per year unless the maximum budget limit is reached per paragraph 4 below. Two additional professional leave days may be approved to participate in training offered by the CCBDD on the scheduled in-service days. The Superintendent may approve additional days, however, at his or her discretion upon the recommendation of the General Manager/Department Head.
3. Supervisors may deny professional leave due to operational concerns.

4. Employees shall be reimbursed for their actual expenses each day not to exceed \$900 per year. The travel expense reimbursement shall be made at the prevailing IRS mileage rate. Out-of-county meal expense shall not exceed \$40 per day. Meals shall not be reimbursed if the program attended is held within Cuyahoga County unless the meal is included in the registration fee.
5. Employees should apply for professional leave at least five (5) working days prior to the activity. On occasion, a supervisor may waive the five (5) day requirement. The employee shall use Kronos in making application.
6. If the bargaining unit member chooses to utilize their in-service days for certification then the bargaining unit member shall be exempt from the documentation standard for the day.

ARTICLE 33. PERSONNEL FILES

1. Each employee shall have the right to inspect the contents of his/her personnel file during non-work time and may be accompanied by an individual of their choosing.
2. An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her file shall have the right to submit a memorandum for inclusion in the personnel file outlining the inaccuracies from the employee's point of view.
3. Records of disciplinary actions and all documents related thereto shall be removed from the file according to the following schedule:

Written Warning	18 months
Suspension	24 months

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

4. Letters of commendation, written complaints from individuals or others, and derogatory materials from supervisors or others shall not be added or removed from an individual's file without notice to the employee. The Union and the CCBDD further agree that the author of each document contained in an individual's file shall be identifiable.

ARTICLE 34. WAGES

1. Salary Range: The salary range for Support Administrators, MUI Investigators, and Forensic Specialists for the three years of this agreement will be as follows:

Year 1: \$47,374 - \$85,040
Year 2: \$47,848 - \$85,040
Year 3: \$48,326 - \$86,741

2. Except as limited by Section 1, employees will receive the following pay increases:

- A. Effective with the pay period encompassing January 1, 2018, all employees will receive a 1.75% salary increase (with at least 90 days' pay in 2017).
 - B. Effective with the pay period encompassing January 1, 2019, all employees will receive a 1% salary increase (with at least 90 days' pay in 2018).
 - C. Effective with the pay period encompassing January 1, 2020, all employees will receive a 1% salary increase (with at least 90 days' pay in 2019).
 - D. The 90 days' pay requirement is achieved only when someone has received 90 days' pay in a CCBDD position.
 - E. In the event that an employee reaches the maximum salary for his/her position, he/she will receive an increase to the maximum salary and will receive a bonus for the amount in excess of the maximum salary.
 - F. In the event that an employee does not meet the 90-day requirement to earn a pay increase per sections 2.A. – 2.C. above and does not receive an increase due to sections 4 – 6 below, he/she will not receive any increase.
3. The regular, hourly rate for individual employees is calculated by dividing their individual salaries by 1,950 regular hours worked per year.
 4. Any newly-hired bargaining unit member who is a CCBDD employee may receive an initial bargaining unit starting salary that is not higher than 5% above the minimum salary.
 5. All bargaining unit employees assigned to mentor employees will receive an additional \$60 per day for each day, or a portion thereof of performing such duties. The assignment of mentor shadowing and observation responsibilities will be made in writing by the appropriate supervisor.
 6. 27th pay period. The parties understand that a 27th pay will not occur during the term of this labor agreement. However, it is the intent of the parties that when a 27th pay occurs in the future, there will be no reduction in the bi-weekly wages of the employee. A full-time employee's annual salary will be higher by 1/26 in the year of a 27th pay.
 7. O.P.E.R.S. Pickup. Subject to the approval of the county payroll office, the Ohio Public Employees Retirement System, and the Internal Revenue Service, the CCBDD will "pick-up" the employee contribution to the Ohio Public Employees Retirement System in accordance with the plan as approved by the County Council.
 8. Any bargaining unit member who obtains a master's degree in a related field from a fully accredited college or university, will receive a salary increase of 2% to begin as of the first day of a pay period within 20 days of the date that proper documentation is received in the HR department.

- A. Employees must provide an official transcript of a master’s degree in order to qualify for the salary increase.
 - B. An employee may receive a salary increase for one master’s degree only.
 - C. If the 2% increase would increase the employee’s pay to an amount above the maximum salary, the employee will receive the salary increase to the maximum salary and a one-time bonus for the excess amount.
9. Retention Bonus: All employees who are members of the bargaining unit on January 1, 2018, and remain members until July 1, 2020, will receive a bonus of \$300.00 in the first pay check of October 2020.

ARTICLE 35. INSURANCE

1. Health Care

The CCBDD will provide full basic health care coverage, single or family, for full-time employees after the waiting period for new employees as provided in paragraph 2.A. Employees will have the following options during the open enrollment period which will occur in November of each year and the choices will include the following:

- A. EPO Plan: The Metro Health Select an exclusive provider organization plan, which includes the following general specifications:
 - 1. The current plan design is available on Infonet under the Human Resources tab. Look for benefits link.
 - 2. \$0 co-pay for office visits for preventative care (per ACA regulations; i.e. annual physicals, well-child visits)
 - 3. \$10 co-pay for each office visit for physical exams, allergy testing, hearing tests, outpatient surgery, specialty care, physical, speech, and occupational therapy (limit of 2 months or 30 visits per therapy).
 - 4. Effective January 1, 2018 co-pay of \$150 for emergency room visits (fee waived if admitted).
 - 5. Ambulance services are included as outlined in A.1.
 - 6. Mental Health outpatient services are included as outlined in A.1.
 - 7. No charge for hospital inpatient care at a Metro Health facility.
 - 8. Detoxification programs are included as outlined in A.1.
 - 9. No charge for home health services, hospice home care/respice care.
 - 10. No charge for skilled care in a skilled nursing facility (limit of 100 days per year).
 - 11. No charge for durable medical equipment.
 - 12. Prescription Drug Co-Pay for a 30 day supply
 - 13.
 - Metro Pharmacy
 - \$3 - Generic
 - \$10 - Formulary
 - \$15 – Non-Formulary

Retail Pharmacy
\$3 - Generic
\$20 – Formulary
\$35 – Non-formulary

13. As of January 1, 2018 there will be a co-pay for specialty drugs of 10% of cost to a maximum of \$100 co-pay for a 30-day supply.
14. Any co-pay of a 30-day supply at a retail pharmacy for a maintenance drug will be doubled (2x) upon the 4th refill of the drug (i.e. \$ 10 co-pay for formulary drug will be doubled to \$20) except for the controlled substance drugs. Not all specialty prescriptions drugs will be available by mail order or in 90-day supply.

The above benefits are subject to the rules and regulations of the EPO plan provider

- B. PPO Plan: The Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organization (PPO).
 1. In-network:
 - a. Deductible: As of January 1, 2014, \$300/\$600. As of January 1, 2018 \$450 single / \$900 Family
 - b. Coinsurance: 90%, employee pays 10%.
 - c. Out-of-pocket maximum of coinsurance amounts will be Effective January 1, 2014, \$1,000 Single/ \$2,000 Family. As of January 1, 2018 \$1500 Single / \$3000 family.
 - d. Office visits and urgent care visits: co-payment of \$20.
 - e. Emergency room: co-payment: Effective January 1, 2014, co-payment of \$75. As of January 1, 2018 \$150, waived if admitted.
 2. Out-of-network (PPO/POS) or Non-referred (HMO):
 - a. Deductible: As of January 1, 2014: \$1125/\$2250. As of January 1, 2018 \$ 1500 single / \$3000 family.
 - b. Coinsurance: 70%. Employee pays 30%.
 - c. Out-of-pocket maximum for coinsurance amounts: \$2,000/\$4,000. As of January \$3000 single/ \$6000 family.
 - d. Emergency room: Effective January 1, 2014 co-payment of \$75. As of January 1, 2018 \$150 co-pay waive if admitted.
 3. Prescription drugs:
 - a. Generic drugs: co-payment of \$10 (30-day supply).
 - b. Formulary brand-name drugs: Effective January 1, 2014, co-payment of \$32.50.
 - c. Non-formulary brand-name drugs: Effective January 1, 2014, co-payment of \$65.

- d. As of January 1, 2018, specialty drugs: co-pay of 10% to a max of \$100 for a 30 day supply.
4. Mail-order prescription drugs:
 - a. Generic drugs: co-payment of \$20.
 - b. Formulary brand-name drugs co-payment for 90-day supply; Effective January 1, 2014, co-payment of \$65.
 - c. Non-formulary brand-name drugs: co-payment of for 90-day supply: Effective January 1, 2014, co-payment of \$130.
 5. Any co-payment for a 30-day supply at a retail pharmacy of a maintenance prescription drug will be doubled 2x) upon the fourth 30-day refill of the drug (e.g., \$10 co-payment for generic drug will be doubled or \$20), except for controlled substance drugs. Not all specialty prescription drugs will be available by mail order or 90 day supply.
 6. The above benefits are subject to the rules and regulations of the PPO insurance plan provider.

2. Premium Cost

A. The CCBDD will pay a portion of the premium cost of basic health care in the employee's second consecutive full month of employment and thereafter.

B. The employees who receive coverage will contribute the following:

January 1, 2018

EPO: Single plan:	Employee pays 5%
Family plan:	Employee pays 11%
PPO: Single plan:	Employee pays 12%
Family plan:	Employee pays 14%

January 1, 2019

EPO: Single Plan:	Employee pays 5%
Family plan:	Employee pays 12%
PPO: Single Plan:	Employee pays 13%
Family plan:	Employee pays 15%

C. The CCBDD will provide a Chapter 125 Plan (Flexible Savings Account), which will permit the pretax treatment of the employee contribution. The CCBDD has the option to deduct the above amounts in one paycheck per month or a proportionate amount in every paycheck.

3. Employing Both Spouses

Prior to January 1, 2019, in the event that the CCBDD employs both spouses, only one spouse may have family basic health care coverage or each spouse may have single coverage.

Effective January 1, 2020, CCBDD will provide coverage to employee spouses as follows:

If CCBDD employs both spouses, only one spouse may enroll in a family plan or each spouse may enroll in a single plan.

There will be a spousal surcharge to enroll in CCBDD coverage. If an employee enrolls his/her spouse in CCBDD health insurance and the spouse is eligible to participate in group health insurance sponsored by his/her employer, the CCBDD employee shall pay a surcharge of \$50 per pay in addition to the employee contribution.

4. No Insurance Option

Each eligible employee who provides documentation of other health care coverage, and does not enroll in any group health coverage will be paid an annual increment of \$1,500.00 if employed full-time. Employees whose spouse is employed by the CCBDD will not be eligible for this incentive. In the event that the employee needs to re-enroll due to the loss of other health care insurance coverage, a proportionate amount of the increment must be repaid to the CCBDD prior to re-enrollment. If an employee resigns within one year of payment, a proportionate amount will be deducted from the final paycheck.

5. Tobacco Surcharge

Effective January 1, 2020 if the employee and or his/her dependents covered under the CCBDD benefit plan have used any tobacco products more than 4 times in the last 6 months and additional surcharge will be assessed. The surcharge will be \$15/pay, aside from the regular premium share. The surcharge may be waived if the employee or eligible dependent enrolls in and completes a smoking cessation program.

An employee's tobacco use will be based on the employee signing an affidavit attesting to his/her tobacco use and/or the eligible dependent's use during the annual open enrollment period.

Tobacco use is defined as:

- Using any tobacco product other than for religious or ceremonial use
- On average four or more times per week
- Within no longer than the past 6 months

Tobacco products would include, but not limited to:

- Bidi
- Chew
- Cigarettes
- Cigars
- Dip
- E-cigarettes
- Hookah
- Pipes

If an employee submits false information or fails to notify CCBDD timely of the change in eligibility, the employee is subject to disciplinary action and will be personally liable to CCBDD for reimbursement of the costs of benefits and expenses associated with falsification.

5. Dental Insurance

A. The CCBDD will pay 100% of the cost of dental insurance coverage, single or family, to all full-time employees. Such coverage will be as described in the Ohio AFSCME Care Plan Booklet with the following specifications:

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

CO-INSURANCE AMOUNTS:

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

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

Hearing Aid Benefit:

The CCBDD shall pay 100% of the cost to full time employees a hearing plan subject to the provision of the Ohio AFSCME Care plan.

6. Life Insurance

The CCBDD will provide \$50,000 in Life, Accidental Death and Disability Insurance, to each full-time employee.

7. Vision Plan

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

8. Part-time Staff Coverage

Thirty (30) hours per week will be considered full-time for purposes of this provision. Part-time employees will have the same waiting periods as identified in Paragraph 1., D, above.

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

- A. CCBDD pays 60% of medical, dental & vision,
- or -
- B. CCBDD pays 0% medical and 100% dental & vision

9. Paid Coverage during Leaves of Absence

The CCBDD will provide up to three (3) months of paid health benefits to an employee on an unpaid medical leave of absence.

10. Change of Carrier(s)

The CCBDD may change carrier(s) for any of the insurance programs contained herein provided that there is no change in any of the deductibles, co-pays or out-of-pocket expenses or levels of coverage as provided in current policies. The CCBDD will provide one copy of each signed contract and policy entered into between the CCBDD and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of the existing contracts will be provided to the Union within one week of ratification of this Agreement by both parties. The Union will be notified thirty (30) days in advance of any change in carrier(s) and will be provided copies of any contracts subsequently entered into by the CCBDD within one week after they are received by the CCBDD.

11. Administrative Offset

- A. If an employee is covered with a family medical plan, but is only eligible for a single plan and has not **provided proper documentation** to the CCBDD or its vendor within 30 days of the loss of the dependent, the employee will be responsible for repayment of the excess costs incurred by CCBDD. The offset may be accomplished by salary reduction, if the employee chooses this option.

Acceptable documentation would be official court paperwork, preferably the decree for divorce or annulment, first and last page with received filing date. If notification and documentation is received after 30 days the insurance carriers have the option of reversing out claims that have been paid after the qualifying event.

- B. The CCBDD will have a positive reenrollment twice during the term of this contract. Employees will be required to provide proof of dependent eligibility.

12. Auto Insurance

CCBDD will be responsible for notifying employees of any change(s) in the CCBDD Auto Insurance Policy, which may affect the Bargaining Unit.

13. Wellness Activities

A. The CCBDD shall provide mutually agreed wellness activities/programs for employees at shared/reduced cost to the employees as follows:

- Employee assistance program (free to employees);
- Commercial Weight management / reduction program (3 months)
- Smoking cessation program provided by healthcare providers
- Health risk appraisals (once every four (4) years); and
- Flu shots.

B. Bargaining unit members may request reimbursement for a fitness club membership, a city recreation department fitness center membership or YMCA to a limit of \$120 per person, per year.*

C. Requests shall be directed to the CCBDD Wellness Coordinator or his/her designee for review. The employee will submit reimbursements with a minimum amount of \$30 per request to the CCBDD Wellness Coordinator in the month of October of each year. The budget limit for these requests for the bargaining unit is \$10,000 per year. The reimbursement amount will be paid in November of each contract year.

*Note: An employee cannot be reimbursed for any amount that has been paid by a health care insurer.

Health Care Committee

1. The CCBDD and the Union shall maintain the Health Care Committee composed of two (2) bargaining unit members appointed by the Union. This committee will not be a decision making body.

2. The purpose of the committee being to explore and share current and future health insurance coverage options and trends that maintain the highest possible level of benefits obtainable at a cost effective premium. CCBDD agrees to provide utilization reports on an annual basis consistent with the requirements for confidentiality under HIPAA. The committee will meet at least 2 times per year with a minimum of once with the CCBDD consultants to discuss concerns and raise questions.

3. The Committee shall submit its recommendations annually on these matters to the CCBDD and the Union not later than July 1st in any contract year. Should the Health Care Committee make recommendations regarding a health care issue that require negotiation between the Union and the CCBDD, both parties will give due regard to the recommendations of the Health Care Committee when negotiating that issue.

ARTICLE 36. DISABILITY PAY

1. If a permanent staff member is ill or injured and unable to perform his/her job, then he/she may be eligible for disability pay. The following conditions shall apply.
 - A. The staff member must provide a physician statement which verifies the illness/injury and which indicates that the staff member is unable to work. The CCBDD shall have the option of having the staff member examined by a CCBDD physician at no expense to the staff member. The decision of the CCBDD physician, if medical opinions differ, shall be final.
 - B. The staff member must be unable to perform his/her job regardless of any reasonable accommodation and must be unable to perform any job in the bargaining unit for which he/she might be qualified.
 - C. The staff member must have been absent due to this temporary disability, for a period of ten consecutive work days (elimination period). In the event of recurring absences due to the same disability, no more than one elimination period per condition per year will be required.
 - D. The staff member shall not have accumulated sick leave and/or personal leave of more than ten days.
 - E. If a staff member requests temporary disability on a second occasion, and has been paid for sixteen weeks of disability in a prior year for the same condition, he/she must apply for permanent disability with a state retirement system, if eligible.
2. Temporary Disability Benefits
 - A. Disability pay shall be at the rate of 70% of regular bi-weekly rate to a maximum of \$800 per week for a period not to exceed 20 weeks.

This period may be consecutive or non-consecutive work days.
 - B. There shall be no more than twenty (20) weeks of disability pay for any person in any contract year.
 - C. The CCBDD shall allocate an expenditure of \$60,000 per year for disability pay for the bargaining unit. When expenditures of \$60,000 have occurred in any contract year, additional requests for payment may be denied. The CCBDD's liability for disability pay shall not exceed \$180,000 for the entire bargaining unit for the duration of this labor agreement. No individual will receive benefits exceeding 40 weeks of disability pay during any three year period for the same diagnosis.
 - D. A staff member may not receive temporary total disability benefits (worker's compensation) and disability pay for the same period.

- E. A staff member shall not earn sick leave, personal leave or other paid leave during a disability pay period. Disability leave shall not constitute a break in service for seniority purposes.

3. To Apply for Disability Pay

Staff members shall complete a CCBDD Leave form, attach a physician's statement and contact the Director of Human Resources.

Staff members shall complete a CCBDD Leave form, attach a physician's statement and contact the Director of Human Resources.

ARTICLE 37. SEVERANCE PAY

1. An employee who has five years of service with the CCBDD, preceding retirement, may elect to receive of the current cash value of his/her sick leave upon retirement to a maximum of 1406.25 hours at 50% of pay in 2018, 1200 hours at 50% of pay in 2019, and 1000 hours at 50% of pay in 2020. Severance pay may be reduced if the employee retires under an Early Retirement Incentive Program (E.R.I.P.).
2. When an employee resigns from the CCBDD, the Human Resources Division will provide a form which will allow employees to withdraw their contributions from OPERS or STRS. An employee may choose not to withdraw their contributions.

ARTICLE 38. MILEAGE AND OTHER REIMBURSABLE EXPENSES

1. Employees who use their personal automobiles in the course of employment or while on approved professional leave shall be reimbursed at the prevailing IRS rate. If the mileage rate is increased for other CCBDD bargaining or non-bargaining staff during the life of this Agreement, it shall also be increased for the members of the Union.
2. Meals shall be reimbursable only if they are out-of-county meals during a necessary business trip. Receipts shall not be required. The meal limit shall be \$50.00 per day.

If the meal reimbursement rates are increased for other CCBDD bargaining or non-bargaining staff during the life of this Agreement, it shall also be increased for members of the Union.
3. Business calls, outgoing and incoming, made or received on a car phone or other personal telephone shall be reimbursable, if proper documentation is provided.
4. Parking and toll expenses which are necessary business expenses shall be reimbursable. The CCBDD and the Union jointly agree to re-negotiate the parking expenses for employees at least 30 days prior to change in the current parking.
4. Upon request, the CCBDD shall provide a cellular phone to any bargaining unit member who requests a phone. Those employees who choose to obtain their own phones shall

have the monthly service fee reimbursed up to a maximum of the current CCBDD monthly group service rate.

5. When using the Work-At-Home option during the regular work week, (Monday-Friday), mileage on this first appointment trip that exceeds the employee's normal commute mileage is reimbursable. All work-related mileage accumulated on the weekends and holidays under this provision is fully reimbursable.

The CCBDD and the Union jointly agree to re-negotiate the parking expenses for employees at least 30 days prior to any change in the current parking.

ARTICLE 39. COURSEWORK REIMBURSEMENT

1. The CCBDD shall reimburse employees for actual expenses for tuition fees for approved courses and/or training that are taken in a live classroom environment or with a distance learning component to a maximum of \$5,000 per contract year. Coursework must be taken from a fully accredited college or university.
2. Courses which are specifically related to the employee's position or are necessary to meet certification requirements will be approved. Courses will be considered that will offer the employee growth and development opportunities for any and all position within the CCBDD.
3. Employees are encouraged to submit coursework for pre-approval with the Human Resources department. If the staff member does not request and receive pre-approval, coursework reimbursement cannot be guaranteed. Requests for approval and reimbursement must be submitted within 3 months of course completion. Approval or rejection will be received in ten (10) days.
4. The employee must receive a letter grade of "C" or better or Pass in P/F option in order to be reimbursed.

ARTICLE 40. REIMBURSEMENT FOR MEMBERSHIP DUES OF PROFESSIONAL ORGANIZATIONS

The CCBDD shall reimburse employees up to \$300 per year per employee of the cost of membership in one or more approved professional organizations. Authorization for payment shall be made upon presentation to the Human Resources Director of the original check, money order, or receipt. The Director of Human Resources shall have the authority to approve or deny organizations for which this reimbursement will be paid.

ARTICLE 41. DIRECT DEPOSIT OF PAYCHECKS

An employee shall have his/her paycheck "direct deposited" into an account of his/her choice that is approved by the Cuyahoga County Auditor.

ARTICLE 42. SUBCONTRACTING

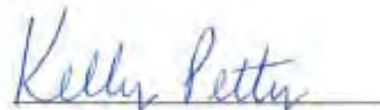
Except for changes due to State mandate, the CCBDD will not subcontract work currently being performed by members of the bargaining unit if the result of such action would be a layoff of members in the bargaining unit.

ARTICLE 43. DURATION, EFFECT, AND FORM OF AGREEMENT

- A. The Agreement shall take effect January 1, 2018 and remain in full force and effect through December 31, 2020.
- B. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.



Becky Williams
SEIU Dist. 1199 President



Kelly Petty
CCBDD Superintendent

APPENDIX A: SA LATERAL TRANSFER REQUEST FORM

PRINT NAME:

CURRENT WORK LOCATION:

I am interested in a lateral transfer to the following LOCATION (s). Do NOT check your current WORK LOCATION:

Northwest

Mid-Central

Northeast

Southeast

North Central

Southwest

Virtual Region*

This information will be maintained in a Support Administration Department database. All Support Administration Management, Department of Human Resources and union officials will have access to this information. If you want to make changes you must submit another form.

This lateral transfer request form will be active only for the current contract year. Therefore, if you are still interested in a lateral transfer to a different work location, you must re-submit after the end of the current contract year. Please refer to Article 11B of your bargaining unit contract for additional information.

If you want to indicate your reasons for requesting a lateral transfer, please do so on the reverse side of this form; however, please note that this is optional. RETURN THIS FORM TO _____, DONZELLA ADMIN. BLDG.

Sign and date below before returning.

X _____
EMPLOYEE SIGNATURE DATE

** The virtual location is a pilot program subject to elimination or restructuring.*

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