

# **CONTRACT**

08/03/2020 2285-02 19-MED-09-0926 39339

#### **Between**

# COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

And

# **WEAVER WORKSHOP AND SUPPORT ASSOCIATION**

January 1, 2020 - December 31, 2022

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# **PREAMBLE**

The Employer and its negotiating team and the Union and its negotiating team shall reaffirm their commitment to good labor relations.

In furtherance of that commitment, the Labor/Management Committee shall meet and attempt to function as intended and required by this Contract.

#### <u>ARTICLE I – STATEMENT OF RECOGNITION</u>

- A. The Summit County Developmental Disabilities Board (hereinafter "Employer") hereby recognizes the Weaver Workshop and Support Association, OEA/NEA (hereinafter "WWSA" or "Union") as the sole and exclusive representative of the Employer's employees as hereinafter defined for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.
- B. Whenever the term "employee" or "employees" is used in the Contract, it shall mean only such person or persons as are employed as full-time, temporary, part-time, and substitute by the Employer in any of the following classifications:

Account Clerk
Administrative Assistant
Billing Specialist
Clerk
Communications Coordinator
Computer Support Specialist
Creative Services Coordinator
Custodial Worker I, II
Facilities Assistant

Fiscal Billing Specialist
Help Desk Coordinator
Lead Maintenance Worker
Maintenance Worker
Payroll & Systems Specialist
Purchasing Clerk
Records Specialist
Shipping and Receiving Clerk
Utilization Review Coordinator

- C. The bargaining unit shall not include management level personnel, supervisors, confidential, casual or seasonal employees as defined in Chapter 4117, Ohio Revised Code. Newly created positions excluding those listed in the preceding paragraph shall be classified by the Employer.
- D. If the Employer creates a new job classification during the life of this Contract which it believes to be includable in the bargaining unit, the Employer shall notify the Union and meet with it in an effort to agree upon an appropriate designation. Disagreements over the pay designation will be resolved in accordance with the grievance/arbitration provisions of this Contract on an expedited basis.
- E. If the Employer creates a new job classification during the life of this Contract which it does or does not believe is includable in the bargaining unit, the Employer shall notify the Union President within ten (10) workdays. The position shall be posted only after notifying the Union. The Union may either petition the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Chapter 4117 to seek the addition of the classification to the bargaining unit or else submit the dispute to binding arbitration, but not both.

F. In the event the Board brings back any of the positions that were eliminated from the 2013-2015 contract, that was extended until December 31<sup>st</sup> of 2019, positions shall be returned to the bargaining unit.

# **ARTICLE II - NEGOTIATION PROCEDURE**

#### A. **DEFINITIONS**

- 1. Issues of bargaining shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Contract.
- 2. "Days" -- For purposes of this Article II, the term "days" shall mean calendar days unless otherwise indicated.
- 3. "Good Faith" -- All discussions shall be in "good faith", meaning both parties pledge that they shall consider all issues submitted to the discussion procedure with intent to reach agreement on a total package.
- 4. "Negotiations" means conferring and exchanging thoughts and ideas by the Employer through its designated representatives and the WWSA through its designated representatives for the purpose of reaching an agreement.
- 5. "Tentative Agreement" means that as subjects of negotiations between the negotiating teams are agreed to, said agreement shall be reduced to writing and initialed by the designated representative of each team. Such initialing shall not be construed as a final agreement between the representatives until all items have been so initialed.
- 6. "Caucus" -- Either negotiating team, upon giving notice to the other team, may go into caucus at any time during the negotiating sessions.

#### B. **PROCEDURE**

- 1. Negotiations for a successor Contract may be initiated by a Notice to Negotiate from one party to the other of intent to negotiate a successor Contract. Such notice shall be given no sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Contract. A copy of the Notice to Negotiate shall be filed by the initiating party with the State Employment Relations Board (SERB).
- 2. Upon receipt of the Notice to Negotiate, the receiving party will respond within five (5) calendar days, will acknowledge the receipt of the Notice to Negotiate, and will name the representative to contact concerning arrangements for establishing the initial negotiating session.

3. The first negotiating session will be held within thirty (30) days of the Notice to Negotiate. During the negotiating period, either party may offer modifications or amendments to the Contract, regardless of whether that party served the Notice to Negotiate under this Article.

#### 4. **Conducting Negotiations**

- a. The Union and the Employer shall each select its own negotiating team. The Union team will include not more than four (4) bargaining unit members who are employed by the Employer and one (1) non-employee representative of the Union. The negotiating team for the Employer will include not more than four (4) members. The Union and the Employer will exchange in writing the names of their authorized negotiating team representatives. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.
- b. In the event that either the Employer or the Union plans to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be made known to the other party. In no event will either party be entitled to have more than six (6) persons, inclusive of resource persons, at any negotiating session.
- c. Negotiation sessions will be conducted as frequently as the parties determine necessary. The time, place and date for negotiating sessions will be established by mutual agreement. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party except in emergency situations.
- d. In the event the parties agree to a starting time for any session commencing prior to the end of the work day, it is agreed that the Employer will compensate up to four (4) Union negotiating employees by providing them time off their regularly scheduled work to participate in the contract negotiations at the bargaining table without loss of pay. However, in such event, the Union team will include not more than four (4) employee members and one (1) non-employee representative. In no event shall either party be entitled to have more than six (6) persons, inclusive of resource persons, at the negotiating table.
- e. Each party is responsible for taking its own notes during negotiations. No mechanical records of the session will be permitted.

- f. All negotiating sessions shall be in Executive Session, meaning: only members of the negotiating teams, resource persons as provided for in this procedure, and others as mutually agreed to between the negotiating teams shall be in the room in which the negotiating session is being held.
- g. The Employer and the Union agree to provide the other, upon request, with pertinent information in areas that may be discussed during the negotiating period.

#### 5. **Agreement**

- a. Within thirty (30) days (unless both teams agree to an extension) after tentative agreement has been reached on the entire Contract, said Contract shall be reduced to writing and submitted to the Union for ratification. If ratified by the Union, within thirty (30) days (unless both teams agree to an extension), the proposed contract shall be submitted to the Board for its adoption at the next regularly scheduled Board meeting or special Board meeting.
- b. Once the Contract has been ratified by both parties, it shall be signed by the Board Chairperson and the Union President. A properly executed copy shall be sent by the Union to SERB within thirty (30) days.

#### 6. **Disagreement**

- a. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session.
- b. The parties may submit, at any time prior to the expiration date of this Contract, all unsettled issues in dispute to mediation. The parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and SERB that the issues in dispute are being submitted to mediation and request a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from FMCS shall be the sole dispute resolution procedure of these parties.
- c. In the event the parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Contract, the exclusive representatives shall have the right to proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code. During this ten (10) day period after the expiration of the Contract, either party may request continuation of mediation and negotiations.

#### C. **MISCELLANEOUS**

- 1. At the conclusion of each session, both teams shall agree to a time, place and date for the following session(s).
- 2. Neither party shall make a statement concerning negotiations or any matter relating thereto to the news media until formal impasse is reached between the parties.
- 3. All proposals for negotiations shall be submitted by the parties at the first meeting. No new issues shall be submitted thereafter except by mutual agreement. All proposals and counter proposals shall be submitted in writing.
- 4. Any amendment or agreement supplemental herein shall not be binding upon either party unless executed in writing and ratified by both parties hereto. The terms and conditions of this written Contract shall supersede any prior agreements, whether written or oral. Neither party shall be bound to any past practice that is not reduced to writing and made a part of this Contract.

#### D. <u>MID-TERM BARGAINING PROCEDURES</u>

- 1. The procedures in this article may be used upon request by either party as the dispute resolution process for any mid-term bargaining subject upon which the parties have otherwise failed to reach an agreement.
- 2. Requests for bargaining shall be made in writing and shall specify Article II Mid-term Bargaining Procedures. If either party specifies that "time is of the essence," then bargaining shall commence within seven (7) workdays.
- 3. If mid-term bargaining does not result in agreement between the parties within forty-five (45) days of the first bargaining session, either party may request the services of a mediator through the Federal Mediation Conciliation Service for the purpose of mediating an agreement. The mediator shall only have authority to assist the parties in reaching an agreement.
- 4. If the parties fail to reach agreement over the affected provision in mediation, the statutory dispute resolution procedure shall be utilized to resolve the dispute.

#### <u>ARTICLE III – GRIEVANCE PROCEDURE</u>

#### A. **DEFINITION**

A "grievance" is a claim alleging a violation, misinterpretation, misapplication or misunderstanding of any provision of this Contract.

#### B. **RIGHTS OF THE GRIEVANT**

- 1. A grievant may appear on his/her own behalf or may be represented at all steps of this procedure by a designated representative of the Union.
- 2. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of employees, it may be submitted at Step II described herein.
- 3. The fact that a grievant filed a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
- 4. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.
- 5. The WWSA has the right to be in attendance at any level of the grievance procedure.
- 6. The WWSA may file a grievance on its own behalf when such grievance involves the rights of the Union as specified in this Contract. Such grievance shall start at Step II.
- 7. If a decision is not appealed within the time limit specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step.

# C. STEP I – INFORMAL CONFERENCE WITH SUPERVISOR

- 1. To assure prompt attention, an employee may request a conference with his/her supervisor within fifteen (15) working days of the event prompting the problem, or within fifteen (15) working days from the date he/she could reasonably have expected to know of the event prompting the problem.
- 2. A conference between the grievant and the supervisor to discuss the problem shall be held within ten (10) working days after it has been requested. The supervisor shall give his/her decision to the employee within ten (10) working days after the conference.

# D. STEP II - FORMAL INVESTIGATION AND REVIEW BY THE DIRECTOR OF LABOR RELATIONS AND/OR STEP I OF A CLASS ACTION GRIEVANCE

- 1. If dissatisfied with his/her supervisor's decision or if no decision has been rendered within the time limits provided, the employee may submit a written statement within ten (10) working days which shall be reviewed and investigated by the Director of Labor Relations. The grievant shall provide the President of the WWSA with a copy of the written grievance within the same time frame.
- 2. Within ten (10) working days after the Director of Labor Relations' receipt of the written appeal, a conference between the grievant, his/her Union representative(s) [no more than two (2)], and representatives of the Employer shall be scheduled. A written disposition of the meeting shall be forwarded to the Union President (or designee) and the grievant within ten (10) working days of the meeting.

#### E. **STEP III – GRIEVANCE FORUM**

A grievance forum committee consisting of two (2) union representatives and two (2) management representatives will attempt to arrive at a resolution of the issue(s) in dispute.

- 1. If the grievant is not satisfied with the disposition of the grievance at Step II, he/she shall, within ten (10) working days of the receipt of such decision, submit the grievance, in writing, to the Director of Labor Relations.
- 2. The Director of Labor Relations shall, within ten (10) working days of the receipt of the appeal, schedule a grievance forum meeting within a reasonable period of time which is mutually convenient to all parties.
- 3. If the parties are unable to resolve the issue(s) within the grievance forum, the Director of Labor Relations shall issue a written statement to that effect and forward the same to the grievant and the Union President or designee.

#### F. STEP IV – ARBITRATION

- 1. If the grievance is not satisfactorily resolved at Step III, it may be submitted to arbitration upon the request of either party. The notice of intent to arbitrate must be submitted in writing to the Director of Labor Relations within ten (10) working days of the action taken on the grievance under Step III of this procedure.
- 2. The party issuing the notice of intent to arbitrate shall submit a Demand for Arbitration to the Federal Mediation and Conciliation Service (FMCS) requesting only AAA arbitrators within thirty (30) calendar days of the

date on the notice of intent to arbitrate, with a copy served simultaneously on the opposing party. Any Demand for Arbitration must be filed within this period or the grievance shall be considered settled with the Step III response. The demand shall request a list of seven (7) arbitrators. Within fifteen (15) working days of the receipt of such list, the WWSA representative and Employer representative shall select an arbitrator by alternately striking a name from said list until only one (1) name remains. The parties agree to be governed by the FMCS voluntary labor arbitration rules. The use of FMCS is a pilot program subject to renegotiation at the expiration of this Agreement.

- 3. The arbitrator shall limit his/her decisions strictly to the interpretation(s), application, or enforcement of the specific Article(s) and section(s) of the Contract at issue, and he/she shall not add to, subtract from, or modify any term of this Contract in his/her decision.
- 4. The arbitrator's written decision resulting from a hearing shall be final and binding on the Employer, WWSA, and the employee. Copies of the award shall be given to the grievant, Superintendent, and WWSA. The award, if in favor of the grievant, shall be promptly implemented by the Superintendent.
- 5. The cost of services of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room shall be shared equally by the WWSA and the Employer. The fee of a court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit employee whose attendance is required for such hearing shall not lose any pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.
- 6. Arbitration Alternative Grievances unresolved at Step III can, by mutual agreement, be submitted to a permanent umpire selected by the parties for final and binding resolution. A hearing shall be promptly scheduled, although the parties may agree to schedule the umpire in such a way as to hear more than one grievance on the same date. Hearings shall be informal, and include a presentation of facts and observations by persons who have first-hand knowledge of the issue, and discussion.

  When the umpire is satisfied that he/she understands the facts and the issue, the hearing will be concluded. The umpire will issue a written decision within five (5) days. The umpire shall not be discouraged from attempting to mediate the dispute either at the hearing or prior to the due date for the issuance of the decision. The costs of services of the umpire and the fee of the umpire shall be shared equally by the WWSA and the

Employer.

#### G. **DISCIPLINARY ACTIONS WHICH ARE NOT ARBITRABLE**

1. Verbal reprimands are not arbitrable.

#### <u>ARTICLE IV - RIGHTS OF INDIVIDUAL</u>

#### A. FREEDOM OF UNION

Each employee shall be free to join or not to join the Union. The Employer and the Union agree not to discriminate or take reprisals against any employee in any respect by reason of that employee's: (1) membership or non-membership in the Union or (2) participation or non-participation in (a) any activities of the Union, (b) collective professional negotiations for the Union, and (c) any grievance.

#### B. **RIGHT OF REPRESENTATION**

All employees have the right to present a problem or complaint to an appropriate administrator at any time. If desired by the employee, a Union representative may accompany the employee presenting the problem or complaint.

#### C. **NON-DISCRIMINATION**

No person or persons responsible to the Employer or the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, creed, national origin, sex, sexual orientation, marital status, handicap, age, employee organization or political affiliation. The Employer and the Union agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters and may seek guidance and/or counsel from appropriate agencies at the option of the Employer or the employee.

#### D. **PERSONAL LIFE**

The personal life of an employee shall not be considered an appropriate concern of the Employer except as it affects her/his status as an employee of the Employer.

#### E. **HEALTH AND SAFETY**

- 1. The Employer shall provide safe and healthful working conditions for all employees at each work site and facility in or around which employees have assigned responsibilities. The Employer will implement appropriate measures to mitigate threats to safe and healthful working conditions, which may include evacuation of all or part of a building. The WWSA President shall have the right to appoint one member to the Agency Safety Committee.
- 2. <u>First Aid/CPR</u> The Employer shall ensure that there is reasonable access to adequate First Aid kit(s) at each work site, which shall be maintained at designated locations. First Aid, CPR, and behavior support training shall

- be provided by the Employer to employees required to have such training, at no cost to employees.
- 3. The Employer shall maintain a program of infectious and communicable disease control in accordance with all applicable laws.
- 4. <u>Vaccinations</u> A Hepatitis B vaccination will be given to those employees who request a vaccination. Any employee who refuses to be vaccinated shall sign a waiver which holds the Employer harmless of any liability.

# <u>ARTICLE V - RIGHTS OF UNION</u>

#### A. <u>UNION DUES/PAYROLL DEDUCTIONS</u>

- The Employer will deduct regular monthly dues bi-weekly, in the amount certified in writing to the Employer by the Treasurer of WWSA, from the pay of any employee who timely executes the Union's Authorization Form. The Employer also agrees to deduct from the wages of any employee who is a member of the Union a separate deduction for a contribution to OEA/NEA FCPE as provided for in a voluntary written authorization submitted by the employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 2. Payroll deductions shall be made bi-weekly during which an employee is in active pay status. In order to commence check off, the authorization card must be submitted to the Payroll Supervisor by the tenth (10th) day of a month in order to commence deductions for the following month.
- 3. Employees who complete Dues Deduction Authorization Cards will have their dues deducted. By August 10<sup>th</sup> of each calendar year, the Union Treasurer shall certify to payroll the status of each employee (i.e., Union Member or not). Throughout each year, the Union will periodically inform payroll of the status of newly hired employees.
- 4. The Union agrees that it will indemnify and hold the Employer harmless from any and all actions or claims arising out of any action taken or not taken by the Employer for the purpose of complying with paragraph 1 above, and assumes full responsibility for the disposition of the dues to be deducted once they have been turned over to the Union.

- 5. Any employee who elects to become a member of the Union as of the effective date of this Contract or elects to become a member during the term of this Contract shall remain a member in good standing, subject to the right of each member to revoke his/her membership at the same time as specified in paragraph 1, above.
- 6. On or before September 1st of each year, the Treasurer of WWSA will provide the Payroll Supervisor with a list of all employees paying Union dues through payroll deduction with the amount for each. The employees shall have the right to participate in the Ohio Deferred Compensation Plan, to the extent allowed by law.

#### B. **UNION BUSINESS**

- The Superintendent will approve reasonable requests to participate in Union meetings not to exceed a combined total of five (5) days, to be used in one-half day increments, in each work year in order that Union delegates may attend or participate in any Union meeting sponsored by the State, Regional or National Association. Such requests must be made through the Director of Labor Relations at least two (2) weeks in advance of the scheduled meeting.
- 2. Delegates on such leave will incur no loss of wages.

#### C. **EXCLUSIVE RIGHTS**

The Employer shall grant such exclusive rights necessary to provide for proper representation of employees, including use of a designated bulletin board at each site and use of employee mailboxes and e-mail.

#### D. **USE OF EMPLOYER FACILITIES**

The Union shall be entitled to use Employer facilities at no charge upon prior approval of the Superintendent or designee after written request is submitted by the Union at least forty-eight (48) hours in advance. Union use of workshop facilities shall be subject to Employer adopted regulations.

WWSA officers shall be authorized to use office equipment when such equipment is not otherwise in use and with prior approval of the Superintendent/designee.

#### E. **EMPLOYER POLICY BOOK**

The Employer policy book is available on the Employer's website.

#### F. **NEW EMPLOYEES**

The Employer will provide the Union President and Treasurer with the biweekly change in personnel status report. The notice will show name, primary work location, classification, and effective date of hire.

#### G. **UNION TIME**

- 1. The Union shall be allowed up to five (5) hours per week during which its representatives may investigate grievances and conduct Union business during regularly scheduled hours of work. Furthermore, no individual shall utilize more than three (3) hours of said time in any one (1) week. The indicated time shall be specifically accounted for by the Union representative with his/her supervisor. No representative shall leave his/her assigned work area without first notifying his/her supervisor. No representative shall interfere with another employee during the employee's regularly scheduled hours of work.
- 2. A WWSA representative may use thirty (30) minutes during the new employee orientation process to address new bargaining unit employees. This opportunity includes a general meeting and distribution of union materials. New employees shall receive a copy of this Contract, and a packet of materials provided by the Union President or designee, from the Human Resources Department.
- 3. The Union President shall submit weekly accounting of the use of union time to the Director of Labor Relations. This shall include the name of each Union member and the time involved for each.
- 4. Aside from the union time delineated in Section H 1 above, the President and Grievance Steward will be permitted to attend arbitration hearings without loss of time or pay.

#### H. **AGENDAS**

The Union President will have electronic access to Board packets, agendas, and approved minutes of the Board meetings.

#### I. **PRINTING AND DISTRIBUTION**

Within thirty (30) days after this Contract is signed, copies shall be printed and distributed to each employee by the Union. The expense of printing and distributing one hundred (100) copies shall be borne equally by the Union and the Employer.

#### J. **UNION REPRESENTATIVE ACCESS**

OEA professional staff shall have the right to contact employees during off duty time (before and after work hours and during lunch break) on Employer premises. Such contacts shall not interrupt work time of employees. The OEA professional staff and Union officers shall report to the building office to notify the appropriate administrator when visiting work locations other than their own. Upon prior approval of the Superintendent/designee, Union representatives may meet with employees and/or the Administration during duty hours.

2. To facilitate employment relationships and to provide for a means of better communication and understanding amongst the Employer, its management, its employees, and the Union, without the necessary utilization of the contractual grievance arbitration machinery, a Labor-Management Committee will be established. Said Committee will meet at least once every three (3) months at a time, date and place agreed upon by the Superintendent/designee and the Union President. At said meeting, the Employer and the Union shall be permitted no more than three (3) representatives unless mutually agreed otherwise prior to said meeting. Meetings may be convened more frequently upon mutual agreement of the parties at a mutually convenient time and place.

#### K. UNION STORAGE

The Employer shall provide the Union with a lockable filing cabinet at a designated location where space availability exists. Such filing cabinet shall be accessible during normal working hours and shall be located in close proximity to the Union President.

#### L. **ANNOUNCEMENTS**

The Union will have the opportunity to make announcements at general staff meetings so long as notice is provided to the department director/designee in advance of the meeting. The Union President/designee may use the Employer's email to communicate to members, in a manner that does not interfere with Employer operations and that complies with Employer policy.

#### M. **TELEPHONE**

Union officers and representatives shall have the right to reasonable use of the Employer telephone in order to carry out their official Union responsibilities, provided such use does not interfere with program operations. Cost of such calls to be borne by the Employer except for long distance calls.

#### N. **MAILBOXES**

The Employer and the Union will be the only authorized units to place material in staff mailboxes.

#### O. **INTEROFFICE MAIL**

Union officers and representatives shall have the reasonable use of the interoffice mail system for distribution of Union material.

#### P. **BULLETIN BOARDS**

Authorized representatives of the Union shall have the use of a bulletin board in the lounge area at all work sites where employees work, where possible.

#### Q. **COPYING COSTS**

Copies of all documents to which the Union has a legal right shall be supplied to the Union by the Employer upon Union request and at a reasonable cost.

# **ARTICLE VI - RIGHTS OF THE EMPLOYER**

- A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and the United States, including but not limited to the rights identified in Ohio Revised Code 4117.08 (C) which is specifically incorporated herein by reference. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract.
- B. No agreement alteration, understanding, past practice, variation, waiver or modification of any of the terms or conditions or covenants contained in this Contract shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.
- C. The Union recognizes that the Employer may promulgate reasonable policies, procedures, directives and work rules. However, before implementing any new policies, procedures, directives or rules, the Employer shall reduce same to writing and provide a copy to the Union at least ten (10) working days prior to implementation, except in the event of an emergency. The reasonableness of any Employer-adopted policy, procedure, directive, or work rule, or application of same, shall be subject to review in the grievance procedure.

# ARTICLE VII WORK SCHEDULES/EMPLOYMENT PRACTICES AND CONDITIONS

#### A. **WORK SCHEDULE**

1. <u>Regular</u> - The normal work schedule for regular full-time employees shall be eight (8) contiguous hours per day, Monday through Friday. The workday for the classifications of

Account Clerk
Administrative Assistant
Billing Specialist
Fiscal Billing Specialist

Purchasing Clerk Records Specialist Shipping & Receiving Clerk Utilization Review Coordinator

shall begin, depending upon the location or job demands, at a designated starting time within the hours of 7:00 a.m. and 9:00 a.m. The normal workday will end eight (8) hours later within the hours of 3:00 p.m. and 5:00 p.m. The normal work week for Regular employees shall be forty (40) hours, Monday through Friday.

2. <u>Regular– Alternate Hours</u> - The normal workday for Custodial Worker I/II employees shall be eight (8) contiguous hours between the hours of 6 a.m. and 12 midnight.

Scheduled events requiring Custodial Worker I/II coverage outside of the normal workday shall be covered by Custodial Worker I/IIs who work alternative shifts on those occasions. The alternative shifts shall encompass the required hours and shall not require additional hours beyond eight (8) in a shift.

On a monthly basis, the Facilities Manager shall meet with the Custodial Worker I/IIs to schedule such coverage for the following month. Custodial I/IIs shall provide such coverage on a seniority rotation basis.

The normal workweek for Regular– Alternate Hours employees shall be forty (40) hours, Monday through Friday.

3. <u>Flexible Hours</u> - The hours worked by employees in the following classifications are flexible based upon the operational needs of the Employer:

Communications Coordinator Creative Services Coordinator Help Desk Coordinator Lead Maintenance Worker Maintenance Worker Payroll & Systems Specialist

Changes in work schedules in the aforementioned positions shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. In the event an employee in one of the aforementioned positions faces displacement on account of a change in schedule which the employee cannot accommodate, representatives of the Employer and the Union will meet to discuss available options.

A flexible schedule shall be defined as a schedule which reflects a change in the hours worked each day from week to week while maintaining the total hours (40) prescribed within this Contract. Any employee who works a flexible schedule shall be normally scheduled to have two consecutive days off each week. Lunch and break periods shall be provided as dictated by the operational needs of the duties performed for the persons served. Employees, including Maintenance Workers, who work flexible schedules shall have their weekly schedules approved by their supervisors five (5) calendar days prior to becoming effective.

The normal workday for Maintenance Workers shall be eight (8) contiguous hours between the hours of 4:00 a.m. and 7:00 p.m. The normal workweek for Maintenance Worker employees shall be forty (40)

hours, Monday through Friday. If Maintenance Worker employees are required to work in addition to working their normal eight (8) hour shift, such additional hours shall be paid at the overtime rate as long as their total hours per week exceed 40 hours.

- 4. <u>Clerks</u> Normal work hours for the Clerk classification shall be designated between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Hours worked will normally be between six (6) and eight (8) hours per day, and will vary by assignment. Employees working an eight (8) hour day shall be allocated a one (1) hour lunch. Employees working at least six (6) but less than an eight (8) hour day shall be allocated a thirty (30) minute lunch period and one (1) fifteen (15) minute break period. Employees working at least a four (4) but less than six (6) hour day shall be allocated a thirty (30) minute lunch period, as dictated by the operational needs of the Employer.
- 5. <u>Computer Support Specialist</u> Normal work hours for the Computer Support Specialist classification shall be up to 25 hours per week with a flexible schedule. Employees working an eight (8) hour day shall be allocated a one (1) hour lunch. Employees working at least a six (6) but less than an eight (8) hour day shall be allocated a thirty (30) minute lunch period and one (1) fifteen (15) minute break period. Employees working at least a four (4) but less than a six (6) hour day shall be allocated a thirty (30) minute lunch period, as dictated by the operational needs of the Employer.

#### B. **LUNCH PERIOD**

Except as specified above, employees shall be allocated a one (1) hour lunch period in their regular eight (8) hour day.

#### C. CHANGES IN WORK SCHEDULES

1. Work schedules are defined as an employee's assigned hours of the day and days of the week. Changes to an employee's work schedule shall be made only to meet the operational needs and shall not be made arbitrarily. A minimum of ten (10) working days written notice shall be provided to an employee (and the Union) affected by a work schedule change except when changes are necessitated by unforeseen situations. In the event an employee responds within three (3) days of notice of a work schedule change that he/she cannot accommodate a particular change in his/her work schedule, the Employer will seek to find another qualified employee to meet the particular operational need. If the Employer is unable to find another qualified employee to meet this operational need, the Employer may assign the least senior qualified employee in the classification to perform the needed duties on the changed work schedule.

2. Should the parties disagree and should the employee and/or the Union believe that there is no operational need and/or such change is arbitrary, a grievance will be filed at Step IV of the grievance procedure. The only bases for a grievance shall be whether or not the Employer selected the least senior qualified employee, or whether or not changes were necessitated by unforeseen situations.

The parties will jointly select an arbitrator to hear the case. If the parties cannot agree on an arbitrator, the parties will use the alternate strike method to select an arbitrator from a list of five AAA arbitrators provided by FMCS. The parties will then use the services of FMCS to obtain an expedited arbitration. The Employer is permitted to implement the change in work schedules pending arbitration. At such arbitration, the parties will jointly request a bench ruling from the arbitrator.

3. Employees may propose flexible hours/schedules subject to the written approval of their supervisor/department head. The Union shall be notified of any changes.

#### D. **INSERVICE TRAINING**

The Superintendent/designee will meet with the Union to discuss plans for inservice training at the request of either party. The Board may assign certain employees to work during inservice training to meet operational needs. Such assignments shall be made on a rotating basis.

#### E. **OVERTIME/COMPENSATORY TIME**

- 1. Employees who work fewer than forty (40) hours a week but more than the employee's regularly scheduled hours shall be paid at straight time or compensatory time at the straight-time rate at the discretion of the employee for all such hours worked. If an employee works more than forty (40) hours in a week, the employee shall be paid at the rate of time and one-half (1 ½) times the employee's base rate for all time worked in excess of forty (40) hours or shall be granted compensatory time at the rate of time and one-half (1 ½) for such time. Holidays, bereavement leave and paid personal leave taken on an emergency basis in full-day increments will count toward the forty (40) hours.
- 2. Compensatory time shall be used, or payment for it shall be made, in the same calendar year it is accrued.
- 3. Payment for unused compensatory time accrued prior to or during the pay period that results in the 24<sup>th</sup> pay of the calendar year shall be made in the last pay of the year (typically the 26<sup>th</sup> pay).
- 4. Employees who work more than their regularly scheduled hours during pay periods following the pay period that results in the 24<sup>th</sup> pay of the

calendar year will be paid overtime and may not choose to accrue compensatory time.

5. Compensatory time must be used in increments of one quarter (1/4) hour.

#### F. **RECALL TO WORK**

If an employee is recalled to work by his/her supervisor at a time disconnected with his/her normal workday, he/she shall be guaranteed a minimum of three (3) hours work or three (3) hours pay in lieu thereof.

# G. **SUPERVISORS PERFORMING UNIT DUTIES**

Supervisors shall only perform the regular duties of bargaining unit employees when there are no qualified bargaining unit employees available to perform said duties and/or an emergency situation exists due to fire, flood, other acts of God, or the declaration of an emergency by the Governor of the State of Ohio or the Superintendent of the Employer.

#### H. PERFORMING THE WORK OF ANOTHER EMPLOYEE

No unqualified employee will perform the work of any other employee.

#### I. **JOB SHARING**

In the event two employees from the same job classification wish to enter a jobshare agreement, the employees will request a meeting with their immediate supervisor to develop a plan which include schedule, benefits, duties, and other applicable information. This proposal will be presented to the Union for approval and, if approved and signed off by the Union, then to the Superintendent for consideration.

#### J. **CALAMITY DAYS**

- 1. Closed days shall take precedence over other previously schedule paid time off.
- 2. Employees who are called in to work on a "closed" day will receive overtime pay.

#### K. **PARKING FACILITIES**

The Employer will provide parking at all Employer-operated facilities for use by the employees at no cost to the employee. At non-Employer operated work sites, the Employer will attempt to arrange for parking so as not to require direct out-of-pocket costs to employees. In the event no such arrangement can be made, the Employer will reimburse employees for pre-approved parking costs.

#### L. MILEAGE REIMBURSEMENT

Employees who use their personal automobile for Employer business shall be reimbursed at no less than the per mile rate established by the Internal Revenue Service (IRS).

# **ARTICLE VIII – PERFORMANCE EVALUATIONS**

- A. The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of his/her supervisor as to the quality and quantity of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance. Performance evaluations will be conducted at least twice during the probationary period of new hires, twice during the probationary period of employees promoted to a new position, and at least annually, but not more than twice per work year, with respect to non-probationary employees. (During the probationary period two evaluations are not required in all cases.)
- B. At least five (5) working days prior to an evaluation meeting, the employee's immediate supervisor shall present a draft evaluation to the employee. At the evaluation meeting, the employee shall have the right to the presence of a Union representative (who will primarily serve as a witness), upon request. If the employee wishes, he/she may attach comments to the evaluation at this meeting. The employee shall sign the evaluation to signify his/her review of same.
- C. The Employer will continue to use its existing evaluation procedures, criteria and documents until the completion of revisions to same. In revising said procedures, criteria and documents, the Employer will invite the input of the Union. If any such revisions are developed, the Employer will inform and provide copies of same to the Union.

#### <u>ARTICLE IX – VACANCY, TRANSFER, AND PROMOTIONS</u>

#### A. **DEFINITIONS**

- 1. An <u>encumbered vacancy</u> is a job opening held by an employee on any approved leave of absence which the incumbent is expected to return.
- 2. An <u>unencumbered vacancy</u> is a job opening to which the incumbent is not expected to return because of resignation, retirement, dismissal, or because it is a new position.

#### 3. Temporary positions

- a. Encumbered temporary positions are vacancies which are limited to the duration of the incumbent's approved leave of absence.
- b. Unencumbered temporary positions are positions which are of limited duration, based on the operational needs of the Employer.
- 4. <u>Promotion</u> is defined as the award of a position on a higher rated pay scale. Pay scales are rated numerically and attached to this Contract.

Full-time employees who are promoted shall receive a ten percent (10%) increase in pay and be moved onto the appropriate pay scale at the step immediately above the adjusted rate. This increase will be calculated and step placement will be based on hourly rates of pay. During the first ten (10) work days of the promotion, the employee may voluntarily request and be returned to his/her former position.

- 5. Transfer shall be defined as a full-time permanent employee moving laterally on his/her own initiative within his/her classification or to a different classification on an equal or lower rated pay scale via the job posting procedure. Pay scales are rated numerically and attached to this Contract. An employee who transfers shall move step for step to the pay scale for the classification to which he/she transfers. Promotion to a higher classification and reassignment shall not be considered a transfer. An employee shall be eligible to fill no more than one (1) unencumbered vacancy via transfer in any twelve (12) month period, and may only request a transfer if he/she has worked in his/her current classification for a period of twelve (12) months or more. During a period of the first ten (10) work days of the transfer, the employee may voluntarily request and be returned to his/her former position.
- 6. <u>Seniority</u> The date an employee began working in a classification defined in the bargaining unit.

#### B. **ENCUMBERED VACANCIES**

Encumbered vacancies of twelve (12) calendar months or less shall be filled by Employer assignment. Such assignments will be made as equitably as possible to qualified employees. Encumbered vacancies of more than twelve (12) calendar months shall be filled by the posting procedure.

#### C. **UNENCUMBERED VACANCIES**

- 1. Unencumbered vacancies shall be filled by a job posting procedure. When the Employer determines it needs to fill such vacancy, the Employer shall post the opening at all Employer sites. A copy of each posting shall be provided to the WWSA President at the time of posting.
- 2. The posting shall list the position's required certificate, title, initial primary location where applicable, duties, minimum qualifications, hours, and wages. It shall be posted on the bulletin board in each facility for seven (7) full working days following the day it was posted. Employee applications must be received in the Human Resources Department by the close of business on the last day of the seven (7) day posting period. Upon request, the Director of HR shall provide the WWSA President with a list of applicants for each job posting.

- 3. Transfers - Any full-time permanent employee who works in the same classification at a different location or works in the same classification series and who has worked at least twelve (12) calendar months in the same classification or classification series as the posted vacancy and who applied and is qualified for the vacancy shall be permitted to request a transfer to the vacancy. In-classification bidders will be considered first, followed by bidders from another classification within the same classification series. Among such applicants, the employee with the most bargaining unit seniority who has requested a transfer to said vacancy shall be granted the transfer except as provided in Section A (5) above. Any employee granted a transfer between classifications shall work a trial period of no less than thirty (30) work days and no more than sixty (60) work days. After the 30th work day in the position, the employee may be disqualified from the position upon the supervisor's recommendation. If an employee is disqualified, the next highest ranked by bargaining unit seniority eligible employee applicant shall be offered the position, and so on, following the above procedure. Disqualification shall not be appealable through the grievance procedure. During a trial period, the Employer may fill the vacancy created by the move in accordance with Section B above.
- 4. Classification series is defined as the classifications set forth in Article 1 which share the same alpha-numeric designation. For example, 9 and 9b are not in the same series.
- 5. Bidding into Unencumbered Vacancies Outside of Classification Series - In the event there is no employee who is granted a transfer from within the same classification or classification series as that posted, then other fulltime employees who applied and meet the qualifications for the position will be considered. Such employees will be ranked by bargaining unit seniority and shall be offered the position in that order. The employee who accepts shall receive the position for a trial period of no less than thirty (30) work days and no more than sixty (60) work days. After the 30th work day in the position, the employee may be disqualified from the position upon the supervisor's recommendation. If an employee is disqualified, the next highest ranked by bargaining unit seniority eligible employee applicant shall be offered the position, and so on, following the above procedure. Disqualification shall not be appealable through the grievance procedure. During a trial period, the Employer may fill the vacancy created by the move in accordance with Section B above.
- 6. In the event there is no employee who is awarded the position pursuant to Sections 3 or 5 above, non-employee applicants who meet the qualifications for the position and who applied for the position will be considered. The Employer shall hire an applicant who meets the

qualifications and who is determined to be most qualified by the Employer.

#### D. <u>UNENCUMBERED TEMPORARY POSITIONS</u>

- Unencumbered temporary positions of more than four (4) months shall be filled in accordance with Section C above.
- 2. A full-time employee who accepts an unencumbered temporary position shall continue his/her rate of pay during the assignment unless it is a promotion, whereupon he/she will be placed on the pay scale in accordance with the definition of promotion.
- 3. Full-time employees filling an unencumbered temporary position will return to their former position at the end of the unencumbered temporary position, i.e., their former position will be treated as an encumbered vacancy.
- 4. Unencumbered temporary positions shall be limited to a duration of no more than six (6) months, at which time the status of the position will be reviewed by the Superintendent and a recommendation to make the position permanent in nature or to discontinue the temporary position will be made. If the position is determined to be permanent, the position will be posted and filled in accordance with Article IX (C).

#### E. **ENCUMBERED TEMPORARY POSITIONS**

Employees who work in an encumbered temporary position shall be paid their regular salary or be paid as if they transferred or were promoted (if applicable) into the position in accordance with this Article, whichever is greater.

# **ARTICLE X - SENIORITY AND LAYOFF**

A. Agency seniority of employees shall be defined as total service in the employ of the Summit County Developmental Disabilities Board as long as the employee has not separated himself/herself from the Agency for longer than one (1) year. If an employee separates himself/herself from the Employer for longer than one (1) year, his/her Agency seniority is forfeited.

Bargaining unit seniority shall be defined as the date an employee began working in a classification defined in the bargaining unit (except those employees that were hired prior to the 09/01/90 Contract). Bargaining unit seniority is forfeited if an employee separates himself/herself from the bargaining unit for longer than one (1) year.

B. Seniority shall not be interrupted if the employee was on approved leave of absence.

#### C. **LAYOFF RIGHTS**

An employee on layoff status shall have the following rights:

- 1. The right to continue to buy group insurance(s) coverage(s) at the Employer's rate, for the duration of the period allowed by COBRA.
- 2. The right to maintain years of service and seniority credit during layoff.
- 3. The right to be notified by the Employer of all postings for bargaining unit positions.
- 4. A laid off employee may refuse to accept a lower rated job, part time or temporary employment, without jeopardizing his/her recall status.
- D. The Employer shall prepare and maintain a seniority list according to classifications. The list shall be posted on a quarterly basis (March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, December 1<sup>st</sup>) on the Employer's internet and all bargaining unit members shall have access. The Union President, Treasurer and Secretary shall be notified when an updated list is posted. The list shall contain each employee's name under his/her classification and his/her Agency seniority date, and bargaining unit seniority date.
- E. 1. If the Employer deems it necessary to reduce the number of employees in any classification represented by this Contract, the employee with the least amount of seniority in the bargaining unit within such classification will be laid off first.
  - 2. An employee affected by a layoff in his/her classification may bump an employee with less seniority in the bargaining unit who is the least senior in another classification if the employee has retained the minimum qualifications and ability to perform the duties and responsibilities of the position to which he/she seeks to bump; except that no part-time employee may bump a full-time employee.
    - An employee who exercises his/her right to bump shall move step for step to the pay scale for the classification to which he/she bumps. Pay scales are rated numerically and attached to this Contract, and no employee may bump to a higher rated classification.
  - 3. An employee shall remain on the recall list for a period of thirty-six months.
  - 4. In recalling employees to a classification, the Employer will first recall the employee with the most seniority in the bargaining unit.

- F. If two (2) or more employees hold the same seniority date, relative seniority shall be determined by lot.
- G. In the event one of the below-listed employees faces loss of employment for reasons other than just cause, the agency seniority of the below-listed employees shall prevail, provided they are in the bargaining unit at the time they face loss of employment:

Cari Hays Stefanie Malizia Lisa McNeill Donna Moss Leslie Murray

H. As a result of the reclassification of the Office Aids (classification numeric ranking of "1") and the Clerical Assistant (classification numeric ranking of "2") to the Clerk classification (classification numeric ranking of "2"), the sole former Clerical Assistant (Leslie Murray) shall be considered to have the greatest bargaining unit seniority among the Clerks in the event any Clerk faces loss of employment for reasons other than just cause.

# **ARTICLE XI - NO STRIKE / NO LOCKOUT**

- A. During the term of this Contract and during the negotiation period of any successor Contract, the Employer shall not lock out members of the bargaining unit. The Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow down, picketing, sick out, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line which violates Ohio Revised Code Chapter 4117 or this Section, or any other form of restriction of production or interference with operations). The Union further agrees to strictly observe the requirements of the Ohio Revised Code Chapter 4117 and the rules of SERB relating to strikes.
- B. Should any strike (as defined above) occur, the Union shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. The Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of paragraph A and take appropriate action against any who continue to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and uncondoned actions of individual employees.
- C. Any violation of paragraph A shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any employee who claims that he/she did not participate in the violation. Each employee shall sign a receipt for a copy of this Contract after it is printed and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for a violation of paragraph A.

D. Nothing herein shall be construed to impair the Union's right to strike to enforce bargaining demands concerning a successor Contract as defined in Revised Code Section 4117.14(D) (2).

#### <u>ARTICLE XII – REPORTING OFF WORK</u>

- A. Each employee shall report to his/her supervisor/designee each day that he/she is unable to report to work because of illness or for other unavoidable reasons. Such absence must be reported by thirty (30) minutes prior to the regularly scheduled starting time.
- B. If other arrangements have not been made, it will be assumed an employee who has been on sick leave on any day will return the next scheduled workday unless the supervisor/designee is notified.

#### **ARTICLE XIII - PERSONNEL FILES**

- A. Upon verbal or written request, each employee of the bargaining unit shall be granted full access to his/her personnel file by appointment with the Director of Human Resources/Labor Relations within two (2) working days of the request, and during such examination may be accompanied by a person of his/her choice. If the employee so desires, he/she shall be provided with one (1) copy of any item in his/her file. In addition, the employee may permit, by written or electronic notice to the Employer, a Union representative to review the employee's file.
- B. If an Employee requests access to his/her medical, psychiatric, or psychological information, the Employer will disclose the information only to the physician, psychiatrist or psychologist, who is designated by the Employee or his/her legal quardian.
- C. The Employer reserves the right to charge a fee for providing copies of records in accordance with applicable state and federal law.
- D. Except for supervisory, administrative, medical, or law enforcement personnel who have a need to know or in connection with grievances and/or administrative proceedings, an employee's personnel file shall not be displayed to third persons. This shall not prevent the Employer from responding to legitimate inquiries from prospective employers or credit agencies. The Employer shall notify any employee when his/her personnel information has been made available to others under compulsory legal process.

- E. 1. If there is a statement critical of the employee's performance, the procedure shall be for the HR Department to verify that the employee has been notified of the statement and has been offered the opportunity of a written response and/or the opportunity to meet with the supervisor or individual involved regarding the statement.
  - 2. If any employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she shall be permitted to include in his/her file a brief statement of his/her position on the disputed information or a notation that he/she protests the accuracy or completeness of the information.
  - 3. Furthermore, if any employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she may submit a memorandum to the Superintendent explaining the alleged inaccuracy. If, upon investigation, the Superintendent sustains the employee's allegation, the Superintendent will remove the inaccurate material from the personnel file or correct the inaccuracy.
- F. Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file is known.
- G. All employee personnel files shall be maintained at the HR Department. Only one (1) such file shall be maintained by the Employer.

# <u>ARTICLE XIV – PAID LEAVES OF ABSENCE</u>

#### A. **SICK LEAVE**

- 1. Each employee shall accrue sick leave without limitation at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours, or four and three-hundredths (4.03) hours, for each completed seventy (70) hours of service in active pay status, including paid vacation and sick leave, but not during an unpaid leave of absence or layoff.
- 2. Sick leave shall be granted to an employee only upon approval of the Superintendent/designee for absence due to:
  - a. Personal illness or injury
  - b. Pregnancy and/or childbirth and other conditions related thereto
  - c. Medical, dental, or optical examination or treatment of an employee or member of his/her immediate family
  - d. Exposure to contagious disease which could be communicated to other employees
  - e. Illness or injury of someone in the employee's immediate family; immediate family is defined as father, mother, brother, sister, child,

spouse, grandparent, father-in-law, mother-in-law, legal guardian or foster or step parents or other person who stands in place of a parent or spouse.

- 3. Approval of sick leave by the Superintendent/designee will not be unreasonably withheld.
- 4. Employees will be notified of their accrued sick leave on each paycheck stub they receive.
- 5. Employees may use this leave in one-quarter (1/4) hour increments.
- 6. To request use of sick leave, the employee must complete a leave request and submit it to the employee's supervisor within one (1) workday following the employee's return to work.
- 7. Upon expiration of the leave, the employee shall be returned to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.
- 8. The Employer shall provide eligible employees up to twelve (12) weeks of paid or unpaid leave during a rolling twelve (12) month period for specific qualifying events in compliance with the Family and Medical Leave Act of 1993.
- 9. <u>Abuse of Sick Leave</u>: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit and that the employer should attempt to stop any abuse by use of the discipline procedures.
  - a. Application for sick leave with the intent to defraud, and/or absence without notice, shall be grounds for disciplinary action which may include dismissal.
  - b. In the event than an employee develops a pattern of sick leave usage that causes the Employer to believe that there has been abuse of sick leave, the following shall apply. Instances which constitute a pattern use of sick leave are set forth below, but do not include the following: bereavement leave, approved leaves of absence pursuant to this Article, Family and Medical Leave (FMLA) or workers' compensation leave.
    - 1) Abuse shall be defined as five (5) or more occurrences of any of the reasons or combination of any of the reasons listed below (a) (d) within a rolling year:

- (a) Calling off before and/or after a scheduled day off (scheduled days off do not include an employee's non-workdays);
- (b) Calling off before and/or after a holiday as defined in the contract;
- (c) Calling off immediately after overtime worked;
- (d) Calling off on an inservice day.
- 2) Abuse shall also be defined as:
  - (a) Five (5) or more occurrences of calling off following a scheduled day off or leaving early prior to a scheduled day off without having scheduled it in advance within a rolling year;
  - (b) Use of unauthorized vacation or leave without pay in lieu of sick leave. (This does not include vacation or leave without pay that is approved through the normal approval process. Personal leave may be used in lieu of sick leave if no sick leave is available.)
  - (c) Calling off late two (2) times (late shall be defined in Article 12); and
  - (d) Calling off on days when vacation or other forms of discretionary leave was denied.
- 3) For any employee with an active written reprimand (or greater discipline) for abuse of sick leave, the use of sick leave that has been scheduled prior to the day of absence must be verified by a written receipt from a medical provider. Such receipt must be provided to the Employer prior to returning to work. Employees are required to provide as much advance notice as possible of scheduled medical appointments. Failure to meet these expectations may result in disciplinary action.
- c. If an employee is determined to have abused sick leave either by accumulating five (5) or more occurrences as listed in b.1) (a)–(d) or by committing an offense listed in b.2) (a)–(d), or by failing to meet the expectations set forth in b.3), the employee shall be subject to discipline in the following progressive order:

Verbal reprimand Written reprimand Suspension(s) of progressive length(s) Termination

Each subsequent offense (or 5 offenses of b.1) (a)–(d)) within a rolling year shall subject the employee to further progressive discipline.

The progression of discipline in Article XX shall not apply to sick leave abuse.

- 10. Any employee who has perfect attendance each quarter (quarters are defined as: January through March; April through June; July through September; October through December) shall receive two hours extra pay. Employees who have perfect attendance all year shall receive a total of 10 hours extra pay including the eight hours they earned for perfect attendance during each quarter. The extra pay earned through perfect attendance shall be paid in February of the year following when it is earned.
- 11. a. On an annual basis, employees may convert accumulated but unused sick leave to cash. Each hour of sick leave may be converted to cash at the rate of fifty percent of its then current value. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year. Payment will be made to each employee in the last paycheck which reflects payment for that calendar year. There is no limit to the amount of accrued but unused sick leave which may be converted.
  - b. On an annual basis, employees may convert accumulated but unused sick leave to vacation. Each hour of sick leave may be converted to vacation at the rate of 25%. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year. This sick leave conversion may result in no more than five (5) days of vacation to be used in the next calendar year. Such vacation will be posted in January of the following year.
- 12. Pursuant to Ohio Public Employees Retirement System (OPERS) regulations, the maximum amount of converted sick leave that can be considered earnable income toward OPERS is the amount the employee accrues in one calendar year, less any amounts used during the calendar year. To be considered earnable salary the leave also must have been

- earned in the calendar year it was converted. This concept is considered the LIFO method (last in, first out).
- 13. An employee transferring to the employ of the Employer from any other public agency of the state shall transfer his or her documented accumulated but unused sick leave accrued in such employment to the Employer's sick leave account.

#### B. **PROFESSIONAL DEVELOPMENT LEAVE**

- 1. Each employee may be permitted to participate in professional development, which may include but not be limited to, visitations of exemplary programs, conferences, seminars, etc. A description of the specific training shall be posted in the staff lounges and announced at staff meetings. Participation in the professional development program shall be subject to prior approval by the Superintendent. Such absence shall be without loss of pay and without charge to an employee's sick leave.
- 2. Requests for such absence must be submitted at least four (4) weeks prior to the leave (the Superintendent may waive this requirement.) The request shall specify the class, program, or meeting to be attended and the benefit to be obtained by such attendance.
- 3. Upon return from such professional development, the employee shall file a report with the immediate supervisor on the class or program attended.
- 4. To obtain mileage reimbursement to and from the visited agency or program within a two hundred (200) mile radius, the employee shall comply with the Employer's expense reporting procedure.

#### C. **PERSONAL LEAVE**

- 1. Each January 1<sup>st</sup>, employees will be credited three (3) days of personal leave annually to be taken in no less than one-quarter (1/4) hour increments. Employees must provide at least one (1) working days' notice of their intended use of personal leave unless the use of personal leave is due to an emergency. Employees requesting personal leave shall submit a leave form to his/her supervisor in advance of the day it is needed.
- 2. Employees may carry over one (1) personal day into the following calendar year which must be used by January 31st of that year.

#### D. **BEREAVEMENT LEAVE**

Employees shall be entitled to five (5) working days bereavement leave to be deducted from sick leave. Bereavement leave may be used in the event of the death of an employee's greater family group, including "in loco parentis" and common law relationships.

#### E. **MILITARY LEAVE WITH PAY**

Full-time employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. As used in this section, "month" means twenty-two eight hour work days or one hundred seventy six hours within one calendar year. Such leave shall be in addition to regular vacation time and there is no requirement that the service be in one continuous period of time.

- 1. In the event the full-time employee is called or ordered to the uniformed services for longer than one month, the employee is entitled, during the period designated in the order, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the difference between the employee's gross monthly salary and the sum of the employee's gross uniformed pay and allowances received that month.
- 2. Employees must apply for military leave in advance. Verification of official orders or other official documentation is required prior to the commencement of the leave of absence.
- 3. An employee on paid military leave shall continue to accrue sick leave credit and vacation leave credit at the rate he/she was accruing as an employee for the duration of the executive order.
- 4. Upon expiration of the military leave, the employee shall be returned to his/her former classification and pay status or a similar classification if his/her former classification no longer exists.

#### F. **PERSONAL INJURY LEAVE**

An employee who is unable to work due to bodily injury caused by a person served shall be paid his/her regular rate of pay during the period he/she is disabled as a result of such injury for a period not to exceed eight (8) working days. If an employee subsequently receives reimbursement from the Ohio Bureau of Worker's Compensation for this period of time, the employee shall reimburse the Employer in said amount. An individual on personal injury leave will accumulate sick leave credit and vacation leave credit. The Employer reserves the right to request medical certification linking the absence to an injury caused by a person served and may, if necessary, have the employee examined by a doctor of the Employer's choosing, at the expense of the Employer, to substantiate the injury prior to determining whether or not to approve the leave.

## G. **COURT LEAVE**

- 1. The Employer shall grant court leave at the regular rate of pay to any employee who:
  - a. Is summoned for jury duty by a court of competent jurisdiction or
  - b. Is subpoenaed to appear for the Employer for any reason, before any court, commission, board, or other official proceedings.
- 2. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours shall be remitted by an employee to the payroll officer for transmittal to the County Auditor.
- 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted leave of choice (vacation, personal, or request leave without pay with the approval of the Superintendent/designee). Such instance would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

# **ARTICLE XV - UNPAID LEAVES OF ABSENCE**

# A. **UNPAID PERSONAL LEAVE**

Upon written request approved by his/her supervisor and the Superintendent/ designee, an employee may be granted up to six (6) months unpaid leave of absence for personal reasons of the employee.

Upon the expiration of the leave, the employee shall be returned to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.

## B. **EDUCATIONAL LEAVE**

- 1. Upon written request approved by the Superintendent/designee, educational leaves may be granted for a maximum continuous period of two (2) years for the purposes of education, training or specialized experience that would be of benefit to the Employer. Such leaves will be available to employees with two (2) or more years of service with the Employer.
- 2. The application for educational leave must be accompanied by a statement from the employee setting forth the degree or educational activity to be pursued and its relevance to the employee's job duties and Employer goals.

- 3. Time on an approved educational leave will count as service credit for layoff and computing vacation leave, upon the employee's successful completion of the leave and return to the Employer.
- 4. The employee must return within five (5) work days of the completion of educational leave or receipt of notice of its cancellation, or be subject to removal from employment for being absent without leave.

# C. MATERNITY/PATERNITY/ADOPTION/CHILD CARE LEAVE

- 1. An employee who is a biological mother or father may request and may be entitled to a leave without pay for child care reasons for up to six (6) months to begin within six (6) months of the date of birth of his/her biological offspring.
- 2. An employee who is adopting a child may request and may be entitled to a leave of absence without pay for child care reasons for up to six (6) months to begin within six (6) months of the receipt of custody.
- 3. A request for maternity/paternity/adoption/child care leave must be submitted in advance in writing to the Superintendent/designee for approval.

## D. **DISABILITY LEAVE**

- 1. Disability means actual incapacity to perform the tasks or duties usually encountered in one's employment.
- 2. An employee will receive disability leave provided his/her disability continues beyond his/her accumulated sick leave rights and provided the procedure established in this Article is followed. In order to be eligible for disability leave, an employee must present medical evidence of disability which states the nature of the disability and the probable date of return, if known, by the physician.
- 3. a. If the Employer desires to investigate the propriety of a request for a disability leave, or determine if an employee is fit to perform his/her duties, an examination may be conducted by a licensed physician designated by the Superintendent/designee.
  - b. The cost of such examination will be paid by the Employer. If the employee is hospitalized or institutionalized upon expiration of sick leave rights and any personal leave or vacation leave which has been granted, the disability leave may be given without examination.
- 4. An employee who has been given a disability leave shall have the right to be reinstated to the same or a similar position he/she held at the time of

his/her leave within thirty (30) days after written application for reinstatement to the Superintendent/designee and after passing an examination performed by a licensed physician, to be designated by the Employer, showing that he/she has recovered from such disability. Such application for reinstatement shall be filed within three (3) years from the date of the commencement of any leave of absence relating to the disability. The cost of such examination shall be paid by the employee.

- 5. While an employee is on an approved disability leave, the Employer will make its usual contribution to the employee's health, life and other insurance benefits for the duration of the disability or three months, whichever is less. Thereafter, for the duration of the leave, the employee may continue such coverage upon the payment to the Employer of the required premiums.
- 6. If an employee is unable to perform the duties of his/her job due to a disability, the employee may request assignment to a vacancy which he/she is able to perform. The Employer and the Union shall meet to discuss the appropriateness of the placement. If the Employer agrees to place the employee in the vacancy, the employee shall be paid the rate of the job to which he/she is assigned.

## E. **REINSTATEMENT FROM MILITARY LEAVE**

- 1. The employee retains reinstatement rights to a similar position if he/she applies for reinstatement within ninety (90) days after receipt of an honorable discharge or certificate of service showing satisfactory completion of service. Application must be submitted to the Superintendent/designee and include a photocopy of the discharge or certificate.
- 2. Upon proper application, the employee shall be returned to a similar position with the Employer.
- 3. A reinstated employee shall receive:
  - a. Sick leave accrued at the time of entering the service.
  - b. Service time which would have accrued had the employee been on the job.
  - c. Any automatic salary adjustment or change in pay range associated with the position for the time the employee was on leave without pay.
  - d. Reinstitution of hospitalization and life insurance benefits.
  - e. Reinstatement rights are lost if the employee re-enlists or voluntarily extends his/her tour.

# **ARTICLE XVI - VACATIONS**

- A. Vacation leave shall accrue on a pro-rated, bi-weekly basis according to the following schedule:
  - Two (2) weeks paid vacation per year for all employees with less than five (5) years' service;
  - Three (3) weeks paid vacation per year for five (5) years but less than ten (10) years' service;
  - Four (4) weeks paid vacation per year for ten (10) years but less than fifteen (15) years' service;
  - Five (5) weeks paid vacation per year for fifteen (15) or more years' service.
- B. On an annual basis, employees may convert accumulated but unused sick leave to vacation. Each hour of sick leave may be converted to vacation at the rate of 25%. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15<sup>th</sup> and December 15<sup>th</sup> of each calendar year. This sick leave conversion may result in no more than five (5) days of vacation to be used in the next calendar year. Such vacation will be posted in January of the following year.
- C. Vacation will be scheduled at such times as shall be mutually agreeable to the employee concerned and the employee's supervisor.
- D. If and when operational needs require the limitation of the number of employees who can be off, the employee with the most agency seniority will be given first choice.
- E. An employee who is absent due to illness or injury and who has exhausted his/her sick leave, or an employee who has been granted a leave of absence, will be permitted to charge such absence to his/her available vacation time, upon prior approval of the Superintendent/designee.
- F. Eligible employees shall accrue vacation leave according to the rates outlined in paragraph A above for each hour of service in active pay status, including paid vacation and sick leave, but not during any unpaid leave status. Vacation credit is accumulated to a maximum of that earned in three (3) years of service, at the accrued vacation rate for which the employee is eligible. Credit in excess of this maximum will be eliminated from the employee's vacation leave balance.
- G. Part-time, substitute, and temporary service is counted for the purpose of determining length of service, but an employee must be working on a full-time

basis for a period of six (6) months to actually take vacation. Vacation credit shall be calculated at a figure of two hundred sixty (260) days of service, in paid status, being equivalent to one year.

- H. Upon separation of service, an employee is entitled to compensation for any earned but unused vacation credit at the time of separation. However, no payment will be made to employees having less than six (6) months of service. Vacation payment made in such event will be at the hourly rate of pay in effect at the date of termination.
- I. An employee who transfers from one agency or one political subdivision to another is paid by the releasing agency at the time of transfer for any unused vacation leave. Any employee who has less than six (6) months' service at the time of transfer will become eligible for vacation upon completion of a total of six (6) months of service with the Employer.
- J. In the case of an employee's death, any earned but unused vacation, sick and personal leave that can be paid out will be paid to the employee's estate.
- K. With approval of the Director of HR/LR, an employee, while on vacation, upon showing of proper evidence, will be allowed to change such absence (i.e., vacation leave) to sick leave.
- L. On an annual basis, employees may convert accumulated but unused vacation to cash. Each hour of vacation may be converted to cash at the current rate of pay, up to a maximum of two weeks of vacation per calendar year. All requests for such vacation conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year.

# <u>ARTICLE XVII – HOLIDAYS</u>

- A. The following will constitute paid holidays for the full-time employees in this unit:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. Memorial Day
  - 4. Independence Day
  - 5. Labor Day
  - 6. Thanksgiving Day
  - 7. Day after Thanksgiving
  - 8. Christmas Day

Effective upon ratification of this Agreement, there shall be a winter holiday break consisting of five (5) consecutive work days off, exclusive of Christmas Day and New Year's Day. This break is intended to extend the Christmas holiday.

- B. Holidays falling on a Sunday shall be observed on the following Monday. In the event that any of the aforesaid fall on Saturday, the Friday immediately preceding shall be observed as the holiday.
- C. Holidays will be observed on the days set forth in paragraph A above unless otherwise changed by mutual agreement.
- D. All employees shall receive one and one-half  $(1\frac{1}{2})$  times their regular rate of pay for all hours worked on the days set forth in paragraph A above, in addition to their holiday pay.

# **ARTICLE XVIII - SICK LEAVE PAYMENT UPON SEPARATION**

- A. Any employee, at the time of separation, shall be eligible to receive a cash payment equal to the value of fifty percent (50%) of his/her accumulated but unused sick leave credit.
- B. The calculation of sick leave shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of separation. Excluded from such calculations shall be shift differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.
- C. Sick leave pay shall be given only to those who have given the Employer written notice, on such forms as may be prescribed, sixty (60) days prior to the date of separation.
- D. The receipt of sick leave pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of separation. The payment of sick leave pay shall be made only once to any employee.

# <u>ARTICLE XIX – PROBATIONARY PERIOD AND WORK EXPERIENCE</u>

## A. **PROBATIONARY PERIOD**

- 1. All newly employed full-time and part-time employees shall serve a probationary period of employment as follows:
  - a. The probationary period for employees is one hundred twenty (120) calendar days, unless an employee has taken leave without pay or otherwise is not in active pay status during the one hundred twenty (120) days, in which case the number of days off are added to the original one hundred twenty (120).

- b. Part-time employees who work a regular schedule will have their probationary period determined in the same manner as full-time employees according to the number of calendar days since appointment.
- c. Newly hired employees may be terminated or reduced at any time during their probationary period. Probationary terminations or reductions are not governed by the disciplinary procedures and may not be grieved.
- 2. Employees who have completed the initial probationary period shall be required to serve a one hundred eighty (180) calendar day probationary period if they move to another job within the bargaining unit which has a higher rate of pay. If, during this period, the individual is deemed unable to satisfactorily perform the requirements of the job to which he/she was promoted, he/she may return to his/her previously held classification by filling a vacancy or bumping the least senior employee from the classification.

## B. **PRIOR WORK EXPERIENCE**

- 1. A new hire is anyone who fills a full-time encumbered or unencumbered position on a temporary or permanent basis.
- 2. While a newly hired employee still must serve the probationary period set forth in Paragraph A above, he/she may receive additional credit for pay purposes for relevant prior work experience. Relevant prior work experience is experience doing similar job duties in an employment situation. The application of such work experience is only for new hires, not for use in reconsidering the pay rate for employees already employed.
- 3. When an individual is hired by the Employer, the Director of HR will evaluate the individual's work-related experience and provide the employee with a written statement of specifically approved work-related experience credit. Upon the recommendation of the Director of HR, up to six (6) years of practical work-related experience credit for a new hire may be granted on the existing wage schedule to an individual.
- 4. An individual may request a review of his/her work-related experience credit with the Superintendent. Upon review of the individual's work-related experience credit, the Superintendent will issue a written statement regarding the determination.
- 5. Employees who are hired from WWSA into WEA I or WEA II, or from WEA I or WEA II into WWSA, shall not move step-for-step to the new schedule but shall suffer no loss of pay if the employee's new position requires the same or a higher level of education as the former position. The maximum

hourly increase an employee may receive under this section is 10%. There shall be no retroactive application of this section.

# **ARTICLE XX - DISCIPLINE**

- A. The Employer has the right to conduct an investigatory interview in order to determine the appropriateness of disciplinary action with respect to an employee. At any such investigatory meeting, the employee shall have the right to have a representative of the Union present, upon request. To the extent practicable, the employee shall be advised of the incident being investigated, the allegations of possibly inappropriate conduct, and any facts in the possession of the Employer at such time. The results of the investigation will be provided to the employee and the employee's representative in writing as soon as available.
- B. Prior to any disciplinary action involving a suspension, reduction in pay or position, or removal, the affected employee shall be granted a hearing before an administrator designated by the Superintendent.
  - At such hearing, the employee will be given notice of the charges against him/her and the factual basis of the charges, and will be given an opportunity to respond. The employee may be represented at the hearing by a Union representative, if desired. Notice of such hearing shall be given in writing at least forty-eight (48) hours prior to the hearing. Such notice shall designate the time and place of the hearing.
- C. Progressive discipline shall be followed by the Employer and its agents. No employee shall be disciplined except for just cause.
- D. Verbal reprimands shall cease to have any force and effect after twelve (12) months have transpired from the effective date of the reprimand and providing there are no intervening reprimands or suspensions of a similar nature during the previous twelve (12) month period.
- E. Written reprimands shall cease to have any force and effect and providing twelve (12) months have transpired after the effective date of the reprimand and providing there is no intervening discipline of a similar nature during the previous twelve (12) month period.
- F. Suspensions of three (3) days or less shall cease to have any force and effect and providing twenty four (24) months have transpired after the effective date of the suspension and providing there is no intervening discipline of a similar nature during the previous twenty four (24) month period.
- G. Suspensions of more than three (3) days shall cease to have any force and effect and providing thirty-six (36) months have transpired after the effective date of

the suspension and providing there is no intervening discipline of a similar nature during the previous thirty-six (36) month period.

- H. Major Unusual Incident (MUI) Investigations:
  - 1. Any employee who is the Primary Person Involved (PPI) in a MUI investigation shall be entitled to Union representation.
  - 2. An employee who is the PPI of an MUI investigation shall receive at least twenty-four (24) hours prior written notice of the time and location of the investigation meeting and incident that is being investigated. In lieu of twenty-four hours advance notice, the employer shall serve the same prior written notice to the Union President/designee, including the time, location of the investigation meeting, and the incident being investigated.
  - 3. Whenever the facts involved suggest that criminal charges may be applicable, the employee shall not be required to provide any written statements during the investigation without the opportunity to first consult with legal counsel.
  - 4. If a mechanical recording of the investigation meeting is made the employee and/or employee representative shall have access to the recording of such employee.
  - 5. At the conclusion of the investigation, any employee who is the focus of the investigation shall be advised whether or not any allegations have been substantiated and whether additional training or corrective action is proposed. If corrective action is proposed, the procedures set forth in the Discipline Article of this Contract shall be followed.
- I. Discipline shall be issued in a speedy manner and generally no longer than twenty (20) days after completion of the investigation, unless there are extenuating circumstances.
- J. Disciplinary and MUI interviews and conferences will typically be held during an employee's scheduled working hours. In the event an employee is subject to such an interview or conference outside of his/her scheduled working hours, the employee shall be paid for the time involved.

# **ARTICLE XXI - MISCELLANEOUS**

## A. **EMPLOYEE LOUNGE**

The Employer shall provide an employee lounge at each of its facilities. The lounge shall be provided with comfortable accommodations and a refrigerator and microwave.

## B. WORKING CONDITIONS

Complaints concerning unsafe working conditions in the building shall be promptly taken to the employee's supervisor. The employee's supervisor shall meet with the union steward to discuss the situation and seek a satisfactory resolution.

# C. EMPLOYER VEHICLES: OPERATING AND REPORTING ACCIDENTS

- 1. The operator of an Employer vehicle is responsible to conduct a daily inspection of the vehicle. Where minor problems are noted, the operator shall complete a maintenance request form and forward it to his/her supervisor. When major operational problems are noted, the employee shall complete a maintenance request form and immediately notify his/her supervisor who will immediately contact an approved mechanic who will determine if the vehicle is safe to operate. Said vehicle should not be operated until it is certified by the mechanic as safe to drive.
- 2. All accidents in an Employer or vehicle must be immediately reported to the police department in whose jurisdiction the accident occurred and to the employee's supervisor as soon as possible. If no police report needs to be completed due to the location of the accident, the employee still must report said accident to the supervisor. Failure to report an accident to either the police or the supervisor will result in the implementation of Article XX of this contract.

## D. **DAMAGED PERSONAL PROPERTY**

If any employee's personal property is damaged beyond repair or destroyed by a person served, upon proper documentation, the Employer will pay up to a maximum replacement value as set forth below:

1.	Shirts or blouses	\$35.00
2.	Pants, trousers, skirts	\$45.00
3.	Dress	\$90.00
4.	Coat	\$110.00
5.	Eye glasses, frames, lenses	COST
6.	Sweater	\$60.00
7.	Accessories (hat, gloves, scarf)	\$35.00
8.	Shoes	\$75.00
9.	Repair of jewelry	\$70.00
10.	Items of equipment used to provide	COST
	services (e.g., calculator, toys,	
	hearing aid repair, tools, etc.)	
	as approved by the Superintendent	
11.	Board-mandated cell phone - Insurance cost included	l in stipend

## E. **UNIFORMS**

The Employer shall furnish and provide all necessary clothing or cost of clothing for any employee whom the Employer requires to have special clothing in the performance of his/her job. Annually, the Employer shall furnish and provide uniforms necessary for daily changes of clean uniforms for Facilities Department employees. Where applicable, an employee must turn in and exchange uniforms. If the Employer provides an employee with a uniform, he/she must wear such uniform during working hours.

# F. **JOB DESCRIPTIONS**

- 1. Job Descriptions, as developed by the Employer, shall be issued to each new bargaining unit employee. If the Employer decides to change any job description during the life of the Contract, the Union shall have the opportunity to provide input. The Union and the Employer shall attempt to reach agreement upon any changes prior to implementation of any new job descriptions. Employees shall not be responsible for duties inconsistent with issued job descriptions.
- 2. All Job Descriptions for all bargaining unit classifications as defined in Article I of this Contract shall be available on the Employer's intranet.

# G. MAINTENANCE OF CREDENTIALS

Each employee shall obtain and maintain all credentials or training required by the State, including, without limitation, evidence of registration, certificates or licenses, required as a condition precedent to holding his/her position with the Employer.

# H. **EMPLOYEE ASSIGNMENTS**

No employee shall be assigned duties for which he/she is not qualified to perform.

## I. **ELECTRONIC COMMUNICATIONS**

Employees shall be permitted to use the Employer's electronic communications system during non-duty times, in accordance with Agency Policy.

# J. **DIRECT DEPOSIT**

All employees shall be paid by direct deposit.

K. The Board will provide staff lockable storage to store personal effects and person served records as determined by the immediate supervisor. No grievances will be filed relative to the lack of lockable storage and the employee shall not be disciplined for the lack of lockable storage.

# **ARTICLE XXII - HEALTH INSURANCE**

In order to be eligible for insurance, an employee must be employed for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

### Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

# B. Stark County Schools Council

The Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

# C. <u>Preferred Provider - Doctors/Hospitals</u>

- The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- 2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

# D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- 1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- 2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- 3. The deductible will be waived.

- 4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- 5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- 6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

## **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$40,000 for each employee working 25 hours or more.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### **Dental Insurance**

The Board shall provide dental coverage and pay 85% of the premium for full-time employees.

## **Section 125 Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

#### Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance. The full cost of this program and any increases thereof, shall be paid 100% by the employee.

**<u>Premium Holidays</u>**: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

**Spousal Coverage**: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of

the premium with his/her employer, the requirements of this section shall not apply.

<u>Same Sex Marriage</u>: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

# **ARTICLE XXIII – COMPENSATION**

# A. **EXTRACURRICULAR PAY**

1. The following standard salary supplements have been determined for the following positions, effective upon ratification.

Blast Advisor

\$1704.71

During the term of this Contract, the Board reserves the right to provide written notice to WWSA by November 1<sup>st</sup> of its intent to no longer employ Blast Advisors effective the following calendar year.

- 2. Blast Advisors are responsible for planning and implementing Blast activities outside their regularly scheduled working hours as a bargaining unit employee.
- 3. All extracurricular positions shall be posted and subject to the procedure for filling vacancies, except that first preference shall be given to those who filled the position most recently.
- 4. Any additional extracurricular programs shall be negotiated prior to the implementation of the program. If the matter is not resolved within ten (10) working days of the Employer's request for negotiation, the Employer may implement the program. Should the Union not agree with the decision, the Union may raise the issue in the next round of negotiations. Should such negotiations produce an agreement which places the salary of the new or altered positions above that set by the Superintendent, any such change shall be retroactive to the date of the initial action.
- 5. Any significant changes in the duties of the extracurricular positions or length of the season from the previous year shall be renegotiated in regard to salary before the start of the next season/session.

# C. **REMUNERATION**

1. Effective January 1, 2020, increase each step of the 2019 salary schedules by 3%. No step movement. Any employee whose salary exceeds the salary schedule receives an increase of 3% on his/her salary.

- 2. Effective January 1, 2021, increase each step of the 2020 salary schedules by 3%. No step movement. Any employee whose salary exceeds the salary schedule receives an increase of 3% on his/her salary.
- 3. Effective January 1, 2022, increase each step of the 2021 salary schedules by 3%. No step movement. Any employee whose salary exceeds the salary schedule receives an increase of 3% on his/her salary.

# ARTICLE XXIV – DRIVER POLICY AND CRIMINAL BACKGROUND CHECKS

#### A. **DRIVER POLICY**

- Employees who are regularly required to travel in the community in either their own or a Board-owned vehicle for work-related purposes must either maintain a valid driver's license or arrange for transportation. The Board may verify annually (for those individuals who drive) that these individuals hold a valid driver's license and maintain liability insurance in accordance with 4509.01 of the ORC.
- 2. Should an employee lose his/her driver's license, the Board shall not be required to provide any light duty accommodation. Any employee who loses his/her license or becomes uninsurable shall either arrange for their own work transportation or be subjected to an unpaid involuntary leave of absence for cause for up to six (6) months or until such time that the employee obtains a valid driver's license and becomes insurable, if that is sooner. If providing transportation to others is an essential function of the employee's job, the Employer reserves the right to reassign the employee to a non-transportation position without loss of pay for up to six (6) months.
- 3. Employees who are required to operate a Board or personal vehicle for work-related purposes as defined in section (1) are required to use the vehicle's occupant restraint system.
- 4. Any employee who is required to drive persons served in his/her vehicle shall be provided coverage for such business use of a personal vehicle in a rider on the Employer's fleet vehicle insurance policy.

#### B. CRIMINAL BACKGROUND CHECKS

1. The Board agrees to follow ORC 5126.28.

# <u>ARTICLE XXV – SUBCONTRACTING</u>

Work assigned to bargaining unit members shall not be performed by any other persons without the agreement of the Association except:

- A. If necessary due to an emergency;
- B. If necessary due to the unavailability of bargaining unit members pursuant to and in compliance with Article IX and only after a good faith effort to find a bargaining unit member;

No bargaining unit member shall suffer a loss of employment, a change of classification or a reduction of hours as a result of subcontracted work.

# <u>ARTICLE XXVI – CAMERAS</u>

The primary purpose of cameras in the workplace is to ensure the safety of persons served, employees, visitors, and property. Cameras will not be used to monitor employees on a regular basis. Data gathered by cameras shall not serve as the sole basis for disciplinary action. Any data gathered by a camera and used in a disciplinary matter may be used by either party to the extent allowed under applicable law.

# <u>ARTICLE XXVII – CELL PHONES</u>

The Employer shall pay each employee required to carry a cell phone for business purposes and who are required to be available by cell phone during negotiated work hours a reimbursement stipend in the amount of \$55 per month.

The Employer shall pay each employee required to carry a smart phone and maintain a data plan for business purposes and who are required to be available by cell phone and email during negotiated work hours a reimbursement stipend in the amount of \$60 per month.

# **ARTICLE XXVIII – TIME CLOCKS**

Isolated incidents of inadvertent failure to clock in or out shall not be grounds for disciplinary action.

# **ARTICLE XXIV - GENERAL**

# A. **SEVERABILITY**

Should any portion or provision of this Contract be declared in violation of any federal or state statute or regulation, such determination shall not invalidate the remaining provisions of the Contract.

- B. This Contract constitutes the entire agreement between the parties. Each party had the opportunity to fully propose and negotiate with respect to all items deemed appropriate for collective bargaining pursuant to the State Employment Relations Act.
- C. The term of this Contract shall be from January 1, 2020, to and including December 31, 2022.

**IT IS SO AGREED** this 27th day of February, 2020.

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD	WEAVER WORKSHOP & SUPPORT ASSOCIATION (WWSA), OEA/NEA
gohn Trunk	Shellie Blevins
Superintendente Joseph H. Eck	Foshur Cawan
Danyelle Conner	OFA Representative Sheila Perkins
Signer ID: PWIVFNATF2  Mira Pozna	Signer ID: JGERQV2TV2  Janine Riley
Signer ID: M0N337ABW2	Signer ID: ASWSA25CW2 Kelli Fisher
	Paula Ost
	Signer ID: YC3AST9S52

## **NUMERIC RATINGS OF CLASSIFICATIONS AND PAY SCALES**

- 4 Account Clerk
- 8 Administrative Assistant
- 7 Billing Specialist
- 2 Clerk
- 10 Communications Coordinator
- 4 Computer Support Specialist
- 10 Creative Services Coordinator
- 3 Custodial Worker I
- 5 Custodial Worker II
- 5 Facilities Assistant
- 7 Fiscal Billing Specialist
- 9 Help Desk Coordinator
- 9 Lead Maintenance Worker
- 8 Maintenance Worker
- 9 Payroll & Systems Specialist
- 4b Purchasing Clerk
- 4 Records Specialist
- 3 Shipping and Receiving Clerk
- 9 Utilization Review Coordinator

	WWSA	ı	2020	ı	,	I
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			Custodial			Account Clerk Computer Support
Step		Clerk	Worker I		Shipping/Receiving	Specialist (hrly)
_	\$9.03	\$11.44	\$28,066.59	\$28,978.76	\$29,687.10	\$32,410.08
2	\$9.21	\$11.67	\$28,627.93	\$29,558.33	\$30,280.84	\$33,058.28
က	\$9.40	\$11.90	\$29,200.49	\$30,149.50	\$30,886.46	\$33,719.44
4	\$9.59	\$12.14	\$29,784.49	\$30,752.49	\$31,504.19	\$34,393.83
5	\$9.78	\$12.38	\$30,380.18	\$31,367.54	\$32,134.27	\$35,081.71
9	\$9.97	\$12.63	\$30,987.79	\$31,994.89	\$32,776.96	\$35,783.34
7	\$10.17	\$12.88	\$31,607.54	\$32,634.79	\$33,432.49	\$36,499.01
æ	\$10.38	\$13.14	\$32,239.69	\$33,287.49	\$34,101.14	\$37,228.99
6	\$10.58	\$13.40	\$32,884.49	\$33,953.23	\$34,783.17	\$37,973.57
10	\$10.79	\$13.67	\$33,542.18	\$34,632.30	\$35,478.83	\$38,733.04
11	\$11.01	\$13.94	\$34,213.02	\$35,324.95	\$36,188.41	\$39,507.70
12	\$11.23	\$14.22	\$34,897.28	\$36,031.44	\$36,912.18	\$40,297.86
13	\$11.46	\$14.50	\$35,595.23	\$36,752.07	\$37,650.42	\$41,103.81
14	\$11.68	\$14.79		\$37,487.11	\$38,403.43	\$41,925.89
15	\$11.92	\$15.09				
16	\$12.16	\$15.39				

	WWSA	2020	,	,	:
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	Docorde Sporialiet		Custodial Worker II		Rilling Coorielist
Step	Purchasing Clerk		Assistant		Fiscal/Billing Spec.
-	\$33,366.44	\$35,186.19	\$35,425.28	\$36,580.88	\$37,237.05
7	\$34,033.77	\$35,889.91	\$36,133.78	\$37,312.50	\$37,981.79
က	\$34,714.44	\$36,607.71	\$36,856.46	\$38,058.75	\$38,741.43
4	\$35,408.73	\$37,339.86	\$37,593.59	\$38,819.92	\$39,516.26
2	\$36,116.91	\$38,086.66	\$38,345.46	\$39,596.32	\$40,306.58
9	\$36,839.24	\$38,848.39	\$39,112.37	\$40,388.25	\$41,112.71
7	\$37,576.03	\$39,625.36	\$39,894.61	\$41,196.01	\$41,934.97
8	\$38,327.55	\$40,417.87	\$40,692.51	\$42,019.93	\$42,773.67
6	\$39,094.10	\$41,226.22	\$41,506.36	\$42,860.33	\$43,629.14
10	\$39,875.98	\$42,050.75	\$42,336.48	\$43,717.54	\$44,501.72
11	\$40,673.50	\$42,891.76	\$43,183.21	\$44,591.89	\$45,391.76
12	\$41,486.97	\$43,749.60	\$44,046.88	\$45,483.73	\$46,299.59
13	\$42,316.71	\$44,624.59	\$44,927.82	\$46,393.40	\$47,225.59
14	\$43,163.05	\$45,517.08	\$45,826.37	\$47,321.27	\$48,170.10
15		\$46,427.42	\$46,742.90	\$48,267.70	\$49,133.50
16					

	WWSA L	2020 ™	z	0	Œ
Č	Administrative Asst.	Maintenance Wkr.	Lead Maint. Wkr.	Utilization Review Coord. Help Desk Coord. Payroll & Systems Spec.	Creative Services Coord. Communications Coord.
Step 1	\$41,840.88	\$44,098.96	\$48,482.29	\$48,190.06	\$54,897.89
2	\$42,677.69	\$44,980.94	\$49,451.93	\$49,153.87	\$55,995.84
ဂ	\$43,531.25	\$45,880.55	\$50,440.97	\$50,136.94	\$57,115.76
4	\$44,401.87	\$46,798.16	\$51,449.79	\$51,139.68	\$58,258.08
5	\$45,289.91	\$47,734.13	\$52,478.79	\$52,162.48	\$59,423.24
9	\$46,195.71	\$48,688.81	\$53,528.36	\$53,205.72	\$60,611.70
7	\$47,119.62	\$49,662.59	\$54,598.93	\$54,269.84	\$61,823.94
∞	\$48,062.02	\$50,655.84	\$55,690.91	\$55,355.24	\$63,060.42
6	\$49,023.26	\$51,668.96	\$56,804.73	\$56,462.34	\$64,321.62
10	\$50,003.72	\$52,702.33	\$57,940.82	\$57,591.59	\$65,608.06
11	\$51,003.80	\$53,756.38	\$59,099.64	\$58,743.42	\$66,920.22
12	\$52,023.87	\$54,831.51	\$60,281.63	\$59,918.29	\$68,258.62
13	\$53,064.35	\$55,928.14	\$61,487.26	\$61,116.65	\$69,623.79
14	\$54,125.64	\$57,046.70	\$62,717.01	\$62,338.99	\$71,016.27
15	\$55,208.15	\$58,187.64	\$63,971.35	\$63,585.77	\$72,436.60
16					

	<b>WWSA</b>		2021			
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			Custodial			Account Clerk Computer Support
Step		Clerk	Worker I		Shipping/Receiving	Specialist (hrly)
1	\$9.30	\$11.78	\$28,908.59	\$29,848.12	\$30,577.71	\$33,382.38
2	\$9.49	\$12.02	\$29,486.76	\$30,445.08	\$31,189.27	\$34,050.03
3	\$9.6\$	\$12.26	\$30,076.50	\$31,053.99	\$31,813.05	\$34,731.03
4	\$9.87	\$12.50	\$30,678.03	\$31,675.07	\$32,449.31	\$35,425.65
2	\$10.07	\$12.75	\$31,291.59	\$32,308.57	\$33,098.30	\$36,134.16
9	\$10.27	\$13.01	\$31,917.42	\$32,954.74	\$33,760.26	\$36,856.84
7	\$10.48	\$13.27	\$32,555.77	\$33,613.83	\$34,435.47	\$37,593.98
8	\$10.69	\$13.53	\$33,206.89	\$34,286.11	\$35,124.18	\$38,345.86
6	\$10.90	\$13.80	\$33,871.02	\$34,971.83	\$35,826.66	\$39,112.78
10	\$11.12	\$14.08	\$34,548.44	\$35,671.27	\$36,543.20	\$39,895.03
11	\$11.34	\$14.36	\$35,239.41	\$36,384.69	\$37,274.06	\$40,692.93
12	\$11.57	\$14.65	\$35,944.20	\$37,112.39	\$38,019.54	\$41,506.79
13	\$11.80	\$14.94	\$36,663.09	\$37,854.64	\$38,779.93	\$42,336.93
14	\$12.03	\$15.24		\$38,611.73	\$39,555.53	\$43,183.67
15	\$12.28	\$15.54				
16	\$12.52	\$15.85				

	WWSA	2021				
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			Custodial Worker II			
	Records Specialist Purchasing Clerk		Facilities Assistant		Billing Specialist Fiscal/Billing Spec.	
Step						ı
7	\$34,367.43	\$36,241.77	\$36,488.03	\$37,678.31	\$38,354.16	
2	\$35,054.78	\$36,966.61	\$37,217.79	\$38,431.87	\$39,121.25	
က	\$35,755.88	\$37,705.94	\$37,962.15	\$39,200.51	\$39,903.67	
4	\$36,470.99	\$38,460.06	\$38,721.39	\$39,984.52	\$40,701.75	
2	\$37,200.41	\$39,229.26	\$39,495.82	\$40,784.21	\$41,515.78	
9	\$37,944.42	\$40,013.84	\$40,285.74	\$41,599.90	\$42,346.10	
7	\$38,703.31	\$40,814.12	\$41,091.45	\$42,431.89	\$43,193.02	
8	\$39,477.38	\$41,630.40	\$41,913.28	\$43,280.53	\$44,056.88	
6	\$40,266.92	\$42,463.01	\$42,751.55	\$44,146.14	\$44,938.02	
10	\$41,072.26	\$43,312.27	\$43,606.58	\$45,029.07	\$45,836.78	
11	\$41,893.71	\$44,178.52	\$44,478.71	\$45,929.65	\$46,753.51	
12	\$42,731.58	\$45,062.09	\$45,368.28	\$46,848.24	\$47,688.58	
13	\$43,586.21	\$45,963.33	\$46,275.65	\$47,785.20	\$48,642.35	
14	\$44,457.94	\$46,882.59	\$47,201.16	\$48,740.91	\$49,615.20	
15		\$47,820.25	\$48,145.19	\$49,715.73	\$50,607.50	
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	WWSA L	2021 ™	z	0	۵
	Administrative Asst.	Maintenance Wkr.	Lead Maint. Wkr.	Utilization Review Coord. Help Desk Coord. Payroll & Systems Spec.	Creative Services Coord. Communications Coord.
7	\$43,096.10	\$45,421.92	\$49,936.75	\$49,635.77	\$56,544.82
7	\$43,958.03	\$46,330.36	\$50,935.49	\$50,628.48	\$57,675.72
က	\$44,837.19	\$47,256.97	\$51,954.20	\$51,641.05	\$58,829.23
4	\$45,733.93	\$48,202.11	\$52,993.28	\$52,673.87	\$60,005.82
2	\$46,648.61	\$49,166.15	\$54,053.15	\$53,727.35	\$61,205.94
9	\$47,581.58	\$50,149.48	\$55,134.21	\$54,801.90	\$62,430.05
7	\$48,533.21	\$51,152.46	\$56,236.90	\$55,897.93	\$63,678.66
8	\$49,503.88	\$52,175.51	\$57,361.63	\$57,015.89	\$64,952.23
6	\$50,493.95	\$53,219.02	\$58,508.87	\$58,156.21	\$66,251.27
10	\$51,503.83	\$54,283.40	\$59,679.04	\$59,319.33	\$67,576.30
_	\$52,533.91	\$55,369.07	\$60,872.63	\$60,505.72	\$68,927.82
12	\$53,584.59	\$56,476.45	\$62,090.08	\$61,715.84	\$70,306.38
13	\$54,656.28	\$57,605.98	\$63,331.88	\$62,950.15	\$71,712.51
14	\$55,749.40	\$58,758.10	\$64,598.52	\$64,209.16	\$73,146.76
15	\$56,864.39	\$59,933.27	\$65,890.49	\$65,493.34	\$74,609.69
16					

	WWSA A	œ	2022 C	C	ш	ш
	:	ı	Custodial	1	ı	Account Clerk Computer
20		Clerk	Worker I		Shipping/Receiving	Specialist (hrly)
1	\$9.58	\$12.13	\$29,775.85	\$30,743.57	\$31,495.04	\$34,383.85
2	\$9.77	\$12.38	\$30,371.37	\$31,358.44	\$32,124.94	\$35,071.53
3	\$9.97	\$12.62	\$30,978.79	\$31,985.61	\$32,767.44	\$35,772.96
4	\$10.17	\$12.88	\$31,598.37	\$32,625.32	\$33,422.79	\$36,488.42
2	\$10.37	\$13.13	\$32,230.34	\$33,277.82	\$34,091.25	\$37,218.18
9	\$10.58	\$13.40	\$32,874.94	\$33,943.38	\$34,773.07	\$37,962.55
7	\$10.79	\$13.66	\$33,532.44	\$34,622.25	\$35,468.53	\$38,721.80
8	\$11.01	\$13.94	\$34,203.09	\$35,314.69	\$36,177.90	\$39,496.24
6	\$11.23	\$14.22	\$34,887.15	\$36,020.99	\$36,901.46	\$40,286.16
10	\$11.45	\$14.50	\$35,584.90	\$36,741.41	\$37,639.49	\$41,091.88
11	\$11.68	\$14.79	\$36,296.60	\$37,476.23	\$38,392.28	\$41,913.72
12	\$11.91	\$15.09	\$37,022.53	\$38,225.76	\$39,160.13	\$42,752.00
13	\$12.15	\$15.39	\$37,762.98	\$38,990.27	\$39,943.33	\$43,607.04
14	\$12.40	\$15.70		\$39,770.08	\$40,742.20	\$44,479.18
15	\$12.64	\$16.01				
16	\$12.90	\$16.33				

	WWSA	2022				
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	,		Custodial Worker II			
ì	Records Specialist Purchasing Clerk		Facilities Assistant		Billing Specialist Fiscal/Billing Spec.	
Step 1	\$35,398,46	\$37.329.02	\$37.582.68	\$38.808.66	\$39.504.79	
7	\$36,106.42	\$38,075.60	\$38,334.33	\$39,584.83	\$40,294.88	
က	\$36,828.55	\$38,837.12	\$39,101.02	\$40,376.53	\$41,100.78	
4	\$37,565.12	\$39,613.86	\$39,883.04	\$41,184.06	\$41,922.80	
2	\$38,316.43	\$40,406.14	\$40,680.70	\$42,007.74	\$42,761.25	
9	\$39,082.75	\$41,214.26	\$41,494.31	\$42,847.89	\$43,616.48	
7	\$39,864.41	\$42,038.54	\$42,324.20	\$43,704.85	\$44,488.81	
œ	\$40,661.70	\$42,879.31	\$43,170.68	\$44,578.95	\$45,378.58	
6	\$41,474.93	\$43,736.90	\$44,034.09	\$45,470.53	\$46,286.16	
10	\$42,304.43	\$44,611.64	\$44,914.78	\$46,379.94	\$47,211.88	
11	\$43,150.52	\$45,503.87	\$45,813.07	\$47,307.54	\$48,156.12	
12	\$44,013.53	\$46,413.95	\$46,729.33	\$48,253.69	\$49,119.24	
13	\$44,893.80	\$47,342.23	\$47,663.92	\$49,218.76	\$50,101.62	
14	\$45,791.68	\$48,289.07	\$48,617.20	\$50,203.14	\$51,103.66	
15		\$49,254.85	\$49,589.54	\$51,207.20	\$52,125.73	
16						

	WWSA L	2022 M	z	0	۵
	Administrative Asst.	Maintenance Wkr.	Lead Maint. Wkr.	Utilization Review Coord. Help Desk Coord. Pavroll & Systems Spec.	Creative Services Coord. Communications
Step					
_	\$44,388.99	\$46,784.58	\$51,434.86	\$51,124.84	\$58,241.17
7	\$45,276.77	\$47,720.27	\$52,463.55	\$52,147.34	\$59,405.99
က	\$46,182.30	\$48,674.68	\$53,512.83	\$53,190.28	\$60,594.11
4	\$47,105.95	\$49,648.17	\$54,583.08	\$54,254.09	\$61,805.99
2	\$48,048.07	\$50,641.14	\$55,674.74	\$55,339.17	\$63,042.11
9	\$49,009.03	\$51,653.96	\$56,788.24	\$56,445.95	\$64,302.96
7	\$49,989.21	\$52,687.04	\$57,924.00	\$57,574.87	\$65,589.02
œ	\$50,988.99	\$53,740.78	\$59,082.48	\$58,726.37	\$66,900.80
6	\$52,008.77	\$54,815.59	\$60,264.13	\$59,900.90	\$68,238.81
10	\$53,048.95	\$55,911.91	\$61,469.42	\$61,098.92	\$69,603.59
11	\$54,109.93	\$57,030.14	\$62,698.80	\$62,320.89	\$70,995.66
12	\$55,192.13	\$58,170.75	\$63,952.78	\$63,567.31	\$72,415.57
13	\$56,295.97	\$59,334.16	\$65,231.84	\$64,838.66	\$73,863.88
14	\$57,421.89	\$60,520.85	\$66,536.47	\$66,135.43	\$75,341.16
15	\$58,570.32	\$61,731.26	\$67,867.20	\$67,458.14	\$76,847.98
16					

# **Signature Certificate**

#### Folder Ref: d230d5b8493b262f943f7e042ce14cc35e7bba60



Author: Joe Eck Creation Date: 10 Jun 2020, 14:28:02, EDT Completion Date: 16 Jun 2020, 08:41:42, EDT

#### **Document Details:**

Name: WWSA Contract 20-22 + schedules

Type:

Document Ref: a76df275443114513f93d519b02955c26c4e1ce977d70dbcc3d

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Document 63 **Total Pages:** 

## **Document Signed By:**

Name: Danyelle Conner Email: dconner@summitdd.org

IP: 2607:fcc8:6210:4000:f0be:5160:351f:7252

Location: TWINSBURG, OH (US) Date: 12 Jun 2020, 14:23:27, EDT Consent: eSignature Consent Accepted

Security Level: Email

Shellie Blevins Name:

Email: sblevins@summitdd.org

70.62.205.222

Location: TALLMADGE, OH (US) 11 Jun 2020, 07:48:57, EDT Consent: eSignature Consent Accepted

Email Security Level:

Josh Cawein Name: caweinj@ohea.org Email:

IP: 2605:a000:c283:700:5153:4cc0:2b0e:ce73

Location: FRANKLIN, OH (US) 10 Jun 2020, 17:22:59, EDT Date: Consent: eSignature Consent Accepted

Security Level: Email

Name: Janine Riley

Email: jriley@summitdd.org

IP: 70.62.205.222

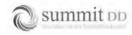
TALLMADGE, OH (US) Location: Date: 11 Jun 2020, 10:14:43, EDT Consent: eSignature Consent Accepted

Security Level: Email Danyelle Conner

Signer ID: PWIVFNATF2...

Joshua Cawein

Signer ID: ASWSA25CW2...



Name: Mira Pozna

Email: mpozna@summitdd.org

IP. 70.62.205.222

Location: TALLMADGE, OH (US) 10 Jun 2020, 16:37:03, EDT Date: eSignature Consent Accepted Consent:

Security Level: Email

Name: Kelli Fisher

Email: kfisher@summitdd.org

70.62.205.222

TALLMADGE, OH (US) Location: Date: 11 Jun 2020, 08:20:11, EDT eSignature Consent Accepted Consent:

Security Level: Email

Sheila Perkins Name:

Email: sperkins@summitdd.org

70.62.205.222

Location: TALLMADGE, OH (US) 11 Jun 2020, 07:03:15, EDT Date: eSignature Consent Accepted Consent:

Security Level: Email

Name: John Trunk

Email: jtrunk@summitdd.org

70.62.205.222

Location: TALLMADGE, OH (US) 10 Jun 2020, 18:05:45, EDT Date: Consent: eSignature Consent Accepted

Security Level: Email

Joe Eck Name:

Email: jeck@summitdd.org

IP: 70.62.205.222

Location: TALLMADGE, OH (US) Date: 10 Jun 2020, 15:19:52, EDT Consent: eSignature Consent Accepted

Security Level: Email

Name: Paula Ost

post@summitdd.org Email:

70.62.205.222

Location: TALLMADGE, OH (US) 16 Jun 2020, 08:41:42, EDT Date: Consent: eSignature Consent Accepted

Security Level: Email

Kelli Fisher

Sheila Perkins

John Trunk

Signer ID: DRVWFXANR2...

Signer ID: 0CO0F9RIK2...

## **Document History:**

Joe Eck created this folder on 10 Jun 2020, 14:28:02, EDT Folder Created Invitation Sent Invitation sent to John Trunk on 10 Jun 2020, 15:17:05, EDT Invitation Sent Invitation sent to Joe Eck on 10 Jun 2020, 15:17:05, EDT

Invitation Sent Invitation sent to Danyelle Conner on 10 Jun 2020, 15:17:05, EDT



Invitation Sent Invitation Sent Invitation Sent **Invitation Sent** Invitation Sent Invitation Sent Invitation Sent Invitation Accepted Invitation Accepted Signed By Joe Eck Invitation Accepted Signed By Mira Pozna Invitation Accepted Signed By Josh Cawein Invitation Accepted Signed By John Trunk Invitation Accepted Signed By Sheila Perkins Invitation Accepted Signed By Shellie Blevins Invitation Accepted Signed By Kelli Fisher Invitation Accepted Signed By Janine Riley Invitation Accepted Signed By Danyelle Conner Signed By Paula Ost

Executed

Invitation sent to Mira Pozna on 10 Jun 2020, 15:17:05, EDT Invitation sent to Shellie Blevins on 10 Jun 2020, 15:17:05, EDT Invitation sent to Josh Cawein on 10 Jun 2020, 15:17:05, EDT Invitation sent to Sheila Perkins on 10 Jun 2020, 15:17:05, EDT Invitation sent to Janine Riley on 10 Jun 2020, 15:17:05, EDT Invitation sent to Kelli Fisher on 10 Jun 2020, 15:17:05, EDT Invitation sent to Paula Ost on 10 Jun 2020, 15:17:05, EDT Invitation accepted by Joe Eck on 10 Jun 2020, 15:17:05, EDT Invitation accepted by Danyelle Conner on 10 Jun 2020, 15:18:34, EDT Joe Eck signed this folder on 10 Jun 2020, 15:19:52, EDT Invitation accepted by Mira Pozna on 10 Jun 2020, 16:36:02, EDT Mira Pozna signed this folder on 10 Jun 2020, 16:37:03, EDT Invitation accepted by Josh Cawein on 10 Jun 2020, 17:21:48, EDT Josh Cawein signed this folder on 10 Jun 2020, 17:22:59, EDT Invitation accepted by John Trunk on 10 Jun 2020, 17:42:30, EDT John Trunk signed this folder on 10 Jun 2020, 18:05:45, EDT Invitation accepted by Sheila Perkins on 11 Jun 2020, 06:58:46, EDT Sheila Perkins signed this folder on 11 Jun 2020, 07:03:15, EDT Invitation accepted by Shellie Blevins on 11 Jun 2020, 07:45:37, EDT Shellie Blevins signed this folder on 11 Jun 2020, 07:48:57, EDT Invitation accepted by Kelli Fisher on 11 Jun 2020, 08:07:24, EDT Kelli Fisher signed this folder on 11 Jun 2020, 08:20:11, EDT Invitation accepted by Janine Riley on 11 Jun 2020, 10:02:50, EDT Janine Riley signed this folder on 11 Jun 2020, 10:14:43, EDT Invitation accepted by Paula Ost on 11 Jun 2020, 10:52:03, EDT Danyelle Conner signed this folder on 12 Jun 2020, 14:23:27, EDT Paula Ost signed this folder on 16 Jun 2020, 08:41:42, EDT Document(s) successfully executed on 16 Jun 2020, 08:41:42, EDT

