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AGREEMENT

Between the

COLUMBIANA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
SERVICE AND SUPPORT ADMINISTRATORS
ASSOCIATION

and the

COLUMBIANA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 1, 2012 – December 31, 2014

TABLE OF CONTENTS

	<u>PAGE(S)</u>
ARTICLE 1. PREAMBLE.....	1
ARTICLE 2. RECOGNITION.....	1-3
ARTICLE 3. NEGOTIATIONS PROCEDURE.....	3-5
ARTICLE 4. LABOR/MANAGEMENT MEETINGS	5
ARTICLE 5. RIGHTS OF THE PARTIES	5-10
ARTICLE 6. GRIEVANCES.....	10-14
ARTICLE 7. SENIORITY	14-15
ARTICLE 8. LEAVES.....	15
8.1 SICK LEAVE.....	15-17
8.2 PERSONAL LEAVE	17-18
8.3 UNPAID LEAVE OF ABSENCE	18-19
8.4 PARENTAL LEAVE.....	19-20
8.5 PROFESSIONAL LEAVE.....	20-21
8.6 ASSAULT LEAVE.....	21-23
8.7 MILITARY LEAVE	23-24
8.8 COURT LEAVE	24
8.9 DISABILITY LEAVE	24-25
8.10 CHRISTMAS LEAVE.....	26
8.11 SUMMER LEAVE.....	26-27
8.12 BEREAVEMENT LEAVE	27
8.13 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA).....	27
8.14 THANKSGIVING LEAVE	27-28
ARTICLE 9. STAFF CERTIFICATION/REGISTRATION.....	28-29
ARTICLE 10. EMPLOYEE EVALUATION.....	29-30
ARTICLE 11. PRODUCTIVITY STANDARD FOR SSAs	30-31
ARTICLE 12. PERSONNEL FILES	31-33
ARTICLE 13. CORRECTIVE ACTION.....	33-35
ARTICLE 14. VACANCIES, PROMOTIONS, TRANSFERS.....	35-37
ARTICLE 15. JOB DESCRIPTION	37
ARTICLE 16. CREDIT TIME.....	38
ARTICLE 17. LAYOFF AND RECALL	38-40
ARTICLE 18. HEALTH AND SAFETY	40-42

ARTICLE 19. WORK RULES	42-43
ARTICLE 20. PROBATIONARY PERIOD	43
ARTICLE 21. HOURS OF WORK	43-44
ARTICLE 22. WORK YEAR.....	44
ARTICLE 23. HOLIDAYS	44-45
ARTICLE 24. DAMAGE TO EMPLOYEE’S PROPERTY	45
ARTICLE 25. CALAMITY DAY PROCEDURE	45-46
ARTICLE 26. BARGAINING UNIT SUPERVISION	46
ARTICLE 27. MILEAGE.....	46
ARTICLE 28. NO STRIKE/NO LOCKOUT	46
ARTICLE 29. INSURANCES.....	46-49
ARTICLE 30 VACATION ACCRUAL.....	49-51
ARTICLE 31. SEVERANCE PAY	51-52
ARTICLE 32. SALARY	52-55
ARTICLE 33. WORKING CONDITIONS	55
ARTICLE 34. SEVERABILITY	55-56
ARTICLE 35. NO REPRISALS	56
ARTICLE 36. IMPLEMENTATION	56
ARTICLE 37. NON-DISCRIMINATION.....	56
ARTICLE 38. EMPLOYEE DRIVING QUALIFICATIONS.....	57
ARTICLE 39. DUPLICATION AND DISTRIBUTION.....	57
ARTICLE 40 SUPERSESSION	57-58
ARTICLE 41. TERM AND DURATION OF AGREEMENT.....	58
APPENDICES.....	59-73
APPENDIX A	59
APPENDIX B.....	60
APPENDIX C.....	61
APPENDIX D	62
APPENDIX E.....	63
APPENDIX F.....	64-65
APPENDIX G	66
APPENDIX H	67
APPENDIX I.....	68
APPENDIX J.....	69

APPENDIX K	70
APPENDIX L.....	71-73

ARTICLE 1. PREAMBLE

The Agreement entered into by the Columbiana County Board of Developmental Disabilities, hereinafter referred to as the “Board” or the “Employer,” and the Columbiana County Board of Developmental Disabilities Service and Support Administrators, an affiliate of the Ohio Education Association, National Education Association, hereinafter referred to as the “Association,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code to set forth the full and complete understandings and agreements between the parties governing wages, hours and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2. RECOGNITION

2.1 Statement of Recognition

The Employer recognizes the Association as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits, and other terms and conditions of employment for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term bargaining unit shall be deemed to include those individuals employed by the Board as set forth in Article 2.2(A).

The Superintendent is recognized as the chief executive officer of the Board. Throughout this Agreement, reference to the Board, Employer, and/or Superintendent will include the designee of each, except in Articles 6 and 13.

2.2 Bargaining Unit Defined

The bargaining unit of employees represented by the Association shall be defined as follows:

A. Inclusions

All full-time and part-time Service and Support Administrators (SSA) and Service Coordinators – Help Me Grow.

B. Exclusions

Management level supervisors, all employees in the Robert Bycroft Teachers Association, all employees in the Columbiana County DD Employees Association, all temporary employees, all intermittent employees, all seasonal employees, all casual employees, two confidential employees and Non-Profit Board employees who are not subject to the Agreement and not subject to the rules and regulations of the DD Board.

2.3 Definitions: The terms listed below when used in this Agreement shall be defined as follows:

A. Employee

A bargaining unit member as defined in Section 2.2(A) of this Agreement.

- B. Full-Time Employee
An employee who works forty (40) hours a week.
- C. Part-Time Employee
An employee whose scheduled work period is less than forty (40) hours per week.
- D. Temporary Employee
An employee employed for an indefinite period of time, either fixed by the length of the absence of an employee due to sickness, disability, approved leave, or lack of volunteer seasonal employees.
- E. Day – A calendar day.
- F. Work Day – A day on which an employee is scheduled to report for work.
- G. Immediate Supervisor
The person in an administrative or supervisory position who is responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible.
- H. Superintendent
The Superintendent of the Columbiana County Board of Developmental Disabilities.
- I. CCBDDSSAA
The Columbiana County Board of Developmental Disabilities Service and Support Administrators Association.
- J. Board
The Columbiana County Board of Developmental Disabilities.
- K. Board Policies
Board policies are written statements which set forth the purposes and prescribe in general terms the programs of the DD Board. They create a framework within which the Superintendent and his staff can discharge their assigned duties with positive direction. The provisions of this Agreement, entered into pursuant to Ohio Revised Code (R.C.) Chapter 4117, prevail over any conflicting Board policies.
- L. Bargaining Unit Work
Any work performed by a bargaining unit member per his job description.

M. Classification

Those as set forth in Inclusions – Article 2.2(A).

N. Positions

Those individual jobs within specific classifications as set forth in Article 2.2(A).

O. Enrollee

Student, client or consumer receiving services from the Board.

P. Active Pay Status

Conditions under which an employee is eligible to receive pay. This shall include, but not be limited to, vacation leave, sick leave, bereavement leave, paid administrative leave, Christmas leave, compensatory time, holidays and personal leave.

Q. Active Work Status

Conditions under which an employee is actually on the job and is eligible to receive pay and does not include time in which an employee is on any kind of leave, compensatory time, holidays and workers compensation.

R. Unpaid Leave

Conditions under which an employee is not on active pay status or active work status. However, an employee being on unpaid leave does not change the employee's right to receive insurance benefits where such benefits are required under specific provisions of this Agreement.

S. Gender and Plural

The masculine, feminine and neuter gender as used in this Agreement shall include one another. The singular in this Agreement shall include the plural and the plural in this Agreement shall include the singular, whenever applicable.

ARTICLE 3. NEGOTIATIONS PROCEDURE

3.1 Bargaining Team

Each team will consist of no more than three (3) participants and one (1) consultant. The Association shall select its members and the Board shall select its members and neither party shall select a member of the other party as a member of its team. Bargaining team members shall be authorized to bargain in good faith.

3.2 Sessions

A. Notice to Negotiate

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations at a mutually convenient time within thirty (30) calendar days upon receiving notice of intent.

B. Negotiations Agenda

At the first session, the parties will attempt to establish dates and times for negotiations sessions for the duration of the negotiation period. Also at the first session, an agenda of the items to be discussed, along with proposals, shall be established. Thereafter, neither party shall submit additional items for negotiations except with the consent of the other party.

C. Negotiations sessions shall be scheduled by mutual agreement of the parties. Prior to the conclusion of each negotiations session, the parties shall agree to the agenda and items to be discussed at the next session.

3.3 Relevant Data

The Board and the Association agree to provide the other, upon written request, pertinent information to areas that may be discussed during the bargaining period.

3.4 Caucus

Either bargaining team may call a caucus during a bargaining session. For caucusing, a separate private room will be provided.

3.5 News Media

Both parties agree that all news releases made during the bargaining process, until impasse is reached, shall be a joint release.

3.6 Agreements

Articles tentatively agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the spokesperson of each party. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party until such time as total agreement is reached on the entire Agreement. After final tentative agreement is reached on all articles, the Association bargaining committee will present such tentative agreements to the membership of the Association for ratification and all of the Association's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. The Association shall notify the Employer of the outcome of the ratification meeting.

Upon notification of ratification by the Association, the Agreement shall be submitted for approval as per R.C. Section 4117.10(B), and shall be acted upon within fifteen (15) days. The

Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval.

3.7 Procedures Under R.C. 4117

Unless modified by the terms of this Agreement, upon the filing of a Notice to Negotiate, the parties agree to conduct all negotiations in accordance with all the appropriate sections of R.C. Chapter 4117.

3.8 Impasse

If an impasse develops between the negotiating teams after full consideration of the issues and the expiration of ninety (90) days from the onset of negotiations, either party may declare impasse and ask for the assistance of the Federal Mediation and Conciliation Service (FMCS). The parties agree that this alternative dispute resolution procedure shall supersede and replace the procedure laid out in R.C. § 4117.14(C).

ARTICLE 4. LABOR/MANAGEMENT MEETINGS

In the interest of sound labor/management relations, the Employer shall meet with not more than three (3) representatives of the Association as needed to discuss pending problems and to promote a more harmonious labor/management relationship. In the first week of January of each year, the Association shall notify the Employer of the three (3) representatives that will attend labor/management meetings for that year. Representatives shall be appointed for one (1) year terms from January 1 through December 31. Meetings can be scheduled at mutually agreed upon times and dates.

ARTICLE 5. RIGHTS OF THE PARTIES

5.1 Management Rights

It is agreed that the Employer reserves the customary rights, privileges and authority of management, including but not limited to the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. to determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. to determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work, lack of funds, or reorganization for efficiency and program purposes.
- E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

- F. to determine when a job vacancy exists, and the standards of quality and performance to be maintained;
- G. to maintain the security of records and other pertinent information;
- H. to determine and implement necessary actions in emergency situations; and
- I. to exercise such rights and responsibilities in a fair and equitable manner.

The Association recognizes and accepts that all responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

5.2 Association Rights

A. Payroll Deductions

1. Association members shall be permitted to authorize payroll deductions of Association dues. The member must submit a written authorization or revocation by the first of the month in which he wants the deductions to begin or terminate. Dues shall be deducted in equal amounts. Said payroll deducted dues shall be submitted to the Treasurer of the Association.
2. The Board agrees to deduct regular Association membership dues from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the Association Treasurer. Upon receipt of the proper authorization as contained herein, the Board will deduct Association dues in equal amounts from each of twenty-four (24) pays. Deductions begin in the pay period following the pay period in which the authorization was received by the Board. Pursuant to authorization by the employee, the Board shall deduct Association dues.
3. The Board shall be relieved from making such individual check-off deductions upon (a) termination of employment; (b) transfer to a job other than the one covered by the bargaining unit; (c) layoff from work; or (d) an agreed unpaid leave of absence.
4. The Board shall not be obligated to make dues and fees deductions from any employee who during any pay period involved shall have failed to receive sufficient non-encumbered wages equal to the dues deduction.
5. It is agreed that neither the employees nor the Association shall have a claim against the Board for errors in the processing of deductions unless a claim of error is made to the Board in writing within ninety (90) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deductions would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

6. The rate at which dues and fees are to be deducted shall be certified to the bookkeeping department of the County Auditor's office in writing by the Treasurer of the Association. One (1) month advance notice must be given to the bookkeeping department of the County Auditor's office prior to making any changes in the rate of dues deduction.

B. Fair Share Fee

The Association has the right to have deducted from the pay of the members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.

1. Notice of the amount of the annual fair share fee which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association Treasurer to the County Auditor on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association Treasurer.
2. Payroll deduction of such fair share fees shall commence on the first payday which occurs on or after January 15th annually. In the case of unit employees newly hired up to the beginning of the membership year, the payroll deduction shall commence on the first payday on or after, the latter of sixty (60) days employment in a bargaining unit position or January 15th.
3. The Board shall request that the County Auditor shall, upon notification from the Association Treasurer that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall be on the first payday occurring on or after forty-five (45) days from the termination of membership.
4. The Board further agrees to request that the County Auditor accompany each such transmittal with the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member for the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws, rulings from courts of competent jurisdiction, the State Employment Relations Board and the constitutions of the United States and the State of Ohio.

6. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.
7. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed.
 - b. The Association shall reserve the right to designate counsel to represent and defend the Employer. The Board may retain their counsel at their sole expense. No settlement will be made without the consent of their counsel.
 - c. The Board agrees to:
 - i. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - ii. permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - iii. not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

C. Bulletin Boards

The Board agrees to provide space for bulletin boards in each work site in agreed upon areas for use by the Association. The space allocated shall be approximately 36 inches by 48 inches. The cost of supplying said bulletin board shall be borne by the Association. Bulletin boards shall be for posting of notices.

D. Internal Mail

The Association shall have the right to use the internal mail system of the Board in order to convey information to bargaining unit members.

E. Copy of the Board's Minutes and Agendas

The SSA designee will be provided a complete electronic copy of the agenda, including attachments, and official minutes of each Board meeting. The SSA designee will provide a current, working email address to the Superintendent and immediately notify the same whenever such email address is changed. Copies of Board agendas may be printed on Board printers during non-work time for a charge of \$.05 per side. A corrected, complete and up-to-date agenda shall be available to the SSA representative attending the Board meeting the night of the meeting. The Superintendent will email any addendums to the Board agenda to the SSA designee after the Board meeting. The Association is to be a regular part of the Board meeting agenda for rights to speak in accordance with Board Policy 121 except that the Association shall not be required to give seven day notice of its

participation in the meeting and shall only be required to give notice of the topic(s) to be addressed by the Monday before the meeting.

F. Board Policy Manual

A complete up-to-date copy of the Board Policy Manual shall be made available to Association members at each worksite. A copy of the same shall also be issued to the Association President. Such copies shall be updated whenever the Board changes/amends its policies. The Association shall bear the cost of said copies at \$.05 per side.

G. Use of Facilities

The Association shall have the right to use Board facilities for its meetings in accordance with Board policy dealing with the use of its facilities by groups and organizations. Such requests must be made in writing to the supervisor in charge of the facility.

H. Release Time

The investigation and writing of grievances shall be during the employees' break time. The aggrieved employee and the Association representative will not suffer any loss of pay while attending grievance hearings scheduled during their regular work time.

I. New Postings

The Association shall be provided with a copy of all postings, whether in the bargaining unit or not.

J. DODD Rules

The Association or each employee, upon request to their immediate supervisor, shall be provided with a copy of the Ohio Department of Developmental Disabilities (DODD) rules for review. The employee may copy such rules at a cost of \$.05 per side.

K. Association Leave

The Association shall have the right to use eight (8) days of Association Leave annually, consisting of four (4) paid days and four (4) unpaid days, non-cumulative to attend to Association business (excluding grievance hearings). Such days must be taken in minimum one-half (1/2) day increments and the SSA designee must give the Superintendent at least three (3) workdays advance notice of the intended leave. The Superintendent shall have the right to deny such leave request on days when there is a shortage of staff which could cause program operational problems.

L. Conducting Association Activities

The Association representatives shall be permitted to conduct Association activities as stated in this Agreement on Board-owned or controlled premises during the representative's break time. No activities shall disrupt any employee's work schedule.

M. Association Representative at Discipline Meeting

An employee, at his option, may request that an Association Representative be present at any disciplinary meeting between the Employer and/or his designee, and the employee.

N. Conference Time for Association Representatives

Any Association representative who attends a grievance hearing as the Association representative or a disciplinary meeting at the request of the affected employee and which is scheduled by the Employer on the employee's time, shall not suffer the loss of pay for the time in attendance or travel to or from said hearing or meeting.

O. Officer Roster

The Association shall submit to the Board a list of officers and Area Representatives within thirty (30) days of election. Any changes shall be submitted in writing within thirty (30) days.

P. Equipment Usage

The Association shall have the right to use the PA system when school or workshops are not in session and copy machines, at \$.05 per side and typewriters and fax machines at actual charges as submitted by the telephone company, where necessary to carry out official Association responsibilities, subject to prior approval of the Superintendent or his designee.

Q. Association Announcements

The Association shall have the right to make announcements at the end of any staff meeting.

R. Change of Address/New Hires

The Employer shall provide to the Association the names and classifications of all new bargaining unit employees hired by the Board.

ARTICLE 6. GRIEVANCES

6.1 Grievance Adjustments

It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the Board and the Association.

6.2 Definitions

A. Grievance

A claim by the Association or an employee of a misinterpretation, misapplication or violation of a specific provision of this Agreement.

B. Grievant

A grievant is the person or persons or Association making the claim.

C. Days

The term days when used in this procedure shall mean working days.

D. Immediate Supervisor

The immediate supervisor shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceeding shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

E. Verification of Receipt of the Grievance

At any step of the grievance procedure, if there is a need to give a written grievance to the Superintendent or immediate supervisor, or his designee, said designee shall initial and date the copy of the grievance verifying the date and receipt of the grievance.

6.3 Procedure

A. Informal Step – Immediate Supervisor

Within fifteen (15) days of when the grievant/Association became aware of or should have been aware of an event giving rise to a grievance, the grievant/Association shall inform his immediate supervisor that he is instituting the informal step of the grievance procedure. Within five (5) days after the grievant/Association has informed his immediate supervisor that he is instituting a grievance, a meeting shall be scheduled by his immediate supervisor to meet with the grievant and the Association representative in order to discuss the event in an attempt to settle the issue prior to a formal grievance being filed. If the parties are unable to resolve the issue at the informal step, a written grievance shall be filed by the grievant/Association with his supervisor within five (5) days of the conclusion of the meeting. The grievant/Association must cite the specific section of the Agreement which has allegedly been violated and clearly identify the facts upon which the grievance is based, as well as the remedy requested. (See Appendix A).

B. Step 1 – Supervisor

1. The supervisor (currently identified as the Service and Support Supervisor) shall, within five (5) days of receipt of the written grievance, conduct a formal meeting between himself, the grievant and/or the Association representative. Prior to this meeting taking place, the supervisor shall make a complete and thorough investigation of the allegations contained in the grievance. The supervisor shall provide in writing to the Association his disposition within five (5) days of the conclusion of the meeting.
2. If the Association is not satisfied with the written disposition received from the supervisor, the Association may, within five (5) days of receipt of the

supervisor's decision, submit the grievance to Step 2 of the procedure, by filing the grievance with the Superintendent.

C. Step 2 – Superintendent

The Superintendent, upon receipt of a written grievance, shall conduct a formal meeting between himself and the Association. This meeting shall be conducted within five (5) days of the receipt of the written grievance. Prior to this meeting taking place, the Superintendent shall make a thorough and complete investigation of all allegations contained in the grievance. Within five (5) days of this meeting, the Superintendent shall provide the Association with his written disposition.

D. Step 3 – Mediation

If the Association is not satisfied with the written disposition received from the Superintendent, it may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made to FMCS and with a copy to the Superintendent within five (5) days of receipt of the Superintendent's Step 2 decision. In the event that the grievance is not submitted to mediation within the prescribed time limits, the grievance shall be considered resolved based upon the Step 2 decision.

Upon mutual agreement of the Board and the Association, this step may be waived.

E. Step 4 – Arbitration

1. If the Association is not satisfied with the outcome of the mediation (or the parties mutually agree to waive Step 3), the Association may submit the grievance to arbitration. Within ten (10) days of the mediation (or Step 2 if the parties mutually agree to waive Step 3), the Association shall notify the Superintendent of the Association's decision to proceed to arbitration and shall file the grievance with the American Arbitration Association (AAA). In the event the grievance is not submitted to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the results of the Step 3 mediation.
2. Included with its demand for arbitration, the Association shall request a list of fifteen (15) impartial arbitrators from AAA. Upon receipt of the list of fifteen (15) arbitrators, the parties shall select an arbitrator within ten (10) days from the date of the AAA letter listing the arbitrators. The parties shall use the priority ranking method for selection of an arbitrator. The parties shall abide by and all procedures related to the hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of AAA.
3. The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his

determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

4. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the issue is arbitrable, the grievance will be heard on its merits by the same arbitrator.
5. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s). All costs directly related to the services of the arbitrator shall be borne by both parties for the first three arbitrations of this Agreement. After that, the cost of the arbitration (room charges, court reporter, substitutes, etc.), the arbitrator, and the services of AAA (administrative fees) shall be borne by the losing party. In the event, however, the arbitrator renders a decision in which neither party is clearly identified as the loser, such costs shall be borne by both parties according to a distribution of costs recommended by the arbitrator.
6. If grievance meetings and hearings are to be held during regularly scheduled work hours, no employee required to participate shall suffer any loss of pay or benefits as a result of such required participation. Grievance hearings shall normally be held on workdays after 3:30 p.m.

6.4 Miscellaneous

A. Grievance Forms

The form for processing grievances (Appendix A) shall be available from the Association. If retained, they shall be filed separately from the personnel file.

B. No Reprisals

No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

C. Withdrawing Grievance

The grievance may be withdrawn by the grievant/Association at any time with prejudice.

D. Presence of Association

The Association shall be present for the adjustment of any and all grievances. The grievant has the right to Association representation at each step of the grievance process.

E. Failure to Meet Time Lines

Should the Board fail to meet any designated timelines, the Association has the right to proceed to the next step in the grievance process. If a grievance decision is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal should be barred.

F. Receipt of Grievance Forms and Decisions

All grievances forms shall be signed by the supervisor or their designee acknowledging receipt. All written dispositions to grievances shall be given to the grievance chairperson. The written dispositions shall be signed by the Association grievance chairperson acknowledging receipt.

ARTICLE 7. SENIORITY

7.1 Seniority Defined

For all purposes, seniority for employees covered by this Agreement shall be defined as continuous service as a member of the bargaining unit.

7.2 Seniority Adjustments

An employee on an unpaid leave of absence as defined within this Agreement in Section 8.3, will have seniority adjusted as may be required under the terms of the aforementioned section.

7.3 Loss of Seniority

Seniority shall be broken when an employee retires or resigns; is discharged for cause; or otherwise leaves employment of the Board.

7.4 Seniority List

The Board shall maintain a seniority list of all bargaining unit employees, which lists each employee's seniority date. This list shall be posted and provided to the Association on an annual basis, on or before October 1st. Employees shall have the right to review the seniority list and shall have the right to submit any corrections to the Employer within thirty (30) days of the posting. An employee shall waive his right to dispute all aspects of the seniority list (including an employee's placement on it) if he does not raise such dispute within thirty (30) days of the posting of the list. The seniority list shall be sent to all members that are on layoff.

Seniority shall be considered in promotions and transfers.

7.5 Seniority for Vacation, Promotions and Transfers

Seniority shall be used for scheduling vacation leaves of employees and shall be considered in promotions and transfers.

7.6 Tie Breaker

- A. A tie in seniority shall occur when two (2) or more employees commence employment in a bargaining unit position on the same day.
- B. Ties in seniority shall be broken by the following method(s), in order, to determine the most senior employee:
 - 1. The employee's first day of reporting to work, being on the job and being paid by the Employer.
 - 2. A flip of a coin conducted by the Superintendent in the presence of the SSA designee.

Determinations of seniority using this procedure are permanent.

ARTICLE 8. LEAVES

8.1 SICK LEAVE

A. Crediting of Sick Leave

Sick leave credit shall be earned by full-time employees at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Employees (full-time, part-time and seasonal) shall accumulate unused sick leave without limit.

B. Retention of Sick Leave

- 1. An employee that transfers from another public agency to the Columbiana County Board of DD shall retain credit for any sick leave earned from the previous agency. However, if the employee received payment for his accumulated sick leave upon severing employment from the previous agency, his sick leave accumulation will be deemed to have been eliminated and the Board shall not grant any credit for such sick leave.
- 2. An employee who has been separated from public service shall have previously accumulated sick leave placed to his credit upon his reemployment with the Columbiana County Board of DD, provided such reemployment takes place within ten (10) years of the date of termination from previous public service and the employee did not receive payment for such sick leave upon severing employment.

C. Charging of Sick Leaves

Sick leaves shall be charged in minimum units of ½ hour. Payment for sick leave shall not exceed the normal work day or workweek earnings.

D. Uses of Sick Leave

Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.
2. Medical, dental or optical examination or treatment of the employee, minor child, or a dependent member of the employee's immediate family, which requires the presence of the employee and cannot be scheduled during non-working hours.
3. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees, as documented in writing by the attending physician and provided to the Board.
4. If a member of the immediate family is afflicted with a contagious disease that requires the care and attention of the employee, as documented in writing by the attending physician and provided to the Board.
5. The employee's pregnancy and/or childbirth and other conditions related thereto.
6. The death of a grandparent-in-law, niece, nephew, aunt or uncle of the employee or his spouse. The employee may use a maximum of one (1) sick leave day to attend the funeral of the above-stipulated relatives. If the funeral is more than 100 miles away, an employee may use one (1) additional sick day.
7. Sick leave may not immediately follow any unpaid leave of absence.

E. Evidence Required for Sick Leave Usage

1. The Employer shall require an employee to furnish a standard written signed statement explaining that the employee wishes to use sick leave for the time off (Appendix B). Such a signed written statement must be submitted to the employee's supervisor within three (3) working days of the return from such absence.
2. The Board may require a written and signed statement from the employee's licensed physician if the sick leave is for more than three (3) consecutive days.
3. Falsification of either the employee's signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

F. Notification by Employee

When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor. If emergency conditions make it impossible to report an absence no later than one (1) hour before the employee's report time to work, the employee shall report off as

far in advance of his start time as possible. An emergency condition shall be defined as an unforeseen combination of circumstances that calls for immediate action.

G. Physician Examination

The Employer may require the employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

H. Reporting of Sick Leave

The sick leave usage and accrual shall be provided in writing, monthly, and distributed with the employee's paycheck.

I. Sick Leave on Calamity Days

Employees who have requested sick leave on a calamity day shall not be charged sick leave for those hours that: (1) the employee would have been released on a calamity day if he had been at work; (2) the building where the employee works is closed (e.g., no heat, no water, etc.); or (3) the sheriff closes the roads.

J. Definition of Immediate Family

Spouse, child, parents, loco-parentis, stepparents, custodial stepchild, brother, sister, grandparents, grandchild, or any person living in the employee's household.

K. Required Physician Statement for Sick Leave

The Board may require a written and signed statement from the employee's physician when his sick leave exceeds three (3) consecutive days.

L. Donation of Sick Leave

When an employee has exhausted his sick leave, the employee may request his immediate supervisor send a request for donation of sick leave to bargaining unit members. Bargaining unit members wishing to donate accumulated sick leave to the requesting employee will notify their supervisor electronically within 48 hours of the request that they will participate. Bargaining unit members may donate one sick leave day per request, up to a maximum of two (2) sick leave days per contract year. Bargaining unit members are not required to donate.

8.2 PERSONAL LEAVE

A. Amount of Personal Leave

Full-time employees shall be granted four (4) noncumulative days of paid personal leave, to conduct personal business.

B. Personal Leave Request

Requests for personal leave must be made as soon as possible, but no later than three (3) days in advance of the day requested, on the appropriate form, Appendix B. Requests for personal leave shall not be unreasonably denied. However, the Superintendent has the express right to deny personal leave due to program operational problems.

C. Use of Personal Leave

Personal leave may be used for the following reasons: (1) personal business which may not otherwise be performed during non-work hours; and (2) emergencies.

Personal leave shall not be used to extend any holiday time off. Personal leave shall not immediately precede or follow an unpaid leave of absence. However, employees may use a personal leave day on the Friday after Thanksgiving and on the Monday after Easter if such days are not scheduled client days.

D. Special Circumstances

When situations occur that may make it impossible to comply with the requirements of this Article for use of personal leave, each situation will be evaluated on a case-by-case basis by the Employer.

E. Increment Usage

Personal leave may be used in one half (1/2) and (1) day increments.

F. Additional Personal Leave

Any employee who is required to be on call shall receive one (1) personal day every year, in addition to any personal days granted herein.

G. Longevity Bonus Leave Day

Any full-time, part-time or seasonal employee who has completed fifteen (15) years of service with the Board, will be entitled to request and receive one (1) paid leave day per year to be taken on a day when clients are not scheduled for attendance nor when the Board has scheduled in-service day. An employee must provide the Employer with at least twenty-four (24) hours advance notice on the appropriate leave form, in advance of the day requested (Appendix B).

8.3 UNPAID LEAVE OF ABSENCE

A. Entitlement to Unpaid Leave

1. All full-time employees who have completed their probationary period may be granted no more than one (1) unpaid leave of absence during any one calendar year. The leave request shall be for a minimum duration of one (1) day and shall not exceed a maximum duration of twelve (12) months in any three (3) calendar years period. The unpaid leave of absence shall be requested through the employee's immediate supervisor. The leave may be requested for the

employee's personal illness, injury or disability or the illness, injury or disability of the employee's spouse, child under the age of 18 or stepchild under the age of 18.

2. Employees on an unpaid leave shall not be employed elsewhere during their normal work hours during such leave period.
3. An employee's reason for requesting an unpaid leave of absence must be approved in advance by the Employer and will be evaluated on a case-by-case basis. Decisions to grant leave will not be arbitrary or capricious.
4. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all appropriate authorized leave, nor is the Board in any way limited in taking disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

B. Insurance on Leave of Absence

Any employee who is on an unpaid leave of absence is entitled to coverage or continuation of coverage in accordance with applicable premiums as provided for by law (COBRA).

C. Reassignment After the Leave

Upon completion of a leave of absence, the employee is to be returned to the position and location formerly occupied or to a similar position, if the employee's former position is not vacant or no longer exists. If an employee fails to return to work at the expiration of a leave of absence and does not submit a resignation, the employee shall be considered absent without leave and shall be subject to immediate termination.

D. Unpaid Leave of Absence Abuses

If it is determined that an employee is abusing the leave of absence and not actually using said leave for the purpose specified, the Superintendent may cancel the leave and require the employee to report for work and/or may invoke disciplinary action including dismissal. Falsification of the employee's signed statement shall be grounds for disciplinary action including dismissal.

E. Employee Seniority

Seniority shall not be interrupted by an unpaid leave of absence but the employee shall not accrue seniority while on unpaid leave of absence, unless the absence is due to a work-related injury.

8.4 PARENTAL LEAVE

A. Parental Leave Duration

A full-time employee who becomes pregnant or who becomes a parent by childbirth or adoption shall, upon request, be granted a parental leave of absence without pay for a

period of time requested by the employee not to exceed six (6) consecutive, uninterrupted months. Upon the employee's request, additional unpaid leave shall be granted by the Board for a period not to exceed six (6) additionally consecutive uninterrupted months.

B. Parental Leave Requests

1. Requests for parental leave shall be submitted sixty (60) calendar days prior to commencement of the leave.
2. For the additional six (6) months, requests shall be submitted sixty (60) days prior to the end of the first six (6) months.
3. In the case of adoption, the employee shall give notice as soon as possible.

C. Parental Leave Assignment

Upon completion of said parental leave, the employee shall be returned to the same assignment, if it exists, or a comparable assignment with no loss of pay.

D. Parental Leave Expiration Notice

An employee granted leave under this section shall provide written notice to the Superintendent of his intent to return or not to return to work at least ten (10) work days prior to the expiration of his parental leave.

E. Parental Leave Entitlement to Insurance

An employee who is on a parental leave is entitled to continuation of coverage in accordance with applicable premiums as provided for by law (COBRA).

8.5 PROFESSIONAL LEAVE

A. Definition

Professional leave shall be defined as leave to attend professional meetings/conferences where the employee will not receive any credit toward maintaining, meeting or exceeding the minimum requirements for certification/registration. When required by management to attend professional meetings/conferences, the employee will be reimbursed for travel expenses and registration costs.

B. Provision for Professional Leave

A full-time employee will be granted three (3) days of leave with pay, for attendance at professional meetings and conferences, or for visitations of a professional nature. The purpose of said leave shall be to enhance the professional qualifications of members of the bargaining unit. Members shall apply for professional leave using the Pre-Approval Request for Professional Leave form, Appendix K. Requests must be made at least ten (10) calendar days prior to the date of the meeting, unless waived by the Superintendent.

C. Granting Leaves

Leave will be granted by the Board, when it is determined by the Employer, that the leave will benefit the Board and the employee. The Superintendent shall respond to the leave request within five (5) work days of receipt of the request. If said leave is not granted, the Employer will put the reason for the denial in writing and forward the response to the employee. Such decisions shall not be arbitrary, capricious or discriminatory. Such decisions shall be appealable through the grievance procedure.

D. Expenses Reimbursement

Employees will receive reimbursement for expenses incurred in accordance with Board policy. Approval for leave and expenses must be given prior to the leave, if not, the employee will be liable for any and all expenses incurred. Reimbursement shall occur within sixty (60) days of submission of receipts.

Registration Fee	Actual Cost (receipt required)
Lodging	Actual Cost (receipt required) up to a maximum of \$95.00 per night
Meals	Actual Cost (receipt required) up to a maximum of \$23.00 per diem.
Travel	Mileage reimbursement shall be based upon the I.R.S. determined rate, which is in effect as of July 1 of each year.

All requests for reimbursement must be submitted within one calendar month of completion of the meeting/conference or visitation to be eligible for reimbursement.

E. Overtime for Professional Leave

Any employee who attends a professional meeting or conference at the Board's request shall be paid overtime if the meeting and travel time exceeds his regular work day.

8.6 ASSAULT LEAVE

A. Definition

An assault shall be defined as an aggressive act of an enrollee which results in physical harm to an employee.

B. Assault Leave Eligibility

An employee shall be eligible for assault leave with pay, upon approval of the Employer, when said employee is required to be absent from his duties due to physical disability resulting from:

1. an assault by a program enrollee which occurs in the course of Board employment during work hours;
2. an assault by an enrollee while the employee is required to be in attendance at a program-sponsored function; or,

3. an assault by an enrollee during the employee's involvement in any program-related, Board-approved activity either on or off Board grounds.

C. Assault Leave Applications

To qualify for assault leave pay, the employee shall file with his immediate supervisor a statement of circumstances of the injury (Appendix B), which shall show conclusively that:

1. the injury was sustained in the line of duty;
2. the injury was inflicted by an enrollee; and
3. the injury did not result from accident, misbehavior or negligence on the part of the employee.

The statement shall contain the signature(s) of any witness(es) to the assault. All reports will be carefully investigated.

D. Assault Leave Physician's Statement

The employee shall be required to furnish a statement from a licensed physician notifying the Board that the employee was/is unable to perform his duties as a result of an assault as defined in Section A of this Article. The physician shall state the length of time the employee will be unable to perform his duties as a result of the assault.

E. Duration of Assault Leave

Upon approved request for assault leave, the employee will be paid his regular rate of pay for such time as he is required to be absent from work for up to a limit of twenty (20) working days, as supported by the physician's statement in Section C of this Article.

F. Expiration of Assault Leave

All payment for assault leave shall be in lieu of sick leave pay, vacation pay, personal day pay, or worker's compensation pay. At the end of twenty (20) work days, the employee may:

1. take accrued sick leave;
2. file for worker's compensation pay;
3. apply for disability leave.

G. Employment while on Assault Leave or Disability Leave

Employees on Board-approved assault leave or disability leave shall not be gainfully employed during normally scheduled work hours while on such leave. Any employee found to be employed while on assault leave or disability leave will automatically forfeit his right to such leave and shall immediately return to work.

H. Worker's Compensation

1. The employee shall file a claim with Worker's Compensation for wages and medical coverage within forty-eight (48) hours of the assault.
2. The employee shall process his claim through all procedures in a timely fashion in order to obtain the Worker's Compensation wages and medical coverage.
3. If said employee receives any wages or payment from Worker's Compensation for any or all of the assault leave and the Board paid his salary, he shall reimburse the Board for all of the wages or payments received from Worker's Compensation within five (5) days of receipt of such wages or payment. The employee shall inform the Superintendent of all wages or payments received from Worker's Compensation. If the employee fails to adhere to this requirement, the Board has the express right to deduct such amount from the employee's paycheck.

I. Falsification of Assault Leave Documents

Payment for assault leave shall not exceed the employee's regular rate of pay for said assault leave. All required forms and/or statements must be submitted to the Board prior to the approval of requested assault leave. Falsification of either the employee's signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

J. Assault Leave/Sick Leave

Assault leave shall not be charged against an employee's sick leave credit.

K. Medical Attention Required

Employees should obtain necessary medical treatment for said assault. The employee shall return to his duties at the earliest time permitted as documented by the attending physician. If said documentation of the attending physician is in question, the Board, at the Board's expense, shall have the right to send the employee to a Board-designated physician. The appointed physician's findings may be appealed by the employee through the grievance procedure.

8.7 MILITARY LEAVE

A. Duration of Military Leave

Employees who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training, or active duty for a period of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in one calendar year is one hundred seventy-six (176) hours.

B. Military Leave Requests

Employees are required to submit to the Board an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

8.8 COURT LEAVE

A. Court Leave Pay

The Board shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation, minus court-approved expenses, received from the court for jury duty is to be remitted by the employee to the Board, unless such duty is performed totally outside of normal working hours.

B. Court Leave Exclusions

Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, etc. Personal or vacation leave shall be taken for such matters, if scheduled in advance with the Board. An unpaid leave of absence may be granted in the event personal and vacation leave has been exhausted.

C. Duration of Court Leave

It is understood that an employee released from jury duty three and one-half (3 ½) hours prior to the end of his scheduled work day, shall report to work for the remaining hours.

8.9 DISABILITY LEAVE

A. Disability Leave Granted

For purposes of this Agreement, a disability includes a physical or mental impairment that substantially limits one or more of an employee's major life activities.

An employee who has exhausted his accumulated sick leave may be eligible for disability leave. Prior to being granted a disability leave, the employee shall submit the request for disability leave on the appropriate form (Appendix C), in writing to the Employer. A physician's statement shall be attached to the request indicating that the employee should be placed on disability leave due to a disability in conformance with the definition above. If the employee follows the procedure, he shall be granted unpaid disability leave for the duration of his illness; or the length of time he is declared physically incapable of performing his duties by a licensed physician.

B. Length of Disability Leave

A disability leave may be granted for a minimum of ten (10) consecutive work days and a maximum of twelve (12) consecutive months during the length of the Agreement.

C. Return from Disability Leave

Five (5) working days prior to the employee's date of return to duty, he must present to the Board a release from his physician allowing him to return to duty in full capacity after being on disability leave. In the case of the leave being less than one (1) month, the employee must give a one (1) day return notice. The Employer also has the right to require the employee be examined by a physician of the Employer's choice, and at the Employer's expense, prior to the employee returning to work, or within five (5) work days thereafter, to verify the employee no longer has a disability and can perform the duties of his position. If the determination of the employee's physician is in conflict with the determination of the physician selected by the Employer, the determination of the physician chosen by the Employer regarding the employee's ability to return to work prevails.

D. Assignment after Disability Leave

An employee returning from disability leave shall be reinstated in the same or similar position as held before the leave.

E. Failure to Return

An employee who does not return from disability leave by the expiration of the approved leave, formally resigns or takes disability retirement shall be separated from employment.

F. Seniority on Disability Leave

An employee's seniority will accrue on disability leave unless he is approved for disability retirement under the Ohio Public Employees Retirement System (OPERS). Upon being approved for disability retirement, the employee will no longer accrue seniority rights.

G. Insurance While on Disability Leave

Employees on disability shall be entitled to insurance coverage as outlined in Article 29.

H. Disability Retirement Under the OPERS

An employee may be eligible for disability benefits under OPERS (R.C. § 3309.39, § 3309.40 and § 3309.401) if he has a disabling condition that is either permanent or presumed to be permanent for twelve continuous months following the filing of an application for disability coverage with OPERS.

If an employee applies for and is approved to receive a disability benefit under R.C. § 3309.40 or § 3309.401, he shall immediately inform the Superintendent.

8.10 CHRISTMAS LEAVE

A. Entitlement to Leave

Full-time employees are entitled to four (4) consecutive days of paid Christmas leave under the following conditions:

1. There must be one (1) SSA on duty in the Service and Support Administration office during the Christmas recess. Such SSA will also be required to be on call during the Christmas recess period.
2. In order to meet the requirements of one (1) SSA on duty during Christmas recess, SSA's may volunteer to work during the Christmas recess. If more than one (1) SSA volunteers, the most senior shall be selected to work on a rotating basis each year during the Christmas recess. If no SSA volunteers to work this assignment, then one (1) SSA shall be assigned to work Christmas recess starting with the least senior and rotating such assignment each Christmas recess period.
3. Any SSA working four (4) days during the Christmas recess period may take his four (4) days of paid Christmas leave at a different time of the year as mutually agreed to with the Employer and based on operational needs and staffing requirements.
4. If an SSA takes an unpaid leave the day immediately preceding or following the Christmas Leave period, the SSA will not receive payment for the Christmas Leave. However, if the SSA is on a disability leave on the day immediately preceding or following the Christmas Leave period, he shall receive payment for the Christmas Leave.

8.11 SUMMER LEAVE

SSA's are entitled to one (1) day of paid Summer Leave that can be used immediately preceding or immediately after the Fourth of July under the following conditions:

1. There must be one (1) SSA on duty in the Service and Support Administration office during the Summer Leave. The SSA on duty will also be required to carry a pager during Summer Leave.
2. In order to meet the requirement of one (1) SSA on duty during Summer Leave, SSA's may volunteer to work during the Summer Leave. If more than one (1) SSA volunteers, the most senior shall be selected to work on a rotating basis each year during the Summer Leave. If no SSA volunteers to work this assignment, then one (1) SSA shall be assigned to work the Summer Leave starting with the least senior SSA and rotating such assignment each Summer Leave period. The SSA who works during the Summer Leave is permitted to use his day of Summer Leave at any time within two (2) weeks of the Fourth of July as mutually agreed to with the Employer and based on operational needs and staffing requirements.
3. If an SSA is on unpaid leave the day immediately preceding or following the Summer Leave, the SSA will not receive payment for the Summer Leave. If,

however, the SSA is on disability leave on the day immediately preceding or following the Summer Leave, he will receive payment for the Summer Leave.

8.12 BEREAVEMENT LEAVE

A. Entitlement to Bereavement Leave

An employee shall receive three (3) days of bereavement leave to attend a funeral of a member of the employee's immediate family. The three (3) days shall not be deducted from sick leave. If the employee has to travel over 600 miles, the employee may be granted three (3) additional days of sick leave.

B. Definition of Immediate Family

For purposes of this article, immediate family shall include the following:

- spouse;
- children, including stepchildren;
- parents, including stepparent;
- grandparents;
- grandchildren;
- brother;
- sister;
- in-laws, to include father, mother, brother, sister, daughter and son;
- loco Parentis; and
- any person who resides at employee's residence.

8.13 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

- A. Both the Employer and the Association agree to abide by the terms, conditions and regulations of the FMLA of 1993.
- B. The definition of a year shall mean a contract year, running from January 1 through December 31.

8.14 THANKSGIVING LEAVE

- A. Full-time employees are entitled to one (1) day of paid Thanksgiving Leave to be utilized the day after Thanksgiving.
- B. There must be one (1) SSA on duty in the Service and Support Administration office during Thanksgiving Leave. Such SSA will also be required to be on call during Thanksgiving Leave.
- C. In order to meet the requirement of one (1) SSA on duty during Thanksgiving Leave, SSA's may volunteer to work during the Thanksgiving Leave. If more than one (1) SSA volunteers, the most senior shall be selected to work on a rotating basis each year during the Thanksgiving Leave. If no SSA volunteers to work this assignment, then one (1) SSA shall be assigned to work the Thanksgiving Leave.

- D. Any SSA working the Thanksgiving Leave may take his day of Thanksgiving Leave at a different time of the year as mutually agreed to with the Employer and based on operational needs and staffing requirements.
- E. If an SSA takes an unpaid leave the day immediately preceding Thanksgiving Day or immediately following Thanksgiving Leave, the SSA will not receive payment for Thanksgiving Leave. However, if the SSA is on a disability leave on the day immediately preceding Thanksgiving Day or immediately following Thanksgiving Leave, he shall receive payment for Thanksgiving Leave.

ARTICLE 9. STAFF CERTIFICATION/REGISTRATION

9.1 Maintaining Certification

- A. For all employees covered by this Agreement whose current classification requires certification by DODD, or any other requirements dictated by DODD or Department of Health shall meet and maintain all necessary requirements to continue their employment with the Employer. Once the renewed certification or licensing is received, pay increases, if required by Article 32 – Salary of this Agreement, shall be retroactive to the effective date of said renewed certification or licensing if said employee made application for renewal at least thirty (30) days prior to expiration.
- B. The Board as a courtesy to Association members, shall publish a list of employees with the type of certificates held and the expiration date(s). The Board shall not be held liable for any omissions or mistakes.

9.2 Proof of Certification

It is the responsibility of each employee to provide proof to the Board of current and valid certification or license.

9.3 Failure to Maintain Certification

Employees failing to maintain current minimum qualifications may be removed from their positions by the Employer.

9.4 Board Provides Certification or Licensing Requirements

To assist the Employer and the Association in addressing significant changes and other developments pertaining to Section 9.1 above, the Board shall provide to the Association any information relating to new certifications, registrations or licensing that may be in effect.

9.5 Board-Sponsored Courses and College Courses

- A. The Board shall provide a minimum of ten (10) hours of state-approved continuing education training (i.e., in-service days, etc.) per year. The Board-sponsored training is to provide the minimum provisional requirements necessary for the employee to maintain his certification. If an employee does not attend the Board-sponsored training, the Board will only reimburse fifty percent (50%) of the actual cost of the registration fee an employee pays to an outside provider in order to meet his minimum provisional

requirements for certification. If an employee is unable to attend a Board-sponsored training session due to extenuating circumstances, such employee will be given paid time off work in order to acquire the necessary training to meet minimum requirements. The employee shall provide the Employer with a letter attesting as to what the extenuating circumstances were that caused him to be unable to attend the Board-sponsored training.

- B. The Board shall reimburse one hundred percent (100%) of the cost of a seminar or coursework required for maintaining certification or registration or for successfully completing coursework beyond what is required for a provisional license up to a total of \$500 per year. In order to be eligible for the reimbursement, the employee must pass the course and receive a course grade of "C" or better (if a grade is issued) and successfully complete the course or seminar.
- C. Laid off employees shall be informed of and be allowed to attend in-service days, unpaid, and receive professional growth hours.

Any newly employed individuals who are required to receive first aid and/or CPR training shall be reimbursed for such training by the Employer after such employee(s) has completed six (6) months of service with the Board and has provided the Board with a receipt for the expenditure.

ARTICLE 10. EMPLOYEE EVALUATION

10.1 Evaluator

Each employee will be evaluated by his immediate supervisor, on the Evaluation Form, Appendix F.

10.2 Schedule of Evaluations

- A. During their probationary period, all newly hired part-time employees will be evaluated during the employee's sixth (6th) and twelfth (12th) months of employment unless the employee has been removed from employment prior to the time he was to be evaluated.
- B. During their probationary period under this Agreement, all full-time employees will be evaluated during the employee's third (3rd) and sixth (6th) months of employment unless the employee has been removed from employment prior to the time he was to be evaluated.
- C. All non-probationary employees shall be evaluated annually. The written evaluation will be conducted and must be given to the employee within a two (2) month time period (before or after) the anniversary date of hire of the employee.
- D. An employee in a promotional position will be evaluated during his probationary period after four (4) weeks of employment in the new position.
- E. The annual evaluation shall measure the employee's performance for the year immediately preceding the evaluation.

10.3 Evaluation Conference

A copy of the evaluation will be presented to the employee by his immediate supervisor. This shall be an accurate copy. The employee shall have at least two (2) working days to review the evaluation. After the two (2) days, there shall be a meeting with the immediate supervisor and the employee to discuss the evaluation.

10.4 Deficiencies

If an employee has any deficiencies noted on the evaluation, he will be afforded the help of the immediate supervisor to correct the noted deficiencies. The employee and the immediate supervisor will lay out a plan to correct said deficiencies.

If deficiencies are noted, another evaluation shall occur within sixty (60) calendar days of the original evaluation.

10.5 Rebuttal

After discussing the evaluation with his immediate supervisor, the employee has the right to attach a rebuttal to his evaluation. The employee must sign the evaluation, acknowledging only that the employee has discussed the evaluation. Such signature does not indicate concurrence with the contents of the evaluation.

10.6 Signatures

The employee will receive a final copy of the evaluation after he has signed it, and after all other signatures have been acquired.

ARTICLE 11. PRODUCTIVITY STANDARD FOR SSAs

11.1 Billable Time

SSAs must account for all of their time in each day and must bill for at least the following percentages of time each month:

65% for 2012

68% for 2013

70% for 2014

SSAs whose primary function is in an intake capacity, further review personnel, and COEDI/OEDI testers are excluded from the requirements of this Article.

11.2 Non-Billable Time

All non-billable time for services rendered on behalf of a client must be documented. A rationale for unbilled time must be included in the time entry. General non-billable time including, but not limited to, attendance at authorized training, paid breaks, and general office work does not need pre-authorization and pre-approval by the SSA Supervisor. Non-billable time that is performed

pursuant to a specific client is subject to pre-authorization and pre-approval by the SSA Supervisor.

11.3 Evaluation

If productivity standards are not met, it will negatively impact the employee's performance evaluation.

11.4 Consequences for Not Meeting Productivity Standard

SSAs who do not bill for at least the percentages of time laid out in Section 1 of this Article each month will be subject to progressive discipline, at the discretion and/or recommendation of the SSA Supervisor, up to and including termination of employment. For 2012, additional training will be provided for SSAs who do not meet the productivity standard.

ARTICLE 12. PERSONNEL FILES

12.1 Personnel Files

It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Board or all employees. All personnel, payroll, and other files and records pertaining to an employee may be inspected by said employee to ascertain the accuracy, timeliness, and completeness of said documents. The employee shall have access to his individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make the request during normal business hours in the Superintendent's office. All reviews shall be conducted on the premises of the Employer in the presence of the Employer or his designee. The Employer shall not be required to pay an employee or to deduct from that employee's service as a result of this activity, unless advance approval of the time to examine the files during regular working hours has been obtained. The employee member may be accompanied by an Association representative.

12.2 Privacy of Files

The Employer and the Association agree to abide by the provisions of R.C. Chapters 149 and 1347. Employee medical records, however, shall be maintained in a separate file and shall be confidential.

12.3 Investigation of Contents of Personnel File

- A. If an employee, upon examining his personnel files, disputes the accuracy, in those documents to which he has access, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, within ten (10) calendar days after receiving the request from the employee, make an investigation of the disputed information, and shall notify the employee of the results or progress of said investigation. At the conclusion of said investigation, the Employer will notify the employee of the action he plans to take with respect to the disputed information.
- B. If the employee is dissatisfied with the response, the employee shall have the right to insert in his file, as an attachment to the allegedly wrongful document or record, a statement clarifying or refuting the inaccurate, untimely, or incomplete record. In the

event that the Board or its designated representative chooses to delete the record or document or to correct or otherwise modify it, either the deleted document shall be conveyed to the employee or a copy of the corrected or otherwise modified record or document shall be sent to the employee.

- C. The Employer shall also delete any information that cannot be verified or that is found to be inaccurate.

12.4 Copies of Personnel Material

An employee may request and be given a copy of any document in his file, subject to the provisions of privacy laws and at a cost of \$.05 per side.

12.5 Contents of Personnel File

Employee's personnel files shall contain, but are not limited to the following information and/or documents:

- A. name, phone number and permanent address;
- B. current mailing address, if different from that in (A);
- C. name, phone number, and address of a person who may be notified in emergency situations;
- D. current, updated job description;
- E. records of employee requests for time off for the preceding twenty-four (24) months (records regarding medical leave(s) will be placed in the medical file);
- F. training and in-service records;
- G. plan of action for individual certification;
- H. record of permanent or temporary certification or required license(s);
- I. copies of all personnel action forms;
- J. individual employee evaluation forms;
- K. transcripts; and
- L. notice of any current corrective action.

Information which the Board could not reasonably gather without the employee's assistance (example: change in address) are the responsibility of the employee as to accuracy.

12.6 Purge the Files

Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

ARTICLE 13. CORRECTIVE ACTION

13.1 Instruction and Cautioning

When any administrator/supervisor (hereinafter “supervisor”) determines that there is a concern regarding some aspect of an employee’s conduct or work performance, and such concern is not of a serious enough nature to invoke Steps I-IV of the Progressive Discipline procedure below, the supervisor shall notify the employee of the date, time and location of a meeting to discuss such concern(s). The employee shall have the right to have a representative of his choice present at the meeting if he so chooses. At this meeting or within a reasonable time after the conclusion of the meeting, the supervisor will provide the employee with a copy of the Instruction and Cautioning Form (hereinafter “Form”), Appendix J, which shall set forth the supervisor’s concerns and instructions for corrections and improvement by the employee. The employee shall be required to sign the Form evidencing that he received a copy of the Form. Such Form will not be placed in the employee’s official personnel file but will be retained in the supervisor’s file. If the employee corrects the concern(s) or issue(s) that are set forth on the Form during the one hundred twenty (120) calendar day period following the date on the Form, the Form shall be removed from the supervisor’s file and will not be used in future disciplinary action. However, if the employee fails to remedy the concern(s) or issue(s) during the one hundred twenty (120) day period, the information on the Form may be used by the supervisor in future disciplinary actions. If the employee, who is the subject of the Instruction and Cautioning, requests a follow-up meeting with the supervisor regarding the concern(s) and issue(s) stated on the Form, such meeting shall be scheduled by the supervisor.

The employee and/or the Association shall not have the right to file a grievance regarding the procedures, process, subject matters, or opinions of the administrator/supervisor that are contained within this Section (13.1).

13.2 Just Cause

No employee shall be reprimanded, reduced in pay or position, suspended, or terminated, except for just cause.

13.3 Discipline Procedure

A. Discipline will normally be applied in a corrective, progressive and uniform manner and will be invoked within a reasonable period of time of the occurrence of the event that has precipitated the disciplinary action.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Steps in progressive discipline may be bypassed, depending on the seriousness of the violation. The progressive steps of discipline are as follows:

Step I: Verbal reprimand noted in personnel file

Step II: Written reprimand

Step III: Suspension

Step IV: Termination

Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, and a determination by the Superintendent, otherwise a member can be suspended with pay pending the conference.

- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or terminated, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be followed as outlined below in 1-5.

1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least three (3) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
2. The employee may present any testimony, witness or documents which explain whether or not the alleged conduct occurred. A list of witnesses shall be provided to the neutral hearing administrator no later than one hour prior to the pre-disciplinary conference. It shall be the employee's responsibility to make sure that the witnesses are notified of their attendance at the hearing. The employee or his representative shall have the right to confront and cross examine witnesses.
3. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. The employee may offer verbal or written statements from other persons pertaining to the charges, during the hearing.
4. The employee may waive their right to a pre-disciplinary conference by signing the Notice of Pre-disciplinary Conference, attached as Appendix I, and returning it to the supervisor or hearing administrator.
5. Within five (5) calendar days after the hearing, the neutral hearing administrator shall provide the employee and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

13.4 Grieving Discipline

Following the conference, any employee receiving an order of suspension or termination, may initiate an appeal of such order at Step 2- Superintendent's level, of the grievance procedure, within five (5) days of the receipt of an order of suspension or termination.

13.5 Waiver of Rights

Prior to the scheduled time of the conference, the employee may waive in writing his right to such a conference. An employee who waives his right to such a conference may not grieve the imposition of discipline on the matter in which the conference was scheduled.

13.6 Confidentiality of Discipline

The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner. All events and communications related thereto shall remain confidential unless such confidentiality is breached by the employee.

13.7 Records of Discipline

Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

ARTICLE 14. VACANCIES, PROMOTIONS, TRANSFERS

14.1 Definition of Vacancy

A vacancy shall be defined as the:

- A. death of a bargaining unit member;
- B. retirement of a bargaining unit member;
- C. resignation of a bargaining unit member;
- D. creation or restoration of a bargaining unit position; and
- E. termination of a bargaining unit member.

14.2 Posting of a Vacancy

- A. When the Employer determines that a permanent vacancy exists, it is agreed that all appointments shall be filled in accordance with this section. If the Employer determines that it is not going to fill a vacancy, the Superintendent will advise the SSA designee within fourteen (14) workdays of the occurrence of the vacancy.
- B. The Employer has the right to post any permanent vacant position internally and externally at the same time.

- C. The Employer is not required to post any permanent vacant position where the reassignment or transfer of an employee will fill such vacancy.
- D. When a transfer or reassignment occurs in the employee's same classification, the Employer will not be required to interview employees for such position.
- E. Once the selection is made, the Board shall notify all interviewed applicants of the selection.

14.3 The Posting Procedure

There shall be posted on the employees' bulletin board for ten (10) working days, notice of such vacancy. The notice shall include:

- A. job title;
- B. certification required;
- C. qualifications;
- D. location or site;
- E. the pay scale; and
- F. immediate supervisor's name.

14.4 Vacancies Filled

- A. All vacancies shall be filled within sixty (60) days of posting. However, the parties may mutually agree to extend this timeline by an additional thirty (30) days, for good cause, if the position cannot be filled within the sixty (60) day period due to unforeseen circumstances (i.e. a good candidate's references cannot be checked within the sixty (60) day time period; no candidates have applied or are not qualified for the position, etc.). If this occurs, the Board must re-advertise to fill the vacancy within such additional thirty (30) day time period.
- B. After the acceptance letter has been signed by a new bargaining unit member, the accepted position, the employee's initial placement on the salary schedule, and/or initial pay cannot be grieved.

14.5 Definitions

- A. Promotion: the movement of an employee from one position to a vacant position in a different classification where he will receive more money per hour and/or per year.

14.6 Involuntary Transfer/Reassignments

Any transfer/reassignment that is not voluntary will take place only when the following conditions are met, and will be considered involuntary:

- A. The employee has had an opportunity to consult with the administrator or immediate supervisor involved.
- B. The reason for the action is not discriminatory, capricious, or arbitrary.
- C. Building sites or caseloads may be changed based on the needs of the enrollees. Employees will be notified three (3) days prior to a change in their building site or caseload.

14.7 Movement to Original Position

Any employee who applies for a transfer and gets it and within thirty (30) days wishes to return to his original classification may do so as long as his original position has not been permanently filled. A negative job evaluation within the thirty (30) days could also precipitate the movement back to his original position.

14.8 Voluntary Reduction Because of Physical Condition

Any employee who has become physically incapacitated as ascertained by a physician, and is unable to perform the duties of his position but is still able and qualified to perform the duties of a vacant lower level position may voluntarily request reduction to the lower level position. Such request shall be in writing and shall be accompanied by a physician's statement. If a vacancy has been declared, the employee shall be moved to the vacancy requested.

ARTICLE 15. JOB DESCRIPTION

Upon initial employment the Board shall provide to each bargaining unit member a written job or classification description which includes certification requirements. Whenever any changes are made to the job description, the Employer shall provide the employee with a copy of the revised job or classification description. Any changes in job descriptions will be proposed and discussed with the Association before enacted.

The description will include at a minimum:

- 1. job title and description;
- 2. minimum requirements; and
- 3. a specific listing of required tasks and responsibilities.

The terms and conditions set forth in this Agreement shall apply to SSA's.

ARTICLE 16. CREDIT TIME

16.1 Credit Time

A. Definition

Time credited to SSA's for hours worked beyond forty (40) hours a week (credited in thirty minute increments). Such credit time will only be earned with the advance approval of the employee's immediate supervisor. In the case of an emergency situation (call-out time: after hours emergency call from Help Hotline) such credit time will be granted upon notification to the SSA office.

B. Credit Time Earned and Reported

Such time shall be reported in writing to the supervisor after time is earned. To utilize credit time, the employee shall request the leave time on the Request for Paid Leave Form, Appendix B. With the exception of emergency situations as set forth in Article 16.1(A) above, the request shall be made at least two (2) workdays in advance of the use of the credit time. Credit time will be earned and utilized in comparable times (i.e., one hour of earned credit time equals one hour of credit time to be utilized). Such scheduling of the utilization of earned credit time shall be scheduled by mutual agreement of the employee and his immediate supervisor or designee.

C. Credit Time in Lieu of Overtime

Employees shall only be eligible to acquire credit time in accordance with the provisions set forth in this article. Such employees shall not be eligible for overtime or overtime pay.

ARTICLE 17. LAYOFF AND RECALL

17.1 Reasons for Layoff

If it becomes necessary to layoff members of the bargaining unit because of a reduction in client enrollment, or a change in the program of the agency, or return from a leave of absence or lack of funds, the procedures below will be followed.

17.2 Procedures for Layoff

- A. In the event of a layoff, the Board shall notify the Association in writing thirty (30) calendar days in advance of the effective date of the layoff. Within five (5) calendar days after mailing the aforesaid notice, the Board will, upon request by the Association, meet with the Association regarding the need for and the manner of implementation and impact of the contemplated layoff and will in connection therewith, make available to the Association data related to the reasons for the layoff.

The Board shall notify each employee to be laid-off at least fifteen (15) calendar days before the layoff date.

- B. The layoff shall be established in the following order: (1) attrition, retirement, death or employee's voluntarily terminating employment; (2) the positions of employees on

approved unpaid leaves (with such employee being able to bump back into his position at the end of his approved leave); and (3) the positions of employees working or on paid leave laid off last.

- C. Employees shall be laid off within the classification (classification shall be defined as those job titles set forth in Article 2.2(A)), in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.
 - 1. Qualified shall mean currently meeting all requirements for a position as specified by any regulating authority and/or posted job descriptions. "Currently" shall be defined as the point in time the Board sends the notification of layoff to the employee to be laid-off.
 - 2. Certification/registration shall mean four (4) year provisional or better and shall not include any certification/registration designated as temporary.
 - 3. There should be no transfer, reassignment, or job reclassification prior to implementation of the reduction that would cause a more senior employee to be laid off before a less senior employee.

17.3 Notification of Layoff

The notice of layoff to each affected employee shall contain the following:

- A. the reason for the layoff;
- B. the effective date of the layoff; and
- C. a statement advising the employee of the right to displace another employee within five (5) days of the notice date.

17.4 Recall to a Position

When employees are laid off the Employer shall create a recall list. The Board shall recall employees within their classification from layoff in order of continuous service providing they are qualified to perform the duties required of the job involved. The Board shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. Should no current employee meet the qualifications for the position, then such employee holding a temporary certificate that enables that employee to meet the qualifications for that position shall be recalled. An employee shall be eligible for recall for a period of thirty (30) months after the effective date of the layoff.

17.5 Return to the Employees Initial Position

Employees must return to their permanent job when it becomes open.

Employees who have been recalled shall be returned to the job from which they were initially laid off in order of continuous service when such job becomes open.

Employees shall lose recall rights to the job from which they were initially laid off if they bid for and are awarded a permanent job. All employees who have recall rights to a job shall be recalled to the job prior to the posting of a permanent vacancy on such job. There shall be no transfer, reassignment, or job reclassification that would prevent the recall of any laid-off employee.

17.6 Benefits

All benefits to which a bargaining unit member was entitled at the time of his layoff, including unused accumulated sick leave and vacation leave, will be restored to him upon his return to active employment.

When recalled to a position, the employee shall be placed on the same salary schedule step as the one he was on at the time of layoff.

17.7 Notice of Recall

Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Association. The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

17.8 Return after Recall

The recalled employee shall have twelve (12) calendar days following the date of mailing the recall notice to notify the Employer of his intention to return to work and shall have twelve (12) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. In the event of extenuating circumstances (e.g., illness, injury, absence from city or state or other good and just cause), as determined by the Superintendent, preventing the employee from returning within the above time limit, a reasonable extension shall be granted.

17.9 Removal from Recall List

Any employee declining recall to his original classification, position and original hours shall be removed from the recall list, thereby relinquishing all recall rights.

ARTICLE 18. HEALTH AND SAFETY

18.1 Providing Safe Work Areas

The Board accepts the responsibility to provide safe working conditions and establish safe working practices for all employees and maintain equipment that employees use on a routine basis.

18.2 Following Safety Rules

The employee shall maintain his tools, equipment, vehicles and work area in a safe and proper manner, and shall follow all safety rules and safe working methods of the Board.

18.3 Reporting Unsafe Working Conditions

- A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor as soon as possible, but not later than twenty-four (24) hours after unsafe working conditions become apparent.
- B. Health/Safety Hazard report forms (Appendix D) shall be completed by the employee, and submitted to the employee's supervisor. Any unsafe working conditions or hazards shall be reported by the employee on the report forms. Having completed the report form, the employee shall continue to perform his defined duties, unless there is a real imminent danger to the employee or the client, until relieved from doing so by his immediate supervisor or the Superintendent.

18.4 Investigating Unsafe Working Conditions

The supervisor will investigate all written reports of unsafe working conditions and, within twenty-four (24) hours, attempt to correct any which are found. Within forty-eight (48) hours, the immediate supervisor shall return the form to the employee with the action taken included. The supervisor shall be responsible for enforcing safety rules and safe working methods used by his employees.

18.5 Failure to Correct Unsafe Working Conditions

An employee may immediately contact the Superintendent or his designee if a reported, unsafe working condition, which is immediate in nature, has not been adequately addressed by the employee's immediate supervisor.

18.6 Restrooms

The Board shall maintain one (1) restroom for women and one (1) restroom for men at the Employer's facilities.

18.7 Non-Smoking Area

All Board facilities and Board-owned vehicles shall be smoke free. Employees are subject to R.C. Chapter 3794 (The Smoke Free Workplace Act). Any employee found to violate this provision may be subject to disciplinary action. Any employee smoking on Board property, outside of Board facilities and vehicles, shall place cigarette butts, etc. in proper containers located outside each facility. Any employee found littering on Board property may be subject to disciplinary action.

18.8 Clean Work Environment

The Board will see that custodial and maintenance services are maintained on a regular basis to ensure a sanitary, healthy and safe working environment for all employees. All employees will share in the incidental cleaning responsibility to keep Board facilities clean (i.e., clean-up water, juice spills, etc.).

18.9 Lounge Area

All employees shall have access to a lounge area, which is maintained to provide a sanitary, healthy and safe lounge area.

18.10 Material Safety Data Sheets

The Board shall make available upon request all Material Safety Data Sheets on any substances with which an employee comes into contact.

18.11 Drinking Water

It is the intent of the Board to provide clean, safe drinking water at all times. The Employer will notify employees of EPA water test results when the Employer is provided such results, in writing, by the EPA.

ARTICLE 19. WORK RULES

19.1 Definition of Work Rules

Work rules, as defined in this Article, shall be those written policies, procedures and directives which regulate conduct of employees in the performance of the Employer's services and programs.

19.2 Establishing New Work Rules

New work rules formulated after the effective date of this Agreement shall be reduced to writing and made available to the Association before distributing to all bargaining unit employees. Such rules shall then be distributed to bargaining unit employees fourteen (14) days before implementation, unless an emergency situation prevails. In cases of emergency, the rules shall become effective immediately.

19.3 Formulation of Rules

It is agreed and understood that the Employer should have the right to revise and/or initiate work rules with respect to the conduct of its employees.

19.4 Grieving Work Rules

The Association or an employee(s) may grieve a work rule on the basis of:

- A. lack of uniform application of work rule(s); or
- B. the work rule(s) conflict with conditions of this Agreement.

19.5 Copy of Work Rules

Work rules shall be updated biannually as necessary and a copy of the updated rules shall be provided at all of the Employer's facilities for the employees to review. Current employees, who are not in possession of their own set of work rules, may request and receive a copy from the Association.

ARTICLE 20. PROBATIONARY PERIOD

20.1 New Hire

- A. Every newly hired full-time or part-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee is on active pay status with the Board.
- B. Probationary employees may be removed during their initial probationary period. Removal during probationary period is not appealable through the grievance process. Employees removed during the probationary period shall be notified by the Board of their reasons for said removal in writing.

20.2 Length of Probationary Period

The length of the probationary period shall be as follows:

All full-time employees – six (6) calendar months from date of hire.

All part-time employees – twelve (12) calendar months from date of hire.

The Employer has the right to offer an extension of the probationary period not to exceed one calendar year.

20.3 Promoted Employees

A newly promoted employee who has completed his required initial new hire probationary period, shall be required to serve one-half (1/2) of the probationary period of the position into which he is promoted. A promoted employee who does not satisfactorily complete his probationary period will be returned to the position he held prior to the promotion.

ARTICLE 21. HOURS OF WORK

21.1 Establishment of Hours of Work

The purpose of this Article is to define the normal hours of work per week in effect at the time of the execution of this Agreement. Nothing contained therein shall be construed as preventing the Employer from restructuring the normal work day or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedule of employees, or establishing part-time positions. Whenever possible, the Employer will give at least seven (7) days advance notice to any employee affected by a change in the work schedule. The employee's daily log will normally constitute the actual hours worked in the field or office. By specific request to their immediate supervisor, employee's (SSA's) may be approved to do agency work at home. Requests that are denied are not grievable by the Union.

21.2 Standard Workweek

The standard workweek for employees under the terms of this Agreement shall be forty (40) hours (inclusive of a one-half (1/2) hour lunch period and two (2) fifteen (15) minute breaks).

ARTICLE 22. WORK YEAR

22.1 The following shall make up the work year:

At least 244 days, plus 10 holidays, 1 day Summer leave, 4 days Christmas leave, and 1 day Thanksgiving leave.

ARTICLE 23. HOLIDAYS

23.1 Paid Holidays

A. All full-time employees covered by this Agreement working five (5) days per week shall be entitled to the following paid holidays:

New Years	1 st day of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Day designated by the County Commissioners
Independence Day	4 th of July
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veteran's Day	11 th day of November
Thanksgiving Day	4 th Thursday of November
Christmas Day	25 th day of December

23.2 Entitlement to Holiday Pay

Full-time employees must be in active pay status on the scheduled day before the holiday and on the day after the holiday, as defined in Section 23.1 above, to be entitled to the holiday pay.

23.3 Scheduled to Work on a Holiday

Employees who are scheduled to work on a designated holiday, specified in Section 23.1 of this Article, are entitled to receive compensation at the rate of one and one-half (1-1/2) times his regular rate of pay, in addition to his regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay shall not be considered time worked for the purpose of calculating overtime.

23.4 Weekend Holidays

In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

23.5 Employees on Unpaid Leave

Employees who are on unpaid leaves of absence are not entitled to holiday pay.

23.6 On Call Duties

A Service and Support Administrator who is required to be on call on one of the holidays as set forth in Section 23.1 above, shall receive a payment of fifty dollars (\$50.00) for each holiday assigned. SSAs must submit a request for payment within five (5) days of the holiday in order to receive payment. Payments under this section that are not requested within five (5) days of the holiday in which the SSA was on call are forfeited.

ARTICLE 24. DAMAGE TO EMPLOYEE'S PROPERTY

In the event an employee's corrective lenses or personal property are damaged by a program enrollee, a Damage to Employee's Property report form (Appendix E) shall be filed with the employee's immediate supervisor. Within ten (10) days of filing said form, the employee shall provide to the Superintendent a cost estimate for replacement of the damaged goods. The Superintendent shall submit both the form and estimate to the Board at the next regularly scheduled Board meeting. The Board, upon verification of said claim, shall reimburse employees for the actual cost of damage to corrective lenses and frames, dental wear (bridges, crowns, braces, dentures) and hearing aids for such cost not reimbursed through Worker's Comp, optical and/or dental insurance. The employee must submit such claim to the insurance company or Worker's Comp, prior to requesting reimbursement from the Board and notify the Board of the reimbursed amount, if any. The maximum reimbursement to an employee in a one year period shall be \$550.00.

ARTICLE 25. CALAMITY DAY PROCEDURE

25.1 Definition of Calamity Day

A calamity day shall be defined as a regularly scheduled program operational day that is canceled due to a calamity as defined by the Superintendent.

25.2 Calamity Day Announcement

All announcements concerning closings will be made as early as possible in the morning on local radio stations (usually prior to 7:00 a.m.)

25.3 Calamity Day Pay

Employees who are scheduled to work on calamity days shall work their regularly scheduled hours, or earlier as released by the Superintendent, at their regular rate of pay unless the building where the employees work is closed (e.g., no water, no heat, etc.) or the sheriff closes the roads.

25.4 Reporting on Calamity Day

All employees shall report to work on calamity days. Only clients shall be off.

25.5 Use of Personal Leave on Calamity Days

Employees may use personal leave on calamity days. Requests to use personal leave on calamity days do not need to be submitted three (3) days in advance in accordance with Section 8.2(B) of this Agreement. When an employee desires to use personal leave on a calamity day, he should call his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day declared a calamity in accordance with this Article. Only in accordance with this Article, employees may use personal leave in one-hour increments.

ARTICLE 26. BARGAINING UNIT SUPERVISION

No employee shall be responsible for supervising another bargaining unit employee.

ARTICLE 27. MILEAGE

When an employee is required to travel while doing Board-assigned and Board-approved business, the employee shall receive mileage reimbursement which shall be based upon the I.R.S. determined rate, which is in effect as of July 1 of each year.

ARTICLE 28. NO STRIKE/NO LOCK OUT

- 28.1 The Employer and the Association recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree a “strike” means concerted action in failing to report to duty; willful absence from one’s position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours, and other terms and conditions of employment.
- 28.2 An employee(s) who violates Section 28.1 above, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein.
- 28.3 Should any violation of Section 28.1 above occur, the Association shall cooperate fully and completely with the Board to bring an immediate end to such violation.
- 28.4 During the term of this Agreement, the Employer shall not cause, permit or engage in any lock out of its employees, unless those employees have violated Section 28.1 above.

ARTICLE 29. INSURANCES

29.1 General Coverage

- A. The Board shall provide all full-time employees with the level of hospitalization, major medical, and prescription drug benefits as described in Appendix L of this Agreement.
- B. To be enrolled in a plan (Appendix L), eligible employees will assume a monthly contribution of ten percent (10%) of the premium cost of the plan to the Board. The Board will bear the difference between the plan cost and employee contribution.

- C. An insurance committee shall be established and shall meet beginning no later than September 1, 2009. Such committee shall be composed of three (3) Board representatives and three (3) representatives from the Association. The committee shall meet at least quarterly, and shall review and discuss claims processes, premium rates, benefit coverages and other related insurance issues. The committee may discuss possible benefit modifications, or other cost savings adjustments in order to maintain or reduce premium cost. Such findings shall be submitted to the Association and to the Board prior to any negotiations concerning a change in health insurance.
- D. When both spouses are Board employees, only one policy will be provided and double coverage will not be permitted.
- E. Payments in Lieu of Insurance

Employees who are eligible but choose not to enroll in the Board's health insurance plan shall receive an opt out payment that shall match the percentage of the premium payment that employees pay to opt in to the plan that the employee opted out of (i.e., single or family) for each year not enrolled. A proportionate amount of the opt out payment will be paid to the employee on a monthly basis.

In the event that the employee has a change in marital status or other qualifying event, the employee may opt to re-enter the Board's insurance plan with no penalty or pre-existent conditions attached. The employee foregoes any right to the rest of the opt out payment when he re-enters the Board's insurance plan at any time during the plan period.

Married employees with both spouses employed by the Board do not qualify for payment in lieu of coverage unless both the husband and wife opt not to take the coverage. In the event that the husband and wife opt out of the health insurance plan, only one family opt out payment will be paid to the couple.

29.2 Insurance While on Disability Leave

Employees on a disability leave, as defined in Section 8.9, shall retain Employer-paid hospitalization for the month following the month in which disability leave began.

29.3 Insurance Contracts

The Board will provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance carrier(s) which shall provide the benefits specified in this Agreement. If the Board changes insurance carrier(s), the Board shall, upon request, provide to the Association a complete copy of the new plan(s) outlining in detail the specifications of coverage to be provided by the new carrier(s). The Association shall be provided a copy of any Agreement between the Board and any agency to administer the insurance programs.

Each employee shall receive a plan description for each insurance benefit provided by the Board by March 30 of each year or thirty (30) days after the initial date of hire. Each employee shall receive a plan description when a change in coverage or carrier occurs and the brochures have been requested and are provided by the insurance carrier to the Board.

29.4 Hospitalization Insurance

The Board shall purchase from any carrier licensed by the State of Ohio a hospitalization plan which provides no less coverage than provided in this Article during the effective date of this Agreement. The plan in effect beginning January 1, 2012, from which an employee may select coverage is provided through Anthem.

29.5 Major Medical Insurance

The Board shall purchase from any carrier licensed by the State of Ohio a major medical plan which provides no less coverage than provided in this Article during the effective date of this Agreement. The deductible shall be \$500.00 per person or \$1,000.00 per family per calendar year. If an employee obtains Non-Network or Non-Referred medical services, his deductible shall be no more than one thousand dollars (\$1,000.00) per individual or two thousand dollars (\$2,000.00) per family per calendar year.

29.6 Surgical Insurance

The Board shall purchase from any carrier licensed by the State of Ohio a surgical plan which provides no less coverage than are set forth in the schedule of benefits (Appendix L).

29.7 Prescription Drugs

The Board shall purchase from any carrier licensed by the State of Ohio a prescription drug plan which provides no less coverage than provided in this Article during the effective date of this Agreement.

A. Prescription drug coverage in effect as of January 1, 2012 shall include a co-pay as follows:

	<u>Retail</u>	<u>90-day Maintenance</u>
Generic	\$8.00	\$16.00
Formulary	\$15.00	\$30.00
Non-Formulary	\$25.00	\$50.00

B. Maintenance medications (over a 60-day supply) must be ordered through the mail, and shall have the charges as set forth above.

29.8 Dental Insurance

The Board shall purchase from any carrier licensed by the State of Ohio a dental plan which provides no less coverage than provided during the effective date of this Agreement.

29.9 Term Life Insurance

The Board shall purchase from any carrier licensed by the State of Ohio term life insurance in the following face amounts:

Effective January 1, 2012 \$25,000

29.10 New Employee

New full-time employees are eligible for insurance on the first of the month after the employee completes a thirty (30) day waiting period.

29.11 Optical Insurance

The Board shall provide optical insurance for eligible employees and their families. The Board shall purchase from any carrier licensed by the State of Ohio the optical plan whose benefits are listed in Appendix G.

29.12 Employees with a Lapse in Coverage

Employees who experience a lapse in insurance coverage due to a leave of absence, unpaid leave, disability leave, and workers compensation leave are eligible for insurance coverage on the first of the month after the date on which the employee returns to work.

29.13 Health Reimbursement Account

The Board will provide full-time employees with a health reimbursement account (“HRA”) funded with \$800.00 a year for employees who utilize the Board’s family health insurance plan and \$400.00 a year for employees who utilize the Board’s single health insurance plan. The HRA may be used by employees to cover health insurance deductibles and co-pays. The HRA shall not be used for prescription drugs or dental or optical expenses.

ARTICLE 30. VACATION ACCRUAL

30.1 Vacation Accrual

All employees covered by this Agreement, shall be entitled to vacation pay after one (1) year of continuous service with the Board.

Such vacation leave shall be accrued at the rate listed below. Employees scheduled less than eighty (80) hours shall have the accrued rate prorated.

Length of Service

Less than 6 years	3.1 hrs./80 hrs.
6 yrs. but less than 12 yrs.	4.6 hrs./80 hrs.
12 yrs. but less than 18 yrs.	6.2 hrs./80 hrs.
18 yrs. and above	7.7 hrs./80 hrs.

30.2 Vacation Earned

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Board. Although an employee begins accrual of vacation leave at the date of hire, the leave is not considered earned until after the completion of one year of service with the Board. Therefore, if an employee should terminate or be terminated from his employment with the Board prior to completion of one year of service, that employee would not be eligible for payment in lieu of vacation leave that is unused.

30.3 Vacation Computation

Vacation time will be computed from the date of hire of each employee.

30.4 Vacation Requests

- A. The Board shall require that all vacation requests be made in writing and filed with the Employer by April 1 of each year. The Board will post the vacation schedule within thirty (30) days of April 1 of each year.
1. Any other vacation requests, which are not filed by April 1 of the year, shall be submitted to the employee's supervisor in writing. The supervisor shall approve or deny the vacation request within three working days.
 2. An employee wishing to submit his vacation request after the April 1 date shall attempt to submit the vacation request in writing at least three working days prior to the requested vacation starting date. The three (3) day advance notice can be waived by the Employer in certain, meritorious circumstances.
 3. An employee who is at work may request vacation time for the last half hour of that work day if there are no enrollees in attendance and no staff activities have been planned by the administration. This request shall be in writing but a verbal request can be accepted if a written request is not feasible. Any approval received for a verbal vacation request must be requested in writing by the employee on his next working day.
 4. Service and Support Administrators shall have the option of applying for vacation time for the Friday after Thanksgiving and/or the Monday after Easter. Such request for vacation time will not be denied based on staffing levels.
- B. When vacation requests create a conflict between two (2) or more employees, the Employer shall give first preference, by seniority, to those who requested vacation prior to April 1. Requests after April 1 shall be scheduled on a "first come-first served" basis for the unscheduled and available days remaining.
- C. The Employer shall have the right to deny vacation requests if not applied for appropriately.

30.5 Vacation Changes

An employee wishing to change his previously scheduled vacation after the posting date of the vacation schedule by the Board, shall attempt to give the Supervisor three (3) working days written notice of the requested change. The supervisor shall approve or deny the requested change within twenty-four (24) hours.

The three (3) day advance notice can be waived by the Employer, in certain, meritorious circumstances. All changes to the schedule shall be made on a "first come-first served" basis for the unscheduled and available days remaining.

After April 1st, vacation requests shall be granted on a first come-first served basis. Should two or more requests be remitted at the same time, seniority shall be the ruling factor. Application for vacation shall be dated by the supervisor or designee.

30.6 Vacation Increments

Vacations shall be taken in minimum increments of one-half (1/2) hour.

30.7 Vacation Death Benefit

In case of the death of a bargaining unit employee, the unused vacation leave credit of any employee who has completed at least one (1) year of employment with the Board shall be paid to the employee's spouse or to his estate in accordance with statutory requirements.

30.8 Vacation Carryover

Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accumulated vacation leave for up to three (3) years upon approval by the Superintendent. No vacation leave shall be carried over for more than three (3) years. All requests for carry over shall be submitted in writing to the Employer.

30.9 Vacation Pay

Vacation pay shall be based on the employee's regular rate of pay, when the employee takes his vacation.

30.10 Reporting Vacation Accrual

Usage and accrual shall be provided monthly, in writing, with the employee's paycheck.

30.11 Vacation at Separation

When an employee is separated from employment for any reason, he shall be given all of his vacation pay. Laid off employees shall be given the choice of being issued vacation pay.

ARTICLE 31. SEVERANCE PAY

31.1 Severance Eligibility

An employee who has completed five (5) or more years of continuous service with the Board shall be eligible to receive, at the time of retirement from the Board, a cash payment for accumulated but unused sick leave.

An employee who has completed five (5) or more years of continuous service with the Board shall be eligible to receive, at the time of separation from the Board, a cash payment for accumulated but unused sick leave.

31.2 Retirement Severance

An employee who retires from active service with the Board, and does so retire in accordance with the rules and regulations of OPERS, may elect to be paid in cash for sixty-five percent

(65%) of the value of his earned but unused sick leave credit, up to a maximum of one hundred twenty (120) days. Such payment shall be based on the employee's rate of pay at the time of retirement.

31.3 Separation Severance

An employee, at the time of separation from the Board, may elect to be paid cash for fifty percent (50%) of the value of his earned but unused sick leave credit, up to a maximum of ninety (90) days. Such payment shall be based on the employee's rate of pay at the time of separation.

31.4 Notification of Separation/Retirement

An employee separating or retiring must give written notice of his intent to cash in his sick leave credit at least thirty (30) calendar days in advance of his separation or retirement.

31.5 Transfer of Sick Leave Credit

In lieu of the cash payment, the employee may transfer all accrued but unused sick leave to an agency that will receive and credit the employee's accumulated sick leave.

31.6 Elimination of Sick Leave Credit

Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

ARTICLE 32. SALARY

32.1 Employees shall be paid in twenty-six pays per year through electronic direct deposit.

32.2 Employees that were employed by the Board as an SSA prior to January 1, 2009, shall be placed on the following index and salary schedule:

A. Index

	40 Hr/Wk.	40 Hr./Wk.	40 Hr/Wk	40 Hr/Wk
STEP	TEMP	PROV	PROF	MA
0	1.07	1.09	1.11	1.13
1	1.11	1.13	1.15	1.17
2	1.15	1.17	1.19	1.21
3	1.19	1.21	1.23	1.25
4	1.23	1.25	1.27	1.29
5	1.27	1.29	1.31	1.33
6	1.31	1.33	1.35	1.37
7		1.37	1.39	1.41
8		1.41	1.43	1.45
9		1.45	1.47	1.49
10		1.49	1.51	1.53
11		1.53	1.55	1.57
12		1.57	1.59	1.61

B. Salary effective January 1, 2012 – \$34,066.16 Base

	40 Hr/Wk.	40 Hr./Wk.	40 Hr/Wk	40 Hr/Wk
STEP	TEMP	PROV	PROF	MA
0	36450.79	37132.12	37813.44	38494.76
1	37813.44	38494.76	39176.09	39857.41
2	39176.09	39857.41	40538.73	41220.06
3	40538.73	41220.06	41901.38	42582.70
4	41901.38	42582.70	43264.03	43945.35
5	43264.03	43945.35	44626.67	45308.00
6	44626.67	45308.00	45989.32	46670.64
7		46670.64	47351.97	48033.29
8		48033.29	48714.61	49395.94
9		49395.94	50077.26	50758.58
10		50758.58	51439.90	52121.23
11		52121.23	52802.55	53483.87
12		53483.87	54165.20	54846.52

All SSAs on this wage grid are frozen at their current step for the duration of this Agreement (i.e., from January 1, 2012, through December 31, 2014). Any SSA on this wage grid that would earn a salary increase by moving to the wage grid in Section 32.3 (the wage grid for employees that were employed by the Board as an SSA on or after January 1, 2009) may advance to the first step where he would earn a salary increase on that wage grid and remain on that wage grid.

All SSAs will receive a one percent (1%) lump sum payment each year of the Agreement payable in twenty-six equal pays.

For 2013 and 2014, if an SSA meets an average of eighty percent (80%) productivity for the year (in accordance with the requirements laid out in Article 11), he shall receive an additional one-half percent (1/2%) lump sum per year.

32.3 Employees that were employed by the Board as an SSA on or after January 1, 2009, shall be placed on the following index and salary schedule:

A. Index

STEP	40 Hr/Wk.	40 Hr/Wk. with Masters Degree
0	1.00	1.06
1	1.02	1.08
2	1.04	1.10
3	1.06	1.12
4	1.08	1.14
5	1.10	1.16
6	1.12	1.18
7	1.14	1.20
8	1.16	1.22
9	1.18	1.24
10	1.20	1.26
11	1.22	1.28
12	1.24	1.30

B. Salary effective January 1, 2012 – \$33,562.72 Base

STEP	40 Hr/Wk.	40 Hr/Wk. with Masters Degree
0	\$33,562.72	\$35,576.48
1	\$34,233.98	\$36,247.74
2	\$34,905.23	\$36,918.99
3	\$35,576.49	\$37,590.25
4	\$36,247.74	\$38,261.50
5	\$36,918.99	\$38,932.76
6	\$37,590.25	\$39,604.01
7	\$38,261.50	\$40,275.26
8	\$38,932.76	\$40,946.52
9	\$39,604.01	\$41,617.77
10	\$40,275.27	\$42,289.03
11	\$40,946.52	\$42,960.28
12	\$41,617.78	\$43,631.54

All SSAs will receive a one percent (1%) lump sum payment each year of the Agreement payable in twenty-six (26) equal pays.

For 2013 and 2014, if an SSA meets an average of eighty percent (80%) productivity for the year (in accordance with the requirements laid out in Article 11), he shall receive an additional one-half percent (1/2%) lump sum per year.

32.4 Salary Schedule Guide

Each figure on the indices in 32.2 and 32.3 is a percentage of 1.00.

32.5 Employees that are employed by the Board as a Service Coordinator – Help Me Grow shall be placed on the following salary schedule:

STEP	HOURLY WAGE
0	\$10.05
1	\$10.35
2	\$10.66
3	\$10.98
4	\$11.42
5	\$11.82
6	\$12.15

32.6 Pay Periods

Each employee shall be paid in twenty-six (26) equal pays.

32.7 Deductions Calculated

For deductions, employees shall have their salary divided by the number of weekdays in that calendar year and that number divided by the number of daily regularly scheduled hours.

ARTICLE 33. WORKING CONDITIONS

33.1 Accessibility of Forms

All forms including leave forms, worker’s compensation, incident reports, health and safety, and financial reimbursement forms shall be available to all employees in a readily accessible location. An area shall be designated for the return of forms filled out by employees.

33.2 Criminal Records Check

It is acknowledged by the Association and the Board that criminal records checks are required for all applicants and, periodically by all current employees under state law. It is expressly agreed between the Board and the Association that the Board may discharge any employee upon receipt of a criminal records check disclosing a formal charge, conviction, or guilty plea pertaining to any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing that individual. Such discharge shall occur without the necessity of proceedings under this Agreement or any applicable statute, to formally terminate the employee’s contract of employment.

ARTICLE 34. SEVERABILITY

34.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

- 34.2 In the event any provision herein is so rendered invalid, upon written request of either party thereto, the Employer and the Association will meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.
- 34.3 Any such replacement provision shall be reduced to writing and signed by the parties within thirty (30) calendar days of the first meeting between the parties. If agreement is not reached in said time frame, the parties shall pick an arbitrator, using the method stated in the grievance procedure contained herein. The Arbitrator shall have the authority to choose one position or the other, and his decision shall be final and binding upon the parties. The cost of this arbitration only, shall be split between the parties.
- 34.4 It is understood that this Agreement is subject to and shall operate within the framework of the laws of the State of Ohio.

ARTICLE 35. NO REPRISALS

There shall be no reprisals against any employee for any action or statement made during the period this Agreement is being developed. An employee who participates in any grievance shall not be subjected to any reprisal because of such participation.

ARTICLE 36. IMPLEMENTATION

36.1 Inconsistencies

This Agreement shall supersede any rules, regulations or practices of the Board which may be contrary to or inconsistent with the terms of this Agreement.

ARTICLE 37. NON-DISCRIMINATION

37.1 Definition of Non-Discrimination

Neither the Board nor the Association shall discriminate for or against any employee on the basis of race, religion, color, creed, national origin, gender, marital status, handicap, age, employee affiliation or political affiliation. The Association shall share equally with the Board the responsibility for applying this provision of this Agreement.

37.2 Laws of Discrimination

The Board and the Association agree to abide by the provisions of applicable Federal, State and local laws and executive orders regarding these matters.

37.3 Appeals of Discrimination

Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Board, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

ARTICLE 38. EMPLOYEE DRIVING QUALIFICATIONS

Any Board employee who is required to drive his own personal vehicle or a Board-owned vehicle as part of his job responsibilities shall be required to meet the following criteria:

1. The employee hereby agrees that the Employer shall obtain a copy of the employee's driving abstract.
2. If an employee's driving license is suspended or revoked, the employee will face disciplinary action up to and including termination. If the employee's driver's license is suspended for an offense included in R.C. § 5126.28(F), the employee will report to the Superintendent in accordance with Section 33.2 of this Agreement.
3. If an employee is convicted of a DUI (driving while under the influence) or reckless operation charge, the employee will report the conviction to the Employer. The employee will be subject to disciplinary action, up to and including termination.

ARTICLE 39. DUPLICATION AND DISTRIBUTION

39.1 Distribution of Agreement

As soon as is reasonably possible after the parties have formally ratified this Agreement, but not later than thirty (30) days after the parties have proofread and executed the final, camera-ready draft, the Board shall provide electronic (CD) copies of the Agreement to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement by the Association upon employment.

39.2 Cost of Preparation and Printing

The Association shall bear the full cost of the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the cost of the CDs.

39.3 Distribution of Amendments

Any amendment(s) to the Agreement which is adopted by the parties subsequent to the initial distribution of the Agreement but prior to its expiration shall be provided to the Association.

39.4 Copies of the Agreement for Association Usage

The Board shall provide ten (10) electronic copies of the Agreement to the Association for Association's usage.

ARTICLE 40. SUPERSESSION

40.1 Agreement Supersedes Ohio Revised Code

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Revised Code in all provisions addressed by this Agreement, even where the Ohio Revised Code is not specifically referenced.

40.2 Agreement Supersedes Civil Service

The parties intend, the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Services laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced. It is understood that the State Personnel Board of Review and Department of Administrative Services shall have no authority or jurisdiction over employees covered by this Agreement. The parties hereby agree, for purposes of this Agreement, none of the provisions of the Ohio Revised Code or the Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit employees at the Ohio Department of Administrative Services shall apply to bargaining unit employees.

ARTICLE 41. TERM AND DURATION OF AGREEMENT

41.1 This Agreement shall be effective as of January 1, 2012 except as otherwise dated herein and shall remain in full force and effect without exception until December 31, 2014, unless otherwise terminated as provided herein.

41.2 This Agreement constitutes the entire Agreement between the parties and replaces all previous agreements governing the wages, hours, or terms and conditions of employment. This Agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

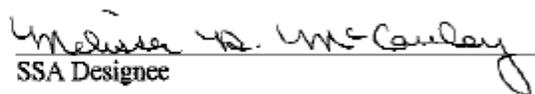
IN WITNESS WHEREOF, the parties who caused this Agreement to be ratified by the Board and the Association and subsequently executed with all provisions effective January 1, 2012 through December 31, 2014.

FOR THE BOARD

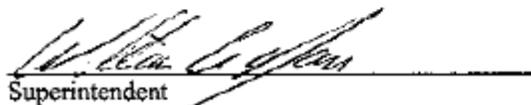
FOR THE ASSOCIATION



President



SSA Designee



Superintendent



SSA Designee



Attorney to the Board



SSA Designee

GRIEVANCE FORM

Grievant: _____ Job Site: _____

Job Classification: _____ Date: _____

Date Informal Step Filed: _____ Supervisor Signature: _____

Statement of the Grievance; *to include Article and Section allegedly violated:*

Relief sought: _____

Date Step 1 filed: _____

Grievant Signature: _____ Supervisor Signature: _____

Disposition of Grievance at Step 1: _____

Date Step 2 filed: _____

Grievant Signature: _____ Superintendent Signature: _____

Disposition of Grievance at Step 2: _____

COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

REQUEST FOR PAID LEAVE

Employee: _____

Job Classification: _____ Job Site: _____

I hereby request _____ day(s) or _____ hour(s) of paid leave from
_____ to _____ on _____
Time Time Date

Leave being requested:

- _____ Sick Leave
- _____ Vacation Leave
- _____ Christmas Leave
- _____ Personal Leave
- _____ Court Leave
- _____ Assault Leave
- _____ Association Leave
- _____ Bereavement Leave
- _____ Longevity Bonus Leave Day
- _____ Summer Leave
- _____ Credit Time
- _____ Thanksgiving Leave

Explanatory Comments: _____

<u>ADMINISTRATIVE USE ONLY</u>	
_____ Recommended	
_____ Not Recommended	

Supervisor	
_____ Approve	(if required)
_____ Disapprove	

Employee Signature

Request Date

Date Received

COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

REQUEST FOR UNPAID LEAVE

Employee: _____

Job Classification: _____ Job Site: _____

I hereby request _____ day(s) or _____ hour(s) of unpaid leave from

_____ to _____ on _____
Time Time Date

Unpaid Leave being requested:

- _____ Unpaid Leave
- _____ Association Leave
- _____ Parental Leave
- _____ Military Leave
- _____ Court Leave
- _____ Disability Leave
- _____ Family Medical Leave

Reason for Request:

ADMINISTRATIVE USE ONLY	
_____ Recommended	
_____ Not Recommended	
_____ Supervisor	
_____ Approve (if required)	
_____ Disapprove	
_____ Superintendent	

Employee Signature

Request Date

Date Received: _____

HEALTH/SAFETY HAZARD REPORT FORM

Facility: _____

Area or Equipment: _____

Reporting Staff Member

Person Who Received This Report

Date Submitted

Concise statement of immediate health/safety concern:

Signature

Supervisor's Response:

Signature

Date Returned

DAMAGE TO EMPLOYEE'S PROPERTY REPORT FORM

Employee: _____

Job Classification: _____

Work Site: _____ Date: _____

Supervisor: _____

Incident leading to damage of property (be specific): _____

List damaged property: _____

Employee's Signature

Date

Supervisor's Signature

Date

Within 10 days, employee must submit a cost estimate for replacement of damaged goods. No further action will be taken until estimates are submitted.

<p>RATING STANDARDS</p> <p><u>VERY GOOD</u></p> <p>4</p> <p>Consistently exceeds standards</p> <p><u>GOOD</u></p> <p>3</p> <p>Sometimes exceeds standards</p> <p><u>FAIR</u></p> <p>2</p> <p>Meets standards</p> <p><u>UNSATISFACTORY</u></p> <p>1</p> <p>Seldom meets standards</p>	<p>VI. Attitude/Work Ethic</p> <p>_____ Employee emphasizes positive aspects of job, programs, agency guidelines and policies.</p> <p>_____ Demonstrates professional attitude.</p> <p>_____ Demonstrates interest in work through cooperation/enthusiasm and desire to excel in performance.</p> <p>_____ Is flexible.</p> <p>_____ Is willing to accept changes, suggestions and constructive criticism.</p> <hr/> <hr/> <p>VII. Initiative:</p> <p>_____ Demonstrates the ability to originate or develop constructive ideas and convey them to supervisor.</p> <p>_____ Has taken steps to improve own capabilities by attending additional education, in-service training, workshops, etc.</p> <hr/> <hr/> <p>VIII. Judgment:</p> <p>_____ Demonstrates good judgment in decision making.</p> <p>_____ Demonstrates ability to anticipate problems.</p> <hr/> <hr/> <p>IX. Communications and relationships with others:</p> <p>_____ Communicates effectively.</p> <p>_____ Is tactful in dealing with others (staff, public, parents, representatives of other agencies, etc.)</p> <hr/> <hr/> <p>X. Attendance:</p> <p>_____ Excellent _____ Fair _____ Poor</p> <hr/> <hr/> <p>*The employee's immediate supervisor agrees to provide a written explanation to any individual receiving a "Poor" rating for attendance. Any and all determinations regarding the employee's attendance remains at the discretion of the employee's immediate supervisor.*</p> <p>XI. Appropriateness of appearance/dress for the job:</p> <p>_____ Good _____ Fair _____ Poor</p> <hr/> <hr/> <p>_____ Employee Signature</p> <p>_____ Reviewer Signature</p> <p>_____ Date</p>
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VISION CARE BENEFITS

Vision Care Benefits apply when vision care charges are incurred by a Covered Person for services that are recommended and approved by a Physician or Optometrist.

BENEFIT PAYMENT

Benefit payment for a Covered Person will be made as described in the Schedule of Benefits.

VISION CARE CHARGES

Vision care charges are the Usual and Reasonable Charges for the vision care services and supplies shown in the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts shown in the Schedule of Benefits for each vision care service or supply.

LIMITS

No benefits will be payable for the following:

1. **Before covered.** Care, treatment or supplies for which a charge was incurred before a person was covered under the Plan.
2. **Excluded.** Charges excluded or limited by the Plan design as stated in this document.
3. **Health plan.** Any charges that are covered under a health plan that reimburses a greater amount than this Plan.
4. **No prescription.** Charges for lenses ordered without a prescription.
5. **Orthoptics.** Charges for orthoptics (eye muscle exercises).
6. **Sunglasses.** Charges for safety goggles or sunglasses, including prescription type.
7. **Training.** Charges for vision training or subnormal vision aids.

SCHEDULE OF BENEFITS

Coverage from a VSP Doctor:	
WellVision Exam	\$20.00 co-pay.....every 12 months
Prescription Glasses	\$20.00 co-pay
Lenses.....	every 12 months
	Single vision, lined bifocal, lined trifocal lenses and tints
	Polycarbonate lenses for dependent children
Frame.....	every 12 months
	\$150.00 allowance for frame of your choice
	20% off the amount over your allowance
	OR
Contact Lens Care	
	No co-pay.....every 12 months
	\$150.00 allowance for contacts and the contact lens exam (fitting and evaluation). This additional exam ensures proper fit of contacts.
	Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of replacement lenses.

EXTRA Discounts and Savings	
Glasses and Sunglasses	
	Average 30% savings on lens options like progressives and scratch-resistant and anti-reflective coatings
	20% off additional glasses and sunglasses, including lens options
Contacts	
	15% off cost of contact lens exam (fitting and evaluation)
Laser Vision Correction	
	Average 15% off the regular price or 5% off the promotional price from contracted facilities
	After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor
	Available from any VSP doctor within 12 months of your last eye exam

Out-of-Network Reimbursement Amounts:	
Exam.....	Up to \$35.00
Single vision lenses.....	Up to \$25.00
Lined bifocals.....	Up to \$40.00
Lined trifocals.....	Up to \$55.00
Frame.....	Up to \$45.00
Contacts.....	Up to \$105.00

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

NOTICE OF PRE-DISCIPLINARY CONFERENCE

To: _____
(Employee)

This notice is provided to you to advise that a pre-disciplinary conference will be held at

_____ at _____ on _____
(Time) (Location) (Date)

to provide you with an opportunity to respond to the following allegations of misconduct:

You have the right to

1. Appear at the conference to present an oral or written statement in your defense;
2. Appear at the conference and have your chosen representative present an oral or written statement in your defense; or
3. Elect in writing to waive your opportunity to have a pre-disciplinary conference.

Failure to respond or respond truthfully may result in further disciplinary action.

At the conference, you may present any testimony, witnesses or documents which explain whether the alleged conduct occurred. You may be represented by any person you choose, whether such individual is an employee or not. You shall provide a list of witnesses to the designated neutral supervisor not later than one (1) day prior to the pre-disciplinary conference. It is your responsibility to notify witnesses that their attendance is desired. No conference will be delayed more than twenty-four (24) hours to enable your representative to attend.

You or your representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral supervisor concluding whether the alleged conduct occurred. A copy of this report will be provided to you within five (5) days following its preparation.

The pre-disciplinary conference will be conducted by _____.

You may waive your right to this pre-disciplinary conference by signing this line and returning it to your supervisor _____.

If you have any questions in regard to this procedure, please contact this individual immediately.

Issued by: _____

Date: _____

I have received this notice.

Employee Signature

Date

COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

INSTRUCTION AND CAUTIONING FORM

Date of Meeting _____

A meeting was held on the above date between _____ (employee) and _____ (administrator/immediate supervisor). Also in attendance was/were _____

The meeting covered the following issue(s) and concern(s):

The employee received the following instructions for correction and improvement:

The employee hereby provides the following rebuttal to the above issues and concerns:

This meeting is designed to correct the work performance of the above-named employee. Failure of the employee to correct the above-mentioned issue(s) and concern(s) will result in further action, including discipline. This Form shall not be placed in the employee's personnel file, but may be used in future disciplinary actions if the above-stated issue(s) and concern(s) are not remedied.

Administrator/Supervisor

Employee *(The employee's signature only proves that the employee has received a copy of this form.)*

PRE-APPROVAL REQUEST FOR PROFESSIONAL LEAVE

Employee	Job Site
Date Filed	
Topic	
Date of Meeting	Location of Meeting

Brief Explanation of Benefits Anticipated: (Attach program brochure/agenda)

- Attendance required by management _____

Initial of Director/Supervisor
- Course to be used to maintain provisional certification/registration
 (50% of actual cost of registration fee reimbursed - no travel expenses reimbursed)
- Course to be used to meet minimum requirements of provisional certification or registration (70% of cost of fees)
- Course required to maintain minimum certification or registration (100% of cost of seminar)

REIMBURSEMENT REQUESTED (check)

- 1. _____ Registration _____

Amount
- 2. _____ Mileage _____

Amount
- 3. _____ Lodging _____

Amount
- 4. _____ Meals (number) _____

Amount
- 5. _____ Other _____

Amount

Employee's Signature

Date

ADMINISTRATIVE USE

- 1. _____ Approved
- 2. _____ Approved
- 3. _____ Approved
- 4. _____ Approved

Your Summary of Benefits



Columbiana County Board of DD
 Blue Access® (PPO)
 Effective 01/01/2012

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	\$20/\$20 \$5 No Cost Share No Cost Share	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	No Cost Share No Cost Share	30% 30%
Emergency and Urgent Care <ul style="list-style-type: none"> • Emergency Room Services facility/other covered services (copayment waived if admitted) • Urgent Care Center Services <ul style="list-style-type: none"> • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing 	\$100 \$35 No Cost Share \$5 No Cost Share	\$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No Cost Share	30%
Blue 6.0		

Your Summary of Benefits

Columbiana County Board of DD – Blue Access 6.0 PPO Benefit Summary (continued)

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility 	No Cost Share	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	No Cost Share	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	No Cost Share No Cost Share	30% No Cost Share No Cost Share
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation: 36 visits Pulmonary Rehabilitation: 20 visits Physical Therapy: 20 visits Occupational Therapy: 20 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$20/\$20 No Cost Share	30% 30%
Accidental Dental: Unlimited (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	No Cost Share No Cost Share \$20/\$20 No Cost Share	30% 30% 30% 30%

Your Summary of Benefits

Columblana County Board of DD – Blue Access 6.0 PPO Benefit Summary (continued)

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No Cost Share	50%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Home Delivery Service: (90-day supply) Includes diabetic test strip <p>Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap</p> <p>Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits and are limited up to a 30 day supply regardless of whether they are retail or home delivery service.</p>	\$8/\$15/\$25 \$16/\$30/\$50	50%, min \$30 ⁵ Not covered

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 25
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

4 If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Home Delivery-Service combined.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.