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STATE EMPLOYMENT  
RELATIONS BOARD

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**HAND DELIVERED**

**AGREEMENT  
BETWEEN THE  
MULTI COUNTY JUVENILE  
ATTENTION SYSTEM  
AND THE  
AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
OHIO COUNCIL 8, LOCAL 3987**

SERB Case # 2008-MED-03-0364(3254-01)  
2008-MED-03-0365

**EFFECTIVE UPON EXECUTION  
THROUGH  
MARCH 18, 2012**

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## PURPOSE

This agreement is entered into between the Multi County Juvenile Attention System (MCJAS), hereinafter referred to as the "Employer," and Local 3987, and Ohio Council 8, both of the American Federation of State, County, and Municipal Employees (AFSCME) Union, AFL-CIO, hereinafter referred to as the "Union."

WHEREAS, this agreement has as its purpose to set forth herewith terms and conditions of employment, rates of pay, and hours of work for employees covered by this agreement.

NOW THEREFORE, in consideration of these mutual covenants herein contained, the parties agree as follows.

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit employees. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed in the following classifications and/or bargaining unit(s):

### Unit #1

**Included:** All full-time and part-time Service and Maintenance employees of the MCJAS, including Cooks and Maintenance Repairs Workers 1 and 2 employed by the Employer in Carroll, Columbiana, Holmes, Stark, Tuscarawas, and Wayne Counties.

**Excluded:** All management-level, supervisory, professional, and confidential employees as defined in the Act, all casual and seasonal employees as defined by the Board, and clerical employees, including Administrative Services Director, Administrators (Community Corrections Facility, Detention, Group Home and Treatment), Counselor, Detention Services Director, Drug and Alcohol Specialist Counselor, Human Resources Director, Registered Nurses, Social Services Worker 3, Superintendent, Treatment Services Directors, Unit Managers, and all full-time and part-time Youth Leaders 2 and 3.

### Unit #2

**Included:** All full-time and part-time Youth Leaders 2 and 3 employed by the Employer in Carroll, Columbiana, Holmes, Stark, Tuscarawas, and Wayne Counties.

**Excluded:** All management-level, supervisory, professional, and confidential employees as defined in the Act, all casual and seasonal employees as defined by the Board, and clerical employees, including Administrative Services Director, Administrators (Community Corrections Facility, Detention, Group Home and Treatment), Counselor, Detention Services Director, Drug and Alcohol Specialist Counselor, Human Resources Director, Registered Nurses, Social Services Worker 3, Superintendent, Treatment Services Directors, Unit Managers, and all full-time and part-time Service and Maintenance employees of the Multi-County Juvenile Attention System, including Cooks and Maintenance Repair Workers 1 and 2.

**Section 2.** Notwithstanding the provisions of this article, management, including confidential, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

**Section 3.** The Employer will advise the Union of any proposed new classification(s) and agrees to meet and confer with the Union regarding inclusion of any such new classification in the bargaining unit. If the Union and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification(s) shall be included in the bargaining unit(s).

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations, and with prior notification to the Union, of any technological changes that affect bargaining unit employees;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;

- G. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the System as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

### **ARTICLE 3** **NON-DISCRIMINATION**

**Section 1.** No person or persons responsible to the Employer, nor the Union and its officers, shall unlawfully discriminate for or against any employee on the basis of membership or non-membership in the Union.

**Section 2.** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 4.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 5.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 6.** The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms or conditions of employment because of such individual's race, color, religion, gender, age, national origin, disability, ancestry of any person, or AFSCME membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, and therefore not subject to the grievance procedure article.

**Section 7.** The Employer agrees to comply with the applicable provisions of the Americans with Disability Act (ADA).

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's hours of operation. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, twenty-four (24) hours advance notice of such staff representative visits will be provided to the Employer. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirements upon the Union's reasonable demonstration, as determined by the Employer, of such circumstances. In any case, upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative before entering any work area.

**Section 2.** The Employer shall recognize the following to act as Union stewards for the purpose of processing grievances in accordance with the grievance procedure:

	<b>Number of Individuals</b>
<b>Stark County</b>	
Stark Attention Center Community Corrections Facility Residential Treatment Canton Group Home Alliance Group Home	3 stewards 1 alternate

	<b>Number of Individuals</b>
<b>Columbiana-Carroll Counties</b>	
Louis-Tobin Attention Center Rodgers Group Home Farm	1 steward 1 alternate
<b>Tuscarawas County</b>	
Tuscarawas Attention Center New Philadelphia Group Home	1 steward 1 alternate
<b>Wayne-Holmes Counties</b>	
Linda Martin Attention Center	1 steward 1 alternate

Said individuals shall be recognized by the Employer to represent those individuals in Units 1 and 2. Additional stewards will be included should the Employer increase the number of facilities.

**Section 3.** The Union shall provide to the Employer an official roster of its officers, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

**Section 4.** The Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor with justification.

**Section 5.** The Union President or designee and other Union Stewards shall, upon prior approval of the Employer, when requested by the Employer that his/her attendance is necessary, be permitted time off without loss of pay or benefits to meet with the Employer at grievance meetings, disciplinary meetings, health and safety meetings, or to attend other meetings required under this agreement. Approval shall not be unreasonably denied. The Union President or designee may request additional time to meet with the Superintendent. Transportation to and from the job site shall be the responsibility of the Union President, with miles being non-reimbursable. The writing of grievances shall be on non-work time other than as provided herein.

**Section 6. Union Orientation.** Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals. Such time shall be designated by the Employer.

## **ARTICLE 5 PROBATION PERIODS**

**Section 1.** Every newly hired full-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 receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days for full-time bargaining unit employees. A newly hired part-time employee shall serve a probationary period of one thousand and forty (1,040) hours of actual work. Probationary employees may be removed during their initial probationary period without appeal rights through the grievance procedure contained herein.

## **ARTICLE 6 DUES DEDUCTION AND FAIR SHARE FEES**

**Section 1.** The Employer agrees to deduct Union membership dues, initiation fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

**Section 2.** The Employer agrees to deduct regular Union membership dues once per pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with the terms of this agreement. An employee may revoke their individual "check-off"

authorization by giving a written notice to the Employer and the Union. Said notice shall include proof of service (i.e., certified, registered letter). Upon receipt of written notice, the Employer shall be relieved of such individual "check-off" deduction in the applicable pay period following said receipt.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period that dues would be deducted, as certified by the Union to the Employer. The Employer is not required to make any partial deductions.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) 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 the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

**Section 9.** The Employer agrees to remit an alphabetical list of the name, social security number, and the amount of the deduction with a check in the aggregate amount of the deduction to the comptroller of AFSCME, Ohio Council 8, within five (5) days of the payroll date of dues deduction. A copy of this list of employees shall also be sent to the local Union, subject to the procedures of the County Auditor.

### **Fair Share Fee**

**Section 10.** Each bargaining unit employee hired after the effective date of this agreement who does not become a member of the Union shall as a condition of employment pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence sixty-one (61) days following an employee's date of hire. Current employees who elected to become Union members must pay a fair share fee if they choose to resign from the Union. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. The Employer shall provide the Union

with an alphabetical list of names and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

**Section 11.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 12.** The Union warrants and guarantees that no provision of this article violates the law or constitution of either United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising in any way out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

## **ARTICLE 7**

### **PEOPLE DEDUCTION**

If the County Auditor determines that it is feasible to add new payroll deductions to employee's checks, the Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card executed voluntarily and exclusively by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical lists of the names of those employees for whom a deduction was made and the amount of the deduction.

The list shall be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit(s).

All PEOPLE contributions shall be made as a deduction separate from the dues and the fair share fee deductions.

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

The Union warrants and guarantees that no provision of this article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses in its defense, including but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

## **ARTICLE 8** **WORK RULES**

**Section 1.** Work rules as defined in this section shall be those policies, procedures, and directives which regulate conduct of employees in the performance of the Employer's services and programs. New work rules formulated after the effective date of this agreement shall be reduced to writing and made available to the Union and distributed to all bargaining unit employees no less than five (5) work days before implementation, unless an emergency situation prevails, in which case it becomes effective immediately.

**Section 2.** No discipline will be issued under this article unless the employee has been made aware of said rule at least five (5) days prior to the alleged infraction.

**Section 3.** It is agreed and understood that the Employer shall have the right to revise and/or initiate work rules with respect to the conduct of its employees. The Employer agrees that no work rule shall be in conflict with the provisions of this agreement.

## **ARTICLE 9** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that it shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, in any strike, walkout, work stoppage, slowdown or any interference of its members of any operation or operations of the Employer for the duration of this agreement.

No employee shall engage in any strike, sit-down, slowdown, sit-in, cessation or stoppage of work of any kind with the Employer's operations.

**Section 2.** The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this agreement and is subject to possible discharge or other disciplinary action. Such discharge or disciplinary action of the employee is subject to the grievance procedure. The Union will promptly request and advise all employees to cease the violation and to return to work at once.

**Section 3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this agreement. A violation of this section shall entitle the employee or employees to wages due to any lockout.

## **ARTICLE 10** **PERFORMING CLASSIFIED WORK**

### **Section 1. Non-Bargaining Unit Employees Performing Classified Work**

- A. Non-bargaining unit personnel may perform bargaining unit employees' work. The Employer will not use this provision to erode the bargaining unit.
- B. The non-bargaining unit employee must have the proper qualification(s) and certification(s) to perform the bargaining unit employees' work and duties.

**Section 2.** Whenever a Youth Leader 2 is required by the Employer to perform the full and complete duties of the Shift Supervisor, said Youth Leader shall be compensated an additional seventy-five cents (\$.75) per hour.

It is agreed and understood this provision shall apply only to the Detention and Community Corrections Facility.

## **ARTICLE 11** **SMOKING**

**Section 1.** MCJAS smoking policy will be applied uniformly throughout MCJAS facilities. Smoking areas will be posted and be consistent with the law. Employees must wash their hands upon returning to work.

All MCJAS vehicles are smoke free. All staff working directly with youth must obtain the approval of their supervisor before going outside to smoke.

**Section 2.** No youth is permitted tobacco or tobacco products. Any violations of this article shall result in disciplinary action up to and including termination.

**ARTICLE 12**  
**BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space on bulletin boards currently provided and space at other prominent locations within the System for bulletin board(s) provided by the Union. Said board(s) shall be no more than three foot by three foot (3' x 3').

**Section 2.** Union notices relating to the following matters may be posted without the Employer's prior approval during non-work time:

- A. AFSCME recreational and social affairs;
- B. Notice of AFSCME meetings;
- C. AFSCME appointments;
- D. Notice of AFSCME elections and AFSCME election results;
- E. Reports of non-political standing committees and independent non-political arms of AFSCME;
- F. Non-political publications, rulings, or policies of AFSCME;
- G. Local officers, staff representatives, Union officers (phone/fax numbers, email addresses).

All/any other notices of any kind not listed in "A" through "F" herein shall receive the prior approval of the Employer or his designated representative.

**Section 3.** It is understood and agreed that no material may be posted on the Union bulletin board or the Local Union web site at any time which contains the following:

- A. Personal attacks upon other members or any other employee.
- B. Scandalous, scurrilous, or derogatory remarks/attacks upon management employees.
- C. Attacks on any employee organization, regardless of whether the organization has local membership.
- D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization. This restriction does not apply to the Local Union website.

- E. Any personal information regarding staff (i.e., phone/fax numbers, email address, home address).

**Section 4.** Violations of this article may result in disciplinary action and/or the temporary termination of the bulletin board in question.

### **ARTICLE 13 LOCKERS**

**Section 1.** Where available, a locker will be assigned by the Administrator to each employee for safekeeping of clothing and personal effects during working hours.

- A. Employees are responsible for maintaining their lockers in a clean and sanitary manner, and lockers must be kept locked at all times.
- B. Supervisors may inspect the contents of lockers with reasonable cause and with the employee and, if the employee requests, the union representative present. Supervisors may remove Multi-County property and/or inappropriate, illegal, and/or other offensive material.
- C. It is understood and agreed the lockers remain the property of the Employer. The Employer is not responsible for lost or stolen items of the employee.

### **ARTICLE 14 JOB DESCRIPTIONS AND CLASSIFICATIONS**

**Section 1.** Each job description will list the major or central duties of the particular job and will include automatically all functionally related duties, whether listed or unlisted.

**Section 2.** The MCJAS agrees to provide a job description to every employee at the time of hire or promotion into a classification.

**Section 3.** The MCJAS will make available to the Union the current job description for all jobs in all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the MCJAS agrees to provide the employee and the Union with a copy of the modified job description before the job description is put into effect.

### **ARTICLE 15 PERFORMANCE EVALUATIONS**

**Section 1.** The performance evaluation is a written evaluation of the employee's job performance. It may include the supervisor's comments and recommendations, an action plan for both the employee and the supervisor, and performance goals for the next evaluation period.

**Section 2.** Performance evaluations shall be completed upon the following occasions:

- After ninety (90) calendar days and one hundred seventy (170) calendar days of initial employment;
- After sixty (60) work days and between the one hundred (100) and one hundred fifteen (115) work days of a promotion;
- During the thirty (30) calendar day period prior to/after the employee's anniversary date of employment.

When commenting on an employee's overall performance during the evaluation period, supervisors may consider such factors as knowledge of the work, quantity of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, acceptance of responsibility, etc.

The supervisor and the employee must meet and discuss the employee's written evaluation results.

The employee shall be given the opportunity to examine the written evaluation and make written comments about any aspect of it. The employee will sign the evaluation along with the supervisor and Facility Administrator.

Supervisors are encouraged to discuss an employee's job performance with the employee on an informal basis whenever the need to do so arises.

## **ARTICLE 16** **PERSONNEL RECORD**

**Section 1.** An employee shall have the right during non-work time (including breaks) to inspect his personnel record upon providing a written request to and receiving authorization from the employee's supervisor. Upon the approval of the supervisor, the employee shall contact the Personnel Director to schedule a time to conduct said review, not to exceed five (5) calendar days, and subject to the availability of the Personnel Director/designee (i.e., vacation, sick leave). The employee may compile, date, and insert in said record a list of the documents he finds therein.

**Section 2.** Upon request, an employee will receive copies of evaluations, discipline, and requests for leaves of absence placed in his personnel record file. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the materials, but does acknowledge the employee has seen it.

**Section 3.** An accredited Union representative of AFSCME shall have the right to inspect an employee's personnel record subject to the written authorization of the employee.

**Section 4.** An employee who refuses to sign a copy of any disciplinary action for the purpose of acknowledgment of receipt shall be considered as insubordinate and subject to disciplinary action.

## **ARTICLE 17** **ADDRESS NOTIFICATION**

**Section 1.** It is the obligation of each employee to keep the MCJAS advised of his current address for the purpose of this agreement, and the MCJAS will rely on the last address supplied by an employee.

**Section 2.** Within thirty (30) calendar days following the execution of this agreement and during the fifteen (15) calendar day period following an employee's change of address, bargaining unit employees shall schedule an appointment and/or make telephone confirmation with the Human Resources Director and complete a form noting their current address. A copy of an employee's address may be forwarded to the Union, upon the employee's written authorization, at the same time such address is submitted to the Employer.

**Section 3.** Failure to provide the current and/or valid address shall be grounds for disciplinary action.

## **ARTICLE 18** **PUNCTUALITY**

**Section 1.** Employees must notify the shift supervisor at least one (1) hour or more in advance of their scheduled shift if they are unable to report for work at their normal starting time. Failure to notify the shift supervisor will result in loss of compensation during the delay and may result in disciplinary action.

Such notification should include an indication of when the employee can be expected to report for work. If the shift supervisor is unavailable, the employee will then report off to the senior staff on shift.

Employees who are delayed in reporting for work more than one-half (1/2) hour and who have not notified their supervisor of their expected tardiness may lose their right to work the balance of the work day. Those employees permitted to report to work late will be paid only for the time they actually worked.

**Section 2.** Employees will be permitted two (2) occurrences within any contract year of reporting late for work, up to one (1) hour, to choose from one of the following options:

- A. vacation time;
- B. compensatory time;
- C. request a schedule adjustment on the same day the lateness occurred;
- D. request leave without pay (LWOP);

Therefore, additional incidents shall subject the employee to the following:

- 3<sup>rd</sup> lateness – verbal warning
- 4<sup>th</sup> lateness – written warning
- 5<sup>th</sup> lateness – 5 day suspension without pay\*
- 6<sup>th</sup> lateness – 10 day suspension without pay\*
- 7<sup>th</sup> lateness – dismissal

\* The applicable provisions of Article 19, Corrective Action, Section 6, may be imposed.

**Section 3.** Employees must report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and certify that they are able to work. Employees are expected/required to report for work during inclement weather conditions.

**Section 4.** Employees must report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and certify that they are able to work. The supervisor should record the information for the employee's file and the employee must complete the applicable leave form. The supervisor will then forward the proper leave form with the payroll to the Personnel Department.

When appropriate, the supervisor should counsel the employee on the importance of good attendance and warn that excessive tardiness or absences, regardless of the causes, will lead to progressive discipline.

Employees who are absent from work for three (3) consecutive days without giving proper notice to Multi-County JAS are subject to removal from their position.

Any employee who uses excessive leave without pay and/or without notice to his supervisor is guilty of neglect of duty, which will result in disciplinary action.

**ARTICLE 19**  
**CORRECTIVE ACTION**

**Section 1.** No non-probationary employee shall be reduced in pay/position, suspended, discharged, or removed except for just cause.

**Section 2.** Except in instances wherein an employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Progressive corrective disciplinary action is the responsibility of the Employer; however, corrective actions shall be based on just cause, be uniformly applied, and be consistent with this agreement. Disciplinary action shall include the following:

- A. Verbal reprimand;
- B. Written reprimand;
- C. Suspension without pay, or working suspension;
- D. Reduction in pay or position;
- E. Discharge.

While it is the intent of the Employer to follow the steps of progressive discipline, on occasion it may be necessary to skip one (1) or more steps if the actions of the employee amount to serious misconduct warranting more severe disciplinary action. In such cases, the employee will be informed in writing of the reason(s) for the skipping of a step(s) in progressive action.

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public, and shall be kept confidential.

**Section 3.**

- A. Whenever the Employer determines that an employee's misconduct may result in a suspension, reduction, or termination, a hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.
- B. Not less than twenty-four (24) hours prior to the scheduled starting time of the hearing, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee shall have the right to be accompanied by his/her Union representative. The employee may elect, in writing, to waive the opportunity to appear and/or have the hearing.

**Section 4.** No later than seven (7) calendar days following the hearing, the Employer/designee shall inform the affected employee, in writing, what discipline, if any, is appropriate.

**Section 5.** All records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

**Section 6.** Suspensions, removals, or reductions may be appealed through the grievance procedure and shall be initiated at the written phase step of the grievance procedure. An employee will be allowed to explain his actions and may provide a written response to the written reprimand. Both documents will be sent to the employee's personnel file.

**Section 7.** If a bargaining unit employee receives discipline which includes lost wages, the Employer may issue one of the following forms of corrective action:

- A. Actually having the employee serve the designated number of days suspended without pay.
- B. Having the employee forfeit his/her accrued vacation hours.\* The forfeiture of vacation leave will constitute discipline of record, will be accordingly noted in the employee's personnel file, and will constitute the final resolution of the charges. No loss of seniority will occur should this option be chosen.

\* Equal to the hours/days of suspension

- C. Actually having the employee serve the designated number of days while working at his or her rate and classification (working suspension).

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

**Section 2.** All grievances must be processed at the proper step in order to be considered at subsequent steps.

The aggrieved employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the

employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the Employer and the Union.

**Section 3.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Informal:** Within five (5) working days from the occurrence of an alleged incident, any employee, and if the employee requests, the Union steward, having an alleged grievance may discuss it verbally with his/her immediate supervisor. The supervisor will respond verbally to attempt a resolution within three (3) working days from the discussion of the verbal complaint.

**Step 1** If the verbal response was not satisfactory, the employee may at that time notify the immediate supervisor that he/she will be putting the complaint or grievance in writing. The written complaint or grievance must be presented to the Administrator or the Maintenance Supervisor within five (5) working days from the date of the supervisor's verbal answer. Within five (5) working days from the date the employee presented the written complaint, the Administrator or the Maintenance Supervisor will write and deliver his response.

In the event an employee is absent during the five (5) work day period described herein, he shall have the five (5) day period extended by the length of time lost. Said extension shall be computed on a day-by-day basis; that is, for each day absent, the five (5) work day period shall be extended an additional day, to a maximum of seven (7) work days.

**Step 2** If the complaint or grievance is still not resolved, the employee may pursue the matter by presenting the written grievance to the Superintendent/designee within five (5) working days of the reply received in Step 1. The Superintendent/designee may meet, if deemed necessary, with the grievant, the Administrator, and if the employee requests, no more than two (2) Union representatives, and attempt to resolve the matter, and return his written response within seven (7) working days after such meeting.

Notwithstanding the above, the Superintendent agrees to meet with the aforementioned individuals on those grievances that involve suspensions and/or discharge.

**Step 3**

**Arbitration:** Should the Union, after receiving the written answer to the grievance at Step 2 of the grievance procedure, still feel that the grievance has not been resolved to its satisfaction, it may request that it be heard before an arbitrator. The Union must make written application to the Superintendent for arbitration within ten (10) calendar days of its receipt of the written answer from the Superintendent at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Superintendent.

In the event a grievance has been submitted to arbitration within the ten (10) calendar day period, as described herein, the parties may mutually agree to attempt to resolve the issue utilizing mediation. If the parties mutually agree to mediation, the following shall apply:

Either party may contact the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) within a ten (10) work day period following the selection of an arbitrator. The mediation session shall take place as soon as possible subject to the availability of the representatives of the Employer, the Union, and the mediator.

Nothing discussed, submitted, exchanged, proposed, and/or rejected by the parties shall be utilized by either party in the arbitration hearing should the mediation session fail to resolve the issue in dispute.

Upon receipt of a request for arbitration, the Superintendent and/or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS or the AAA. One party shall be the first to strike a name and alternate in this manner until one name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. The remaining name shall be designated as the arbitrator to hear the dispute in

question. Each party shall have the option to completely reject the list of names provided by the FMCS or the AAA once only and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or the AAA. Prior to the scheduled date of the hearing, the parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator.

The arbitrator shall hold the arbitration 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 the 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.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to a date not more than five (5) working days prior to the date the grievance was first presented to the Employer at the appropriate step of the grievance procedure.

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 arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator, on the same day.

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be borne by the party requesting such list. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**Section 4.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Grievied employee's name and signature.
2. Grievied employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the agreement violated.
9. Desired remedy to resolve the grievance.

**Section 5.** A grievance may be brought by any bargaining unit employee or the Union. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting said employees, one (1) employee selected by such group will process the grievance. When a group grievance is filed, the grievance shall identify by name all bargaining unit employees alleged to be affected by the resolution of the grievance. It is understood and agreed that a bargaining unit employee shall have the right to present grievances in accordance with this procedure.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 3, the Union shall have the right to be present at any grievance meeting where/when a resolution of said grievance is reached. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this agreement.

**Section 6.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originated.

**Section 7.** For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the scheduled work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party. Notwithstanding the above, weekends and holidays shall not be considered as work days for purposes of this article.

**Section 8.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 21**

### **LABOR MANAGEMENT/COMMITTEE**

**Section 1.** Every four (4) months and/or upon mutual agreement, up to four (4) members of management and up to four (4) representatives of the Union shall meet to discuss labor/management issues of the Union and the Employer. The number of participants at these labor/management meetings may be increased or decreased by mutual agreement of the parties.

**Section 2.** The purpose of this committee is to provide a means for continuing communication between the parties, including but not limited to such activities as:

- A. Discuss the administration of this agreement.
- B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees.
- C. Discuss health and safety issues.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representatives the opportunity to make suggestions on subjects covered by the agreement.
- F. Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for labor/management committees.

- G. Proposed work rules/modification will be an appropriate subject for discussion.
- H. Such other items as the parties may mutually agree to discuss. Any sub-committees will mutually agree to be co-chaired by the Union and the Employer representative. The agenda for each meeting shall be submitted to each party at least five (5) calendar days in advance. Each party shall be responsible for taking its own notes.

**Section 3.** Union representatives shall lose no straight time pay if meetings are held during their work shift/hours.

**ARTICLE 22**  
**HOURS OF WORK/OVERTIME/**  
**ROTATION OF OVERTIME OPPORTUNITIES**

**Section 1.** This article is intended to define the normal hours of work per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, including a lunch period. The work week shall be computed between 12:01 a.m. on Thursday of each calendar week and 12:00 o'clock midnight the following Wednesday. The Employer shall not require an employee to "flex" such time to avoid overtime payment. Employees may "flex" eligible hours during the seven (7) day period described herein with the approval of their immediate supervisor.

**Section 3.** When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 2 above, including the lunch period, he shall be paid overtime pay for all time worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

**Section 4.** Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**Section 5.** Work schedules shall be posted at least two (2) weeks in advance of the effective date and shall be for a period of one (1) month.

**Section 6.** The Employer will rotate overtime opportunities among employees in an effort to equalize overtime opportunities within the same classification and facility. Starting on the first period after execution of this agreement and on January 1 of each

succeeding year, all overtime balances shall revert to zero. The Employer agrees to post and maintain overtime rosters, which shall be made available to the steward upon request. All new employees will be immediately credited with overtime hours equal to the employee with the most aggregate hours. Said rosters shall be posted and will include a list of overtime hours worked and refused with overtime awarded to the employee on the roster who has the fewest aggregate hours worked and refused.

An employee who is offered but refuses overtime assignments, or when the Employer is unable to make contact for such assignment, and such time is defined as a negative contact, shall be credited as if he had worked the overtime for purposes of equalization. An employee who does not want overtime and does not wish to work an overtime opportunity shall advise his immediate supervisor, in writing, to remove his name from an overtime roster. Said refusal period shall be defined as a three (3) month period. A three (3) month period shall begin on January 1, April 1, July 1, and October 1 of each calendar year. When overtime is determined necessary, it shall be first offered to the qualified employee within the classification/facility who has the least amount of overtime worked or refused. If it is determined that an employee has not been given his overtime opportunity, it will be the sole obligation of the Employer to give preference to such employee in future overtime assignment to correct the imbalance of opportunity. In the event that no employee accepts an offered overtime opportunity, the Employer will require the employee who is qualified, but the least senior on the affected shift, to work the overtime.

It is understood and agreed the language contained in Section 6 herein shall apply to those bargaining unit employees who are working their normal work hours/shift and may be required to work past their normal work hours/shift.

**Section 7.** In the event staffing levels on the afternoon and/or midnight shift must be maintained and bargaining unit employees are unavailable to perform such duties, and/or if additional personnel is required, non-bargaining unit employees shall be assigned such duties.

**Section 8.** The Maintenance Department will observe the same rotation procedure described in sections 6 and 7 herein; however, in the event a maintenance emergency arises at a facility, the Maintenance Superintendent will contact the assigned facility maintenance worker who is qualified to work the overtime, regardless of the overtime balance within the maintenance worker classification.

## **ARTICLE 23**

### **COMPENSATORY TIME**

**Section 1.** Pursuant to Article 22, Hours of Work/Overtime/Rotation of Overtime Opportunities, Section 3, an employee may choose overtime payment in the form of compensatory or "comp" time.

**Section 2.** An employee may not accumulate more than eighty (80) hours of “comp” time to his credit.

**Section 3.** Comp time shall be taken within six (6) months of the date earned. The granting of comp time is subject to the workload requirements of the employee’s facility and may be denied if workload requirements so mandate. Twenty-four (24) hours advance notice of the intended use of comp time shall be given to the employee’s supervisor/administrator. However, the supervisor/administrator in certain instances may waive the twenty-four (24) hour notice.

**Section 4.** An employee will be entitled to a cash payment at time and one-half (1 1/2) of the applicable hourly rate of pay for all actual overtime hours worked and not compensated by the use of “comp” time upon separation of employment and/or upon expiration of the six (6) month period described herein.

## **ARTICLE 24** **SWITCH PROGRAM**

**Section 1.** Full-time employees of MCJAS will be able to switch shifts with other employees consistent with the following procedures, and no overtime will occur:

- A. It is the sole responsibility of the employee to find a person to switch with;
- B. The Employer will have no responsibility or liability for the switch, including finding employees to switch;
- C. In order to take advantage of the program, an employee must:
  - 1. find an employee in the same classification in the same facility who has the shift they need and who is willing to switch shifts;
  - 2. fill out a form provided by the Employer and receive prior authorization from the affected supervisors.
- D. Each employee involved in the switch shall understand:
  - 1. each employee is fully responsible for the duties, date, and time that is agreed upon for the switch;
  - 2. if either employee does not fulfill his duties, that employee will not be granted any paid leave for such time (i.e., sick leave, vacation, and/or any other paid leave, if applicable);

3. employees involved in the switch will be paid at the rate of the switched day only, at their regular hourly rate;
4. employees shall not use the switch as a method for accruing overtime; patterned use in this manner will be considered an abuse of this privilege and subject the employee to disciplinary action.

## **ARTICLE 25**

### **MAINTENANCE DEPARTMENT**

**Section 1.** During the term of the agreement, the Employer shall continue to assign maintenance worker job assignments/locations in effect upon the execution of the agreement. This includes the use of MCJAS-owned vehicles and/or the use of private vehicles used for work-related purposes as directed by the Employer. No MCJAS employee will be required to transport tools, supplies, and equipment in his private vehicle.

**Section 2.** The Employer will provide the necessary supplies, specialty tools, and equipment for the performance of the required maintenance duties. Any/all of said supplies, specialty tools, and equipment remain the property of the Employer and shall be returned to the Employer upon termination of employment of the affected employees.

**Section 3.** Any items described herein that are lost, misplaced, and/or intentionally damaged by an employee shall be replaced by said employee.

**Section 4.** The Employer reserves the right to require employees to report to a specific worksite, on an as-needed basis, directly to and from their home. In the event this occurs, employees shall be reimbursed mileage to the specific worksite, less their normal mileage to and from their residence – Main Campus, and said employee must travel in their private vehicle.

## **ARTICLE 26**

### **PROFESSIONAL MEETINGS**

**Section 1.** Meetings that are required by the Employer shall normally be scheduled on the days when all affected employees are scheduled to work.

In the event an employee is required to attend such meetings on the employee's day off, he/she shall be paid at the applicable hourly rate for all time spent in such meeting.

Employees will not be required to "flex time" or work "split shifts" to attend any mandatory meetings. Employees may flex their work week in accordance with Article 22, Hours of Work/Overtime/Rotation of Overtime Opportunities.

**ARTICLE 27**  
**SENIORITY**

**Section 1.** Seniority shall be an employee's uninterrupted length of continuous service with the MCJAS. An employee shall have no seniority for the probationary period provided in Article 5, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** The MCJAS shall provide the Local Union President with a copy of the seniority lists and these lists shall be updated quarterly. The Union shall meet with the MCJAS to review the seniority lists whenever necessary to correct any errors. The seniority lists shall be made up by classification and shall contain the name, department, and date of hire of each employee.

**Section 3.** Employees shall lose all seniority upon any of the following:

- A. discharge for just cause;
- B. retirement;
- C. layoff in excess of twenty-four (24) months;
- D. failure to return to work within ten (10) calendar days of recall from layoff, unless the failure to return within the ten (10) days is not within the control of the employee, or within such ten (10) days the Employer agrees to an alternate date for the employee to return to work;
- E. failure to return to work upon expiration of a leave of absence;
- F. absence of three (3) or more consecutive work days without calling in;
- G. absence of three (3) or more consecutive work days without an excuse;
- H. resignation from employment.

**Section 4.** Employees shall continue to accrue seniority during the following:

- A. absence while on approved paid or unpaid leave in accordance with the applicable article(s) of the agreement;
- B. military leave of absence;
- C. layoff not to exceed twenty-four (24) months.

**Section 5.** An employee who leaves the bargaining unit into a non-bargaining unit position shall have his seniority frozen for a period of one (1) year. After one (1) year, all bargaining unit seniority shall be forfeited except such employee shall maintain credit for vacation, retirement, sick leave, and other benefits of this type that are accrued by seniority or hours worked.

## **ARTICLE 28** **UNION MEETINGS**

The Employer (Superintendent/designee) and the Union representatives during the term of this agreement agree to allow the Union access to facilities at mutually agreeable times and locations for purposes of Employer/Union issues, subject to the provisions of Article 4, Union Representation. Individuals attending such meeting will be in unpaid status unless otherwise stated in this agreement.

## **ARTICLE 29** **VACANCIES, PROMOTIONS, AND TRANSFERS**

**Section 1. Vacancies.** Whenever the Employer determines that a permanent vacancy exists within a specific bargaining unit, a notice of vacancy will be made to the Local Union. Such notice shall include, but not be limited to, job duties, essential functions of the position, special licenses/certifications if required, shift, facility, skill, rate of pay and abilities, and the closing date of the posting.

All MCJAS bargaining unit employees will have two (2) opportunities each contract year to register their preference for shift and facility with management. Management will consult the shift preference lists for the most senior/qualified person for the job opening and offer the position to that person. If the most senior/qualified person refuses the opportunity, then management will proceed to the next senior/qualified person on the list. If management exhausts the list, then management will post for five (5) calendar days the job at all facilities. Management may advertise for new employees at any time during this process. Bargaining unit employees will receive first consideration and opportunity to refuse if they apply for a position through the posting or advertising, as long as they had not refused the advertised position through the preference list procedure.

**Section 2.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 3.** In the event an employee is awarded the vacant position and such award results in a promotion, he shall be required to successfully complete a one hundred twenty (120) work day promotional probationary period. An employee who evidences an unsatisfactory performance in the new position may be returned to his former classification any time during this period.

Any promotional probationary employee who has lost work time due to illness and/or injury or an unpaid leave of absence shall have his probationary period extended by the length of time lost. Said extension shall be computed on a day-for-day basis; that is, for each day absent, the probationary period shall be extended an additional day.

**Section 4.** Nothing contained herein shall negate management's right to assign an employee(s) to positions or locations in order to meet work load and/or the operational demands of Multi-County. Temporary transfers may not exceed ninety (90) calendar days.

### **ARTICLE 30 LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines that job abolishments and/or layoffs are necessary, a written notice shall be given to the affected employee at least ten (10) calendar days in advance of the effective date of the job abolishment and/or layoff.

**Section 2.** The Employer shall determine in which classifications and employment status and location layoffs will occur. Employment status, for purposes of this article, shall be defined as full-time and/or part-time. Temporary, casual, part-time, or intermittent employees in bargaining unit classifications will be laid off first.

Full-time employees shall be permitted to displace/bump an employee with the least agency seniority, within their classification series within their respective bargaining unit, provided the "bumping" employee possesses the qualifications, necessary training, and certifications to perform the duties and responsibilities of the new position. Said individual shall have no more than two (2) work days to notify his supervisor, in writing, of his intent to displace/bump an employee as described herein. Failure to provide written notification shall be deemed as a waiver of displacement/bumping rights. In the event of a tie in seniority, seniority shall be determined by the oldest date of application, including the time and date of said application.

**Section 3.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees with less than eighteen (18) months seniority shall have recall rights only equal to the length of their seniority/employment. If there is a recall, employees who are still on the recall list shall be recalled first, in the inverse order of their layoff, provided they remain qualified to perform the work in the job classification to which they are recalled without further training.

**Section 4.** Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 5.** The recalled employee shall have up to ten (10) calendar days following the receipt of the recall notice to return to work, unless the Employer agrees to an alternate date for the employee to return to work. Failure of an employee to contact the Employer of his intent to return to work or to report to work on the date specified shall constitute a forfeiture of the employee's right to recall.

### **ARTICLE 31 LEAVES OF ABSENCE**

**Section 1. Leave Without Pay.** Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Leave and Disability Separation**

If an employee becomes unable to perform the essential functions of his/her position due to a disabling illness, injury, or condition, and has exhausted his/her sick leave balances, the employee shall be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed two (2) years for purposes of reinstatement rights. The above-referenced time period may be extended in accordance with OAC 123:1-30-04. A satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, she shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 31, "Layoff and Recall."

B. **Personal Leaves of Absence**

The Employer may grant a leave of absence without pay to any non-probationary bargaining unit employee. The employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, leaves may be granted for a maximum duration of four (4) months for any personal reason. Renewal or extension beyond the maximum allowed shall not be

granted except as mutually agreed to by the Employer and the employee on a non-precedent setting basis.

C. Educational Leave

Provided an employee has completed at least two (2) years of service with the Employer, an educational leave may be granted for a maximum period of six (6) months for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

D. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard "Request For Leave" form.

E. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

F. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, including working another job, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

G. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 30, "Layoff and Recall."

H. Family and Medical Leave

Eligible employees will be granted FML in accordance with the Employer's policy in effect at such time FML is requested.

- I. Bargaining unit employees must report any/all arrests, including OVI, within twenty-four (24) hours of such arrest. Employees who are unable to report to work due to their arrest and/or incarceration may request a leave of absence without pay. In the event of incarceration and the employee is unable to secure bail, the employee may be subject to possibly disciplinary action.

An employee charged with a felony may be placed on administrative leave without pay pending the resolution of said charge.

J. Military Leave

All bargaining unit employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour work days, or not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 3923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

1. the difference between the employee's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
2. five hundred dollars (\$500.00).

No employee will receive payment under this section if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

## **ARTICLE 32** **HOLIDAYS**

**Section 1.** Each full-time employee shall be entitled to eight (8) hours of holiday pay at her regular straight time hourly rate of pay, for each of the following designated holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	As designated by the State Legislature
Independence Day	4 <sup>th</sup> Day of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	11 <sup>th</sup> day of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	25 <sup>th</sup> day of December

**Section 2.** Employees shall be entitled to holiday pay in accordance with Section 1 herein if they are not scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive their hourly base rate of pay for all hours actually worked.

**Section 3.** To be eligible for holiday pay, as described in Section 1 herein, an employee must work her last scheduled work day before the holiday and her first scheduled work day after the holiday, unless on vacation leave and/or funeral leave. If a holiday occurs during a period of vacation leave of an employee, the employee shall draw normal pay and shall not be charged for vacation leave on that holiday. Employees who are scheduled to work on the day designated as a holiday and who report off sick may be entitled to sick pay but shall not be entitled to holiday pay.

**Section 4.** A holiday that occurs on a Saturday or Sunday will be observed on either the preceding Friday or following Monday.

**Section 5.** Part-time employees will receive holiday pay equal to their normally scheduled work hours, subject to the provisions of Sections 1, 2, and 3 herein.

**ARTICLE 33**  
**VACATION**

**Section 1.** Bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

<b><u>Years Of Service</u></b>	<b><u>Vacation Entitlement</u></b>	<b><u>Rate Of Accrual</u></b>
After 1 year of service	80 hours vacation	3.1 hours per pay period
After 8 years of service	120 hours vacation	4.6 hours per pay period
After 15 years of service	160 hours vacation	6.2 hours per pay period
After 25 years of service	200 hours vacation	7.7 hours per pay period

Employees accrue paid vacation leave while in active pay status. Part-time employees shall earn paid vacation leave on a prorated basis.

An employee shall not be entitled to vacation leave until she has completed one (1) year of continuous service with the Employer.

Service time for the purpose of calculating vacation for all eligible employees is determined according to total service with the county, state, or any political subdivision thereof. Prior service credit need not be continuous.

An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by the Employer on or after June 24, 1987, shall not have her prior service with the county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with the MCJAS.

**Section 2.** Vacation leave requests shall be subject to the work load requirements and staffing levels of the Employer. Vacation leave requests shall not be unreasonably be denied.

Vacation leave may be requested in increments of one (1) hour, provided such requests are submitted at least seven (7) calendar days prior to the date requested. The Employer or designee shall respond to the employee's request in a timely manner.

Vacation leave requests consisting of three (3) days or more and/or specific days (i.e., day before/after holidays) shall be submitted to the Administrator no later than April 1 of

each calendar year. Such requests shall be granted on the basis of seniority, subject to the limitations described herein. Thereafter, such request of forty (40) hours or more may be granted on a first come/first served basis, provided the written request is submitted to the Administrator/designee at least fourteen (14) calendar days in advance of the date requested.

The Employer shall have the right to deny any of the above-referenced requests should operational considerations require such action, or in the event the advance notice time periods are not met. Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance notice time periods described in this sections on a non-precedent/non-grievable basis.

**Section 3.** Vacation leave shall normally be taken by an employee between the year in which it was earned and the employee's next anniversary date of employment. Upon written request, an employee may carry over accumulated but unused vacation leave from one (1) year to the next. Such carryover vacation leave shall not exceed three (3) years and shall be limited to a maximum of thirty (30) days. If an employee does not make a written request to carry over any accumulated but unused vacation leave within two (2) weeks of the employee's anniversary date, the employee will automatically receive compensation for the unused vacation leave.

**Section 4.** An employee is entitled to compensation, at her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to her credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to her credit, to the maximums set forth in this article. In the event a holiday falls within a week where an employee is granted vacation, such holiday shall not be counted as vacation leave.

**Section 5.** In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

#### **ARTICLE 34** **SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of four and six tenths (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, to a limit of fifteen (15) days, or one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 2.** Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been

scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 3.** Sick leave may be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family, when the employee's presence is required. Immediate family is defined as an employee's spouse, child, grandchildren, mother, father, sibling, grandparents or stepchildren, foster child, adopted child, stepparents, stepmother, stepfather, stepsister-in-law, stepbrother-in-law, great grandparents, stepsiblings or *loco parentis* who reside with the employee.
  - 1. Sick leave may be granted to care for an employee's children/parents regardless whether these individuals reside with the employee.
- B. Medical, dental, or optical examination or treatment of employee and/or immediate family members, defined in "A," which cannot be scheduled during non-working hours.
- C. A member of the immediate family, defined in "A" above, is afflicted with a contagious disease, and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto.
- E. Death of a member of the employee's immediate family, as described in Section 6 herein.

**Section 4. Evidence Required For Sick Leave Usage.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave immediately upon return to work. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 5.** When an employee is unable to report to work, he shall notify the supervisor or other designated person no less than one (1) hour prior to 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 the supervisor. Employees shall provide the Employer at least a seventy-two (72) hour advance notice of pre-scheduled appointments described in Section 3 (B) herein. The employee shall provide his administrator/designee with a statement describing the type of appointment (i.e., routine checkup or treatment), the location of the appointment, and the scheduled time of the appointment.

**Section 6.** Up to five (5) work days of sick leave may be granted for funeral leave in the event of the death of the employee's immediate family, described as follows: spouse, parents, siblings, step-child, grandparents, grandchildren, mother, father, sister and brother-in-law, and/or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**Section 7.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, to determine the employee's physical or mental capability to perform the duties of the employee's position. An employee who is required to submit a physical/psychological examination shall be afforded the opportunity to select the name of a qualified physician from a list supplied by the Employer, subject to the availability of the qualified physicians. The cost of such examination shall be paid by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and the position description. Additional information may be provided upon the request of the examining physician. If found not qualified, the employee may be placed on sick leave with pay, leave without pay, or a disability separation.

**Section 8.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee. Sick leave is to be used only for the reasons specified in Section 3 herein, and the excessive use of sick leave shall be cause for disciplinary action.

**Section 9.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties and is now able to return to work. Such physician's statement shall be required for absence in excess of two (2) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

**ARTICLE 35**  
**CALL IN PAY**

**Section 1.** An employee who is called in to perform work at a time that does not abut his regularly scheduled work shift shall be paid at least two (2) hours pay or full actual time worked, whichever is greater. For purposes of this article, travel time to and from the employee's home to the work site shall be considered as time worked.

**ARTICLE 36**  
**MEALS AND LUNCH ROOM**

**Section 1.** Maintenance and Cooks who are not utilized in a direct care of youth capacity are permitted one (1) meal break per shift. Multi-County's direct care staff are entitled to one (1) free meal per eight (8) hour shift, subject to Section 4 herein. Coffee is provided for all employees, within reasonable limits, at no cost.

**Section 2.** Maintenance and Cooks are entitled to one (1) forty-five (45) minute meal break each shift.

- A. Employees who provide direct care for youth are not entitled to this meal break.
- B. Direct care staff are permitted to one (1) meal while supervising youth during regularly scheduled meal time.
- C. Employees are entitled to one (1) free meal as prepared by kitchen staff as part of the planned menu for that shift.
- D. Meal breaks cannot be added together or accumulated to be used at the employee's discretion at a later date.
- E. Maintenance and Cooks are entitled to a daily meal break and cannot use their meal break during either the first or last hour of their work shift.
- F. The meal break cannot be used or credited in conjunction with any other form of active or inactive payment unless prior authorization by a supervisor has been given.
- G. Employees permitted to leave the facility for meal breaks must notify their appropriate co-workers and immediate supervisor.
- H. During the use of a meal break, the Multi-County Juvenile Attention System assumes no liability for incidents or accidents occurring off Multi-County Juvenile Attention System property.

**Section 3.** Multi-County direct care staff will receive one (1) meal with their students as part of their youth supervision responsibility.

- A. Direct care staff may choose to eat what is offered to the students of their facility during meal time or provide their own meal.
- B. Direct care staff do not have the option of requesting special meals from the kitchen staff.
- C. Feeding each facility's youth must always be the primary responsibility before staff.

**Section 4.** The Employer agrees to maintain a lunch room in those facilities that currently have such area(s). Employees shall be responsible for cleaning up after themselves upon the completion of their meal period.

#### **ARTICLE 37** **WITNESS DUTY AND JURY DUTY**

**Section 1.** Employees subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at the applicable rate for action(s) that are MCJAS work-related. Second or third shift employees, who are subpoenaed to appear during the day, shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. The employee shall notify the Agency designee immediately upon receiving a subpoena.

Employees subpoenaed to testify for personal or non-work related incidents, and who receive compensation for their testimony from other sources, shall not be eligible for paid leave as provided in this article, but may elect to use available vacation and/or, if applicable, compensatory time. Employees using such accrued leave shall not be required to remit any fees received. Employees shall provide prior notification to their immediate supervisor as soon as they are notified of such subpoena.

**Section 2. Jury Duty.** Leave with pay at the regular rate shall be granted for service upon a jury for time spent during an employee's work shift. When not impaneled for actual service and only on call, the employee shall report to work at this regularly scheduled time after notification that his/her services will not be needed. In cases where an employee is excused from jury duty, he/she shall report to work provided there is at least four (4) hours remaining on his/her shift. Employees shall provide written verification from the court specifying time/dates of attendance.

Any monies received from the court(s) must be forwarded to MCJAS Business Department within seven (7) work days following receipt.

**ARTICLE 38**  
**TRAVEL ALLOWANCE AND MILEAGE**

**Section 1.** If an employee is required to use a privately or personally owned vehicle in the performance of his normal duties, or any other use as a condition of employment, then compensation for said use will be reimbursed at the rate designated by the Board of Trustees. When two (2) or more employees are attending the same conference or state meetings, said employees shall utilize the same vehicle, when practical. In the event a MCJAS vehicle is made available for transportation, mileage reimbursement will not be paid to any employee who chooses to drive his own vehicle.

**Section 2.** Employees using their personal vehicle and/or operating a MCJAS vehicle must carry liability insurance in limits set by the Ohio Revised Code section 4509.51.

**Section 3.** Reimbursement of MCJAS-approved expenses will be made upon proper presentation of receipts, subject to the approval of the Superintendent.

**Section 4.** Meal expenses incurred when out-of-county travel on work-related business is required shall be reimbursed to a maximum of thirty-five dollars (\$35.00) per day, including up to fifteen percent (15%) gratuity. An itemized receipt is required for each individual meal, excluding entertainment and alcohol charges, not to exceed forty dollars and twenty-five cents (\$40.25) per day.

**Section 5.** Every attempt will be made to pre-pay by master billing on conferences that are pre-planned and where attendance is required. If not pre-paid, then employees will be reimbursed upon presentation of receipts.

**Section 6.** With prior approval of the Superintendent, expenses covering the actual cost of lodging not exceeding one hundred dollars (\$100.00) per night, plus tax, will be reimbursed in full when an employee travels out of the county on official job-related business when such travel requires an overnight stay. Payment(s) will be made upon proper presentation of receipts. It is recommended that employees attending required conferences share a room whenever possible and/or practicable. Exceptions to this section may be allowed, as authorized by the Superintendent.

If reservations are made and the employee chooses not to stay at the hotel MCJAS paid for, then no reimbursement will be given to an employee who stays at an alternative accommodation.

**Section 7.** When travel is required, charges incurred for parking and any highway tolls are reimbursable at the actual amount, upon proper presentation of receipts. No expense reimbursements are paid for travel between an employee's home and his assigned agency.

**Section 8.** No reimbursement will be made for charges related to videos, video games, valet parking, dry cleaning, laundry, and/or meal costs which duplicate meals provided in the cost of a conference.

## **ARTICLE 39** **OPERS**

The Employer shall contribute four and one-quarter percent (4.25%) of the employee's contribution to OPERS for those bargaining unit employees who were hired prior to November 24, 2003. Said employees shall be responsible for the remaining percentage of their contribution. Bargaining unit employees hired on/after November 24, 2003, shall continue to pay the mandated share of their gross wages, as determined by OPERS.

The Employer agrees to continue to contribute the Employer's mandated contribution of an employee's gross pay as determined by OPERS.

## **ARTICLE 40** **HEALTH INSURANCE**

**Section 1.** The Employer shall provide a hospitalization, dental, and prescription plan for those eligible employees who enroll in such plan. Said plan shall consist of benefit level(s) that are the same as those offered to non-bargaining unit employees of the Multi County Juvenile Attention Center (MCJAS). The cost of said plan(s) shall be shared by the Employer and the bargaining unit employees. Bargaining unit employees, through payroll deductions, shall contribute the same amount towards the monthly premium cost as the non-bargaining unit employees or seven percent (7%), whichever is lower.

## **ARTICLE 41** **WAGES**

**Section 1.** On the first full pay period following the execution of this agreement, bargaining unit employees shall receive a three percent (3%) increase added to their hourly rate of pay. This increase is retroactive to the effective date of the agreement.

**Section 2.** Effective the first full pay period following the first anniversary of this agreement, bargaining unit employees shall receive a three percent (3%) increase added to their hourly rate of pay.

**Section 3.** Effective the first full pay period following the second anniversary of this agreement, bargaining unit employees shall receive a three percent (3%) increase added to their hourly rate of pay.

**ARTICLE 42**  
**BARGAINING UNIT APPLICATION**  
**OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code, Chapter 124, ORC 325.19, 9.44, 4111.03, pertaining to wages, hours, terms, and other conditions of employment, where such matter has generally been addressed by this agreement, shall apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

**Section 2.** Notwithstanding Section 1 above, the parties agree that Section 124.57 ORC shall continue to apply to bargaining unit employees.

**ARTICLE 43**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of County Commissioners, the Sheriff, or the federal or state legislature, such as acts of God, the following conditions of this agreement may automatically be suspended:

- A. time limits for management or the Union's replies on grievances; and
2. all work rules, agreements, and/or practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**Section 3.** "Emergency" shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

**ARTICLE 44**  
**SEVERABILITY**

Should any part of this agreement or any provision contained herein be declared invalid

by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

#### **ARTICLE 45** **DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective as of March 19, 2009, and shall remain in full force and effect until March 18, 2012.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent to the other party, with a copy to the State Employment Relations Board (SERB), no earlier than ninety (90) calendar days nor later than forty-five (45) 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 within two (2) calendar weeks upon receiving notice of intent.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby cancelled.

**SIGNATURE PAGE**

This agreement is hereby executed this 19<sup>th</sup> <sup>(M/S)</sup> day of March, 2009.

**For the Multi-County  
Juvenile Attention System**

Sue Kunkle  
Sue Kunkle, President  
Board of Trustees

Kerry Metzger 3/19/2009  
Kerry Metzger, President, Multi-County  
Board of Commissioners

David V. Vanderwall  
David V. Vanderwall, Superintendent  
Multi County JAS

Mellisa D. Clark  
Mellisa D. Clark, Director of  
Administrative Support

Donna J. Ogrisseg  
Donna J. Ogrisseg, Personnel Director

Ronald E. Sigman  
Ronald E. Sigman, Director of  
Detention/Treatment

Michael L. Seyer  
Michael L. Seyer, Chief Negotiator  
Clemans, Nelson & Associates, Inc.

**Approved as to Form:**

Michael P. Zirpolo  
Michael P. Zirpolo  
Attorney at Law

**For AFSCME, Ohio Council 8,  
Local 3987**

Louis J. Maholic  
Louis J. Maholic  
AFSCME, Ohio Council 8

Robert Jackson  
Robert Jackson, President  
AFSCME Local 3987

Anthony Milsap  
Anthony Milsap  
Recorder AFSCME Local 3987

Nancy Tomsha  
Nancy Tomsha  
AFSCME Local 3987

Christine Snyder-Kerper  
Christine Snyder-Kerper  
AFSCME Local 3987

Mary Triplett  
Mary Triplett  
AFSCME Local 3987

**MEMORANDUM OF UNDERSTANDING**

The parties agree the issue of medication distribution shall be a proper topic of discussion in labor/management meetings.