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COLLECTIVE BARGAINING AGREEMENT

Between

The Hancock County Board of DD

And

Teamsters Local Union No. 20

For

June 10, 2012 through June 9, 2015

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PREAMBLE

Section 1. This Agreement, entered into by the Hancock County Board of DD, hereinafter referred to as the "Employer" and the Teamsters Local Union No. 20, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit pursuant to Ohio Revised Code Chapter 4117 and as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 96-REP-09-0177, including: all regular full-time and regular part-time Direct Support Professionals, Cooks and Kitchen Help, but excluding all Nursing, Housekeeping, Maintenance, Office Clerical, professional, supervisory, confidential employees and guards as defined in the Act.

Section 2. The Employer agrees that it will neither negotiate with, nor make bargaining agreements for, any of the employees in the bargaining unit described above, unless it is through a duly authorized representative of the Union.

Section 3. Wherever used in this Agreement, the term "employee" shall be deemed to include only those individuals employed by the Employer in those positions and classifications included in the above described bargaining unit. "Full-time employee" is an employee whose position carries normally scheduled hours of work totaling not less than seventy (70) hours in a fourteen (14) calendar day pay period on a year-round basis, exclusive of additional hours the employee signs up to work. "Part-time employee" is an employee whose position carries normally scheduled hours of work totaling a minimum average of forty (40) hours but less than seventy (70) hours in a fourteen (14) calendar day pay period on a year-round basis, exclusive of additional hours the employee signs up to work. The term "employee" shall mean both full-time and part-time employee unless otherwise expressly stated in this Agreement.

Section 4. Wherever used in this Agreement, the term "Employer" shall be the Hancock County Board of DD of the Superintendent or his/her designee.

ARTICLE 2
NONDISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age (40 or older), sex, race, color, creed, ancestry, religious affiliation, national origin, political affiliation, qualified disability or veteran status. Nothing within this agreement will be construed to prevent the Employer from complying with applicable federal, state or local laws or regulations governing handicap or disability. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

Section 2. All references to employees in this Agreement designate both sexes, and whenever 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 the employees to become members or to decline to become members of the Union. The Employer, the Union and their representatives shall not discriminate, interfere, restrain, or coerce any employee for any unlawful reason.

Section 4. The Union and its members agree not to interfere with the rights of the employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union, its representatives or its members against any non-union member exercising the right to decline membership in the Union or to decline participation in Union activities.

Section 5. Sexual Harassment

A. Definition

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature involving bargaining unit employees, non-bargaining unit personnel, and/or clients will not be tolerated. Submission to such conduct shall not be a term or condition of employment. Submission to or rejection of such conduct shall not be the basis for any employment decision.

B. Any claim of sexual harassment shall be reported in accordance with the grievance procedure set forth in this Agreement, except that the grievance procedure will be considered commenced at the step which corresponds with the person to whom the grievance is first reported. The grievance may be first reported to the Residential Director of the Superintendent. In the event that the Superintendent is the alleged offending party, the grievance procedure will bypass the Superintendent and progress to the Board before arbitration.

C. Any person employed by the Employer who violates Section 1 of this Article may be subject to discipline or discharge.

Section 6. Alleged violations of this Article that qualify for processing under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission shall be appealable through the Grievance Procedure contained in this Agreement, but such grievances shall not be subject to final and binding arbitration without the voluntary consent of the employee who, as a condition of agreeing to arbitration, shall waive any right to proceed in any forum other than arbitration.

ARTICLE 3
NO STRIKE – NO LOCKOUT

In consideration of the Employer's commitment set forth in Section 3 of this Article,

Section 1. The Union agrees that neither it, its officers, agents, representatives, stewards, committeemen, members or bargaining unit employees shall authorize, instigate, aid, condone or engage in any strike, sympathy strike, work stoppage, work slowdown, or abstinence in whole or part from the full, faithful and proper performance of the duties of employment by its members, bargaining unit employees, whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (1) involves a matter subject to resolution by the grievance and arbitration provisions of this Agreement; or (2) involves a matter specifically referred to or covered in this Agreement; or (3) involves a matter which has been discussed between the Employer and the Union; or (4) involves a matter which was within the knowledge or the contemplation of the Employer and the Union at the time this Agreement was negotiated or executed, except as authorized by Chapter 4117 of the Ohio Revised Code.

Section 2. In accordance with the Ohio Revised Code Chapter 4117, the Employer may take action against bargaining unit employees and/or the Union, its officers, agents, representatives, or members who violate this Article. The Union shall not be liable for any unauthorized acts of its members.

Section 3 In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out bargaining unit employees.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The Union recognizes the right and authority of the Employer to administer the business of the Hancock County Board of DD, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the Board, to promulgate rules and regulations and policies and procedures and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following, except as modified by the express terms of this Agreement.

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause;
- B. To manage and determine the location, types and number of physical facilities, equipment, programs and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and policies and procedures and to otherwise exercise the prerogatives of management;
- D. To determine the Board's goals, objectives, programs and services, and to utilize personnel in the manner deigned to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the Board's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications) and job descriptions, and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked.
- F. To relieve employees from duty due to lack of work, lack of funds or for other legitimate reasons, including improving the economy or efficiency of the Board or Residential Services;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the Board's overall budget and uses thereof;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- L. To determine and implement necessary actions in emergency situations; and
- M. To determine the necessity to require mandatory overtime for service emergencies.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed

to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

Section 3. When it is reasonably foreseeable that changes made as a function of management rights will substantially affect wages, hours, terms, and conditions of employment, the Employer will give written notice to the Union within a reasonable period of time in advance of such changes, normally not less than 30 days notice. Should the Union desire to meet with the Employer to negotiate concerning the effects of these changes, the Union shall make a written request for bargaining within fourteen (14) calendar days and a meeting shall be scheduled promptly.

ARTICLE 5 DISCHARGE AND DISCIPLINE

Section 1. The Employer may conduct an investigation of any alleged violation committed by an employee of the Employer's rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

Section 2. No employee who has successfully completed his/her probationary period shall be reduced in pay, suspended, discharged, removed or otherwise disciplined, except for just cause. Probationary employees may be disciplined or discharged in the sole discretion of the Employer.

Section 3. Recognizing the obligation of, and the trust placed in, the Employer in the discharging of its duty to its enrollees and to the taxpayers of Hancock County, an employee's off-duty conduct, which impairs the employee's ability to effectively and efficiently perform his assigned job duties, or which interferes with or diminishes the overall performance, effectiveness, efficiency or image of the Board and/or the Employer may result in discipline or discharge.

Section 4. The Employer shall maintain a list of disciplinary charges and penalties to be used to govern the conduct of employees, in accordance with the Agency Progressive Discipline/Corrective Action Policy. Further, the parties agree certain disciplinary offenses allow for skipping one or more disciplinary steps. Additionally, the employer will implement the attendance point procedure to govern attendance. The Union reserves the right to grieve the reasonable application of said rules/policies at the time of application pursuant to Section 2 of this Article.

In taking disciplinary action against any employee, the Employer will not consider or rely upon written reprimands eighteen (18) months from date of the reprimand providing there are not intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the written reprimand. Suspensions of three (3) days or less shall have no force or effect for disciplinary purposes after thirty six (36) months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave

rise to the suspension. Suspension of more than three (3) days shall have no force or effect for disciplinary purposes after forty-eight (48) months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the suspension.

Section 5. Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled, except as specified in Section 7 of this Article, to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notice shall also advise the employee of his rights to have present at the conference his steward and/or Union representative. The pre-disciplinary conference must take place within five (5) workdays from when notice is given, and the time, date and place will be by mutual agreement. In addition, the Employer will provide the Union and the employee a statement as to the general nature of the alleged violation.

Section 6. An employee may be relieved from duty prior to a hearing if charged with theft; being under the influence of, or use of, alcohol or a controlled substance(s) during working hours; the selling or offering for sale of controlled substances, including abuse or misuse of an enrollee's prescription drugs; physical violence; abuse of an enrollee; offenses involving immoral conduct or gross insubordination on the job; or behavior which presents an immediate danger to enrollees or other employees; or for other just and reasonable cause. Where an employee is suspended without pay under this provision, a pre-disciplinary conference shall be held with the employee prior to the end of the next scheduled work day (excluding weekends and holidays) unless otherwise scheduled or agreed to by the parties. When such a disciplinary conference is held, the employee will be allowed to have a representative of the Union present.

Section 7. Disciplinary action taken by the Employer against an employee, resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay, shall only be appeal able in accordance with the Grievance Procedure contained herein, and such Grievance Procedure shall be the sole and exclusive remedy available to the employee and shall supersede, replace, and eliminate any appeal to the State Personnel Board of Review.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee, Union or the Employer 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 this articles of the Agreement not those matters not covered by this Agreement. For the purpose of this Article, "days" or "working days" shall mean Monday through Friday, unless otherwise specified.

Section 2. It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances with a minimum amount of interruption of the work schedule. Every responsible effort will be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

SUPERVISOR/RESIDENTIAL DIRECTOR

- STEP 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor/Residential Director for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.
- STEP 2. The employee and/or Steward shall reduce the grievance to writing, sign it, and with his Steward, if he so desires, present the grievance to the Residential Director within five (5) days of the occurrence giving rise to the grievance. The Residential Director shall attempt to resolve the grievance and shall respond in writing to the grievant not later than seven (7) working days following the meeting.

SUPERINTENDENT

- STEP 3. Within five (5) working days after receipt of the Residential Director's response, if the grievance remains unresolved, the grievant shall present the grievance in writing to the Superintendent. The Superintendent shall arrange for a hearing within five (5) days after receipt. At the grievance hearing, the employee, steward and Union representative shall meet with the supervisor, Residential Director, Superintendent of his/her designee, (and Board attorney at the option of the Board), to hear the facts, evidence and witnesses to the matter. The Superintendent shall respond in writing within five (5) days after conclusion of the hearing.

ARBITRATION

- STEP 4. If the decision of the Superintendent – or when reviewed by the County Board, the decision of the county Board – is not satisfactory, then the Union shall notify the Employer in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. An arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and conciliation Service to provide a panel of seven (7) arbitrators. Within ten (10) working days after receipt of such panel, the parties shall meet to select the arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and

Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

Section 3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. In the event that a court reporter is used, the briefs of the parties shall not be due to the arbitrator prior to thirty (30) days after the transcript of the arbitration hearing is received by the parties' representatives. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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. Decisions of the arbitrator shall be final and binding. All costs involved in obtaining the list of arbitrators shall be shared equally by the parties. The expense of any witness shall be borne, if any, by the party calling the witness. Each party will pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's records, or request a copy of any transcript.

Section 4. Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of the Grievance Procedure or to appeal it within the time limits set forth in Steps 3 and 4 of the Grievance Procedure shall result in dismissal of the grievance.

Section 5. Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step without regard to the time limits set forth in Steps 2, 3 and 4 of the Grievance Procedure.

Section 6. The Employer shall provide the Union with a list of Employer's designated representatives for each step of the Grievance Procedure.

Section 7. All grievances advancing to Step 2 shall be filed using the form attached hereto as Appendix A and must contain all information as required by said form.

Section 8. A grievance may be brought by the Union, the Employer, or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 9. For the purposes of this Article, working days shall be defined as those days upon which the aggrieved employee is scheduled to perform services per the predetermined Position Control Number schedule for the Employer. In the event the employee is not scheduled to perform services for the employer for more than five (5) working days following the incident, the grievance shall be filed not later than ten (10) business days after the incident regardless of the employee's work schedule. At any time the Superintendent, Residential Director, or the Board is required to respond, working days shall mean Monday through Friday.

Section 10. All matters arising under this Agreement that would otherwise be appealable under ORC Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

Section 11 Time limits at any step of the grievance procedure may be extended by mutual consent of the parties.

Section 12 If at all possible, verified payroll errors of twenty-five dollars (\$25.00) or more will be paid within 3 business days, if requested by the employee/employer contingent upon approval from the Blanchard Valley Industries Board. If the employee is overpaid, the employee will also have three (3) business days to provide reimbursement to the center.

ARTICLE 7 UNION SECURITY

Section 1. Check-off of Union dues, Fees and Assessments

The Employer will deduct dues, fees and assessments owed to the Union, from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The signed payroll deduction authorization form must be presented to the Employer by the Union. Upon receipt of the proper legal authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the par period in which the authorization was received by the Employer. In accordance with this Article, the employer will deduct any unpaid Union dues, initiation fees, and assessments from the paychecks of employees who have submitted proper legal authorization, except newly hired probationary employees working during their probationary period. Such deductions

shall be made each month for which current dues and any initiation fees or assessments are due the Union. The Employer further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, or assessments so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues, fees or assessments. The Union shall indemnify and save the Employer harmless against any liability, claims, actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Article. In the event the Employer is held responsible for the repayment of moneys paid to Local 20 pursuant to this Article, Local 20, to the extent those moneys were actually received, shall reimburse same to the Employer and/or the designated employees involved.

Section 2. Agency Shop/Fair Share Fee

All employees in the bargaining unit who, upon completion of their probationary period, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. The fair share amount shall be certified to the Employer by the Secretary-Treasurer of the Union. The deduction of the fair share fee is automatic and does not require written authorization of the employee. Payment of the fair share fee to the Union is made in conjunction with the regular dues deduction as provided in this article. This fair share fee agreement between the Employer and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union who are in the bargaining unit. The provisions of Section 4117-09 (C), paragraph 3 of the Ohio Revised Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to establish a rebate procedure for fair share fees deducted from non-members of the Union in accordance with ORC 4117-09 and any relevant court or administrative decision. The Union shall indemnify and save the Employer harmless against any liability, claims, actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this article.

Section 3. 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 included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

Section 4. The Employer shall not be obligated to deduct dues, initiation fees, assessments or fair share fees from the wages of any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required

deductions in addition to the deduction of union dues, initiation fees, assessments or fair share fees.

Section 5. The rate at which dues and fair share fees are to be deducted shall be certified to the County Auditor by the Secretary-Treasurer of the Union. Thereafter, the Secretary-Treasurer of the Union must give one (1) month advance notice to the Auditor prior to making any changes in an employee's dues or fair share fee deduction.

Section 6. Except as otherwise provided herein, each eligible employee's written and voluntary signed authorization for dues deductions shall be honored by the Employer for the duration of this Agreement, subject to any rights an employee may have under law to revoke the authorization. Any dispute as to whether an employee properly executed or properly revoked a check-off authorization shall be handled through the Grievance Procedure. Until the matter is resolved by the Employer and the Union or by arbitration, no further deductions will be made.

ARTICLE 8 BULLETIN BOARDS

Section 1. The parties agree that the Employer shall designate the location of a Union bulletin board to be maintained at the Employer and that such bulletin board shall be provided by the Employer.

Section 2 All Union materials of any kind posted on the Union bulletin board shall bear the signature of a local Union officer. Union notices and materials relating to the following matters may be posted without the necessity of obtaining the Superintendent's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union;
- G. Nonpolitical publications, rulings or policies of the Union.

Section 3 All other notices and materials of any kind not specified in paragraph A through G of Section 2 above must be given prior approval by the Superintendent before the posting thereof.

Section 4. No materials may be posted at any time on a Union bulletin board which contains any of the following:

- A. Personal attacks upon any other member of the Union or upon any other employee;

- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the Employer;
- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

Section 5. No Union related materials of any kind may be posted anywhere in or upon the Employer's facilities and premises or upon the Employer's equipment, apparatus or property of any kind except on a bulletin board designed for the Union's use.

Section 6. The Superintendent without interference from the Union shall cause the immediate removal of any materials posted on a Union bulletin board or elsewhere in violation of this Article.

Section 7. One (1) copy of permitted materials posted shall be submitted to the Superintendent; however, in the absence of unavailability of the Superintendent, such copy may be delivered to the Superintendent's designee or representative who shall date and initial such copy upon receipt thereof.

ARTICLE 9

UNION BUSINESS AND STEWARDS

Section 1. The Employer recognizes the right of the Union to designate three (3) Union Stewards for the bargaining unit.

Section 2. The Union shall provide to the Employer an Official Roster of the Stewards, which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Employer telephone number
- D. The steward's designated area of representation

Section 3. No employee shall be permitted to function as a Steward until the Union has presented the Employer with written certification of that persons' election or appointment, and the Union shall notify the Employer, in writing, of any changes of Steward.

Section 4. The duties and activities of the Union Stewards shall be as follows:

- A. The Stewards shall confine their Union activities during working hours to the investigation and presentation of grievances, and only upon release from his/her assigned activity by his/her immediate supervisor.
- B. The Stewards shall not conduct Union activities in any work area without notifying the supervisor in charge of that area prior to the beginning of Union activities.
- C. In the event a Steward attends a grievance hearing in accordance with the Grievance Procedure contained elsewhere herein, the Steward shall ensure no loss

in regular pay or benefits if the Employer has authorized such grievance hearing to be held.

- D. The Steward shall make reasonable effort to conduct Union activities during non-work time to avoid disruption of normal work assignments. However, the Steward may be permitted with prior approval of the Residential Director and/or Supervisor to conduct authorized Union activities during working hours without loss of pay when such activities cannot be conducted during non-work time.
- E. The Steward shall cease unauthorized Union activities immediately upon the reasonable order of his/her immediate supervisor or upon the reasonable order of the immediate supervisor in charge of the work area in which the Steward is conducting Union activities.
- F. One (1) steward will cooperative with a management employee in a fifteen (15) minute informational session during orientation for newly hired employees.

Section 5. Upon advance notification to the Employer, authorized representatives of the Union shall have access to the Employer's premises to contact the Stewards or members and attend meetings as provided herein. Such contact shall not interfere or disrupt normal work activities.

Section 6. Any Steward elected or appointed as an official of the Union or delegate to any regular or special meetings, conventions and seminars necessitating a leave of absence, shall be granted a leave of absence without pay, which shall not constitute a break in service, and will return with the same seniority as though he had been continuously employed, but for no more than five (5) work days per year or fifteen (15) work days over the life of this Agreement. The Union will provide two (2) week's advance notice to the Employer when requesting such leave.

Section 7. The Stewards shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 8. The Employer recognizes the limitations upon the authority of the Stewards as set forth in this Article, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. A Steward who abuses his position shall be subject to disciplinary action, including dismissal.

Section 9. The Steward shall not use Employer vehicles in connection with Union activities without prior approval of the Department Head.

ARTICLE 10 LABOR MANAGEMENT MEETINGS

Section 1. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day, Monday through Friday, and time between 8:30 a.m. and 4:30 p.m., the Employer

and/or his/her designee shall meet with not more than three (3) Union stewards to discuss matters of mutual concern.

Section 2. An agenda will be furnished by the Union at least five (5) calendar days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Union stewards who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11 PROBATIONARY PERIOD

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for a new employee shall begin on the first day for which the employee received compensation from the Employer and shall continue for a period of ninety (90) calendar days. A newly hired probationary employee may be discharged or laid off at any time during his probationary period and the Employer's decision to discharge or layoff a probationary employee shall not be subject to the Grievance Procedure contained herein or be otherwise appealable. The probationary period can be extended, by mutual agreement between the Employer, the employee and the Union, for up to an additional ninety (90) calendar days. The Employer will discuss this extension to the probationary period with the Union at any time up to the (85th) day of the initial probationary period.

Section 2. An employee who is newly appointed to a position within the bargaining unit will not be required to complete a new probationary period. A newly appointed employee shall have fourteen (14) days to elect to remain in the new position or return to the previously held position.

Section 3. A newly hired probationary employee will be eligible for insurance coverage under Article 35 of the Agreement after completing ninety (90) calendar days of employment.

Section 4. Newly hired employees continued in the service of the Employer after the successful completion of their probationary period shall thereafter be entitled to all fringe

benefits provided in this Agreement, and their continuous service shall be computed beginning with the first day for which they received compensation from the Employer.

ARTICLE 12
SENIORITY

Section 1. Seniority is defined as an employee's uninterrupted length of continuous service with the Employer since the most recent date of the employee's employment by the Employer as a bargaining unit member, except as otherwise herein provided.

Section 2. If an employee's continuous service is broken, the employee shall lose all previous accumulated seniority unless he is reinstated within six (6) months of his/her last date of actual work, or receives an extension as provided elsewhere herein.

Section 3. Seniority and employment shall be terminated and continuous service broken upon the happening of any of the following events:

- A. An employee quits or resigns;
- B. An employee retires;
- C. An employee is discharged for just cause;
- D. An employee fails to return to work within three (3) work days after receipt of a notice of recall;
- E. An employee is absent for three (3) consecutive work days without giving the Employer notice of such absence and fails to give the Employer satisfactory reasons for his absence or his failure to give the Employer notice of his absence;
- F. An employee fails to follow the proper procedure for obtaining a leave of absence or fails to return to active service immediately following the expiration of an approved leave; or obtains a leave of absence by falsification of the facts thereof;
- G. An employee is self-employed or accepts employment with another employer during the period of an approved leave of absence;
- H. An employee is laid off for a period of twelve (12) consecutive months from the date of layoff;
- I. An employee has falsified pertinent information on his application for employment;
- J. An employee is rendered permanently incapable of performing his assigned job duties due to illness, injury, disability or handicap. Such permanent incapacitation shall be determined in accordance with the requirements for disability under the provisions of the Public Employees Retirement System of Ohio, but if PERS is not applicable under the circumstances, then applicable law shall be used.

Section 4. The Employer shall post a seniority list combining full-time and part-time employees, once every twelve (12) months, on the Union Bulletin Board, reflecting the length of each employee's continuous service.

Section 5. In the event that two (2) or more employees start work with the Employer on the same day, the older (age) employee shall be deemed the most senior employee.

ARTICLE 13
LAYOFF AND RECALL

Section 1. This article is intended to supersede all provisions of the Ohio Revised Code governing layoff, recall, and bumping. The Employer shall determine when and in which positions layoffs will occur. As used in this Article, "classification" means TPW or Cook or Kitchen Help; "position" carried either full-time or part-time status in a classification, the shift scheduled, and the building in which the employee will normally be scheduled to work. For example, full-time TPW on third shift in Angus building with the scheduled hours of _____ is separate position from full-time TPW on third shift in Angus building with different scheduled hours.

Section 2. Within each classification affected, employees will be laid off in accordance with their seniority, and, as determined by the Employer, their relative skill and ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to perform the work available without further training, the employee, or employees, with the least seniority will be laid off first. In order to avoid being laid off, an employee with greater seniority who is qualified to perform the position of a less senior employee without further training may bump the less senior employee. The need for a brief orientation shall not be deemed to be "further training" for the purposes of this Article.

Section 3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled to open position(s) in accordance with their seniority and, as determined by the Employer, their relative skill and ability to perform the work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to perform the work available without further training, the employee, or employees, with the most seniority will be recalled first.

Section 4. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices. It is the employee's responsibility to provide the Employer with his/her current address and telephone number.

Section 5. A recalled employee shall have five (5) calendar days following his receipt of the recall notice to return to work, unless a different date for returning to work is specified in the notice.

Section 6. The Employer's determination concerning an employee's relative skill and ability to perform the work available without further training made in accordance with Sections 2 and 3 of this Article, and only that determination, shall be subject to the Grievance Procedure contained elsewhere in this Agreement.

ARTICLE 14
VACANCIES AND BIDDING

Section 1. The parties agree that all appointments to positions within the bargaining unit covered by the Agreement, other than original appointments, shall be filed in accordance with this Article. As used in this Article, "classification" means TPW or Cook or Kitchen Help; "position" carries either full-time or part-time status in a classification, the shift scheduled, and the building in which the employee will normally be scheduled to work. For example, full-time TPW on third shift in Angus building with the scheduled hours of _____, is a separate position from full-time TPW on third shift with different scheduled hours. A "vacant position" is an unfilled position. Whether to fill the vacant position shall remain the sole and exclusive right of the Employer. "Vacancy" means a position which is not filled and which the Employer has determined to fill on a permanent basis.

Section 2. Whenever the Employer determines that a vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy shall be posted for bid on the Union bulletin board for seven (7) consecutive calendar days. During the posting period, any bargaining unit employee desiring the position shall sign the posting and complete and submit the Board approved Application for Transfer or Promotion form to the Director of Human Resources. External applications will be accepted during the seven (7) day posting period with the understanding that bargaining unit members' application will be considered first. The Employer shall not be obligated to consider any application submitted after the posting period has expired.

Section 3. Except as otherwise provided in Section 2 of this Article, the Employer shall give first consideration to those timely filed bids of employees already within the bargaining unit. However, if the Employer determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position or no one in the bargaining unit bids on the job, the Employer shall then be free to either fill the vacancy from applicants outside the bargaining unit or use a temporary service to temporarily fill the vacancy until such time as qualified applicants are found. The Employer's determination as to bargaining unit employee's qualifications to fill a vacancy shall be subject to the grievance/arbitration procedure contained in this Agreement and such determination shall not be otherwise appealable.

Section 4. The position shall be awarded to the individual who the Employer determines best possesses the ability to perform the work required. However, if two (2) or more bargaining unit employees are considered by the Employer to be relatively equal in their ability to perform the work required, seniority shall then govern in awarding the position.

Section 5. An employee will be allowed one (1) additional bid during the twelve month period following the actual start date of a successful bid on a bargaining unit position. The Employer shall post the results of the bidding process once the bid has been filled.

In the event an employee has already exhausted his/her one additional opportunity to bid during the 12-month period and a position becomes available that no employee chose to bid on, then an existing employee shall have an additional opportunity to bid before hiring a new employee to fill the vacant position. However, if a probationary employee bids on the open position and management approves, the position can be awarded to the probationary employee.

Section 6. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination as to whether or not the position is to be filled on a permanent basis. The Employer shall not temporarily fill a vacant position for a period exceeding sixty (60) consecutive calendar days, and the Employer shall, not later than the expiration of such period, inform the Union, in writing, of its decision as to whether the vacancy is to be filled on a permanent basis. However, the Employer may temporarily fill a vacant position for a period equal to the period of time a temporarily replaced bargaining unit employee is on leave and a reasonable period of time for training prior to the employee's leave and a reasonable period of time for transition after the employee has returned from leave. Should the Employer permit a bargaining unit employee, rather than a person outside the unit, to temporarily fill the position, the bargaining unit employee shall have a right to return to his/her previous position when the period of the temporary positions ends.

ARTICLE 15

ASSIGNMENT OF OTHER EMPLOYEES TO BARGAINING UNIT WORK

The Employer shall not assign other employees of the Board not covered by this Agreement or temporary employees to perform bargaining unit work if the assignment causes the layoff of bargaining unit employees.

ARTICLE 16

PERFORMANCE OF WORK BY SUPERVISOR

Supervisors shall be permitted to perform bargaining unit work as they have in the past.

ARTICLE 17

TEMPORARY ASSIGNMENTS

Temporary assignments of bargaining unit employees will be made by seniority from those employees who are qualified and available to perform the work.

ARTICLE 18

SAFETY AND HEALTH

Section 1. The Employer and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

Section 2. The Union and employees agree that careful observance of safe working practices and employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules without discrimination. Violation of Employer safety rules shall subject the offending employees to disciplinary action up to and including discharge.

Section 3. It shall be the responsibility of all employees to immediately report all unsafe conditions to the Employer.

ARTICLE 19 UNIFORMS AND EQUIPMENT

Any uniforms or equipment required by the Employer shall be furnished and maintained by the Employer. The Hancock County Board of DD reserves the right to prescribe appropriate dress and grooming, and to set standards which are in the best interests of the department and the position.

ARTICLE 20 TRAINING

Section 1. The Employer will make reasonable efforts to provide employees with on-the-job training to prepare employees to perform work in positions within the bargaining unit to which they are assigned.

Section 2. At the discretion of management, each month, training sessions will be conducted, but will not exceed a total of three (3) hours. All employees are required to complete the computerized trainings in the designated timeline, or attend the mandatory meetings. Employees shall be paid for all time attending mandatory meetings. For mandatory meetings, all employees must attend or apply for the appropriate leave within required timelines. If an employee is excused from the meeting, he/she will schedule a meeting with his/her supervisor to review the in-service videotape/material or any material from house meetings within fourteen (14) days from which the session was held. All employees from 3rd shift are required to complete the computerized trainings in the timelines set. Third shift employees will be taken off of the floor at 6:00 a.m. and are to report to the conference room to receive any training from the late morning/afternoon scheduled meetings. On the day management schedules third shift off the floor at 6:00 a.m., five (5) first shift employee's scheduled will temporarily changed based on Seniority (most senior staff will be requested first down to the least senior, if five (5) staff do not volunteer, the five (5) least senior staff will be mandated to alter their schedule) for this day. The five (5) first shift employee's schedule would change accordingly: full-time staff report to work at 6:00 a.m. and leave at 2:30 p.m., part-time staff work from 6:00 a.m. - 9:30 a.m.

Section 3. If mandatory training falls on an employee's day off the employee has the right to view the video, if available, or attend the 3rd shift training on the same topic. It is the employee's responsibility to get the knowledge missed from the house meeting.

Section 4. Delegated nursing training is mandatory for all bargaining unit members. Employees must complete such training as soon as practicable following execution of this Agreement. Once this training is completed, the delegated nursing function is a job requirement for employees in positions within this bargaining unit.

ARTICLE 21 EDUCATIONAL REIMBURSEMENT

Section 1. In accordance with the terms of this Article, the Employer, in its sole discretion and judgement, may approve the reimbursement of an employee's workshop expenses.

Section 2. Reimbursement of part or all of workshop fees is conditioned upon all the following:

1. Written advance approval must be obtained before reimbursement is approved.
2. Approval for reimbursement will lie on a first come-first approved basis and subject to the Board's limitation on the amount budgeted for such reimbursement for any calendar year.
3. The employee shall submit a certificate of satisfactory completion of the workshop. The certificate shall be presented to the Superintendent for approval of payment.
4. No reimbursement will be given if the employee receives reimbursement including, but not limited to scholarships, fellowships, grants or other moneys for tuition, books, or expenses from some other source, such as federal or state grants, scholarships or other types of reimbursement not specifically listed.

Section 3. Hours spent by an employee obtaining such non-mandatory education or training shall not be counted as hours worked for the purpose of computing entitlement to overtime or for any other purpose.

ARTICLE 22 HOURS OF WORK, WORK WEEK, AND OVERTIME

Section 1. Nothing contained in this Agreement shall be construed as preventing the Employer from restructuring the normal work day or work week from establishing the work schedules of employees; or establishing part-time or full-time positions. This Article shall not be construed as a guarantee of hours of work per day or week. Part-time employees are welcome to apply for full-time positions; however, no part-time employee shall be deemed a full-time employee by default (such as because of voluntary sign-up for unfilled time slots or because the employee has applied for and been granted an opportunity to fill a temporary vacancy).

Section 2. The regular work schedule and lunch schedule (a one-half hour paid lunch) shall be determined by the Department Head. The work week shall be computed between 12:01 AM on Sunday of each calendar week and 12:00 midnight the following Saturday. The Employer will continue to consult with employees over any changes in the work schedules in effect at the time of the signing of this Agreement. Employees will continue to cooperate with the Employer in this effort.

Section 3. Time and one-half the employee's usual hourly rate will be paid for all hours an employee is paid for worked holidays, vacation, bereavement, court, but excluding sick leave in excess of forty (40) hours in any one (1) week, but there shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime. An employee will not earn overtime credit for any holiday not worked.

Section 4. Unfilled time slots: The parties recognize that flexibility and cooperation continue to be necessary in filling unfilled time slots in order to meet the needs of clients. Therefore, employees and the Employer shall continue to cooperate in filling unfilled time slots guided by the principles and procedures set forth below:

A. Principles to be Applied with Part B Procedures:

1. Unfilled time slots shall be offered on a first come-first approved basis first to bargaining unit employees who are qualified to perform the available work within the classification and then to substitutes, provided no one volunteers to work more than forty (40) hours worked in any work week;
2. No employee is entitled to work more than forty (40) hours in any work week;
3. After the seven-day posting period noted in the procedure below has expired, the employer, in its discretion, may decide not to fill unfilled time slots or may assign any or all of them to persons hired from a temporary service or to bargaining unit employee(s).
4. In case of emergency, the Employer may direct the employee(s) on duty to work beyond the hours of their normal shift. Seniority shall be honored in the event more employees are available than needed to staff the shift. When addressing staff shortages per building an inverse seniority process shall be utilized as best as possible when directing an employee to work beyond their normal shift.

"Emergency" occurs in circumstances similar to the following:

1. Behavior situation not resolved by the end of a shift,
2. Minimum staffing for client safety is jeopardized,
3. Supervisor on call is notified of staffing shortages. Supervisor will mandate an employee to cover the needed hours/shift. If a Supervisor is not on grounds at the end of a shift, and a member of the next scheduled

shift has not reported (resulting in a staffing shortage), the least senior staff person working in the home where this occurs must stay in the home and notify the AOC immediately. This person will be mandated to work until appropriate coverage is established.

4. Hierarchy of Mandating- From a mandating list: as the least senior employees are mandated, their names will be crossed off the list until everyone has been mandated.

B. Procedure:

During the Seven-Day Posting Period:

1. The Employer will post for seven days a two week schedule at least ten (10) days in advance of the commencement of the schedule. An additional sheet will be attached to the schedule which will provide a list of all vacancies or spots for employees to sign their name. During the first four (4) days of posting, bargaining unit employees may volunteer to work unfilled slots up to a total of forty (40) hours of combined scheduled and volunteered time for each work week; then the last three (3) days substitutes may volunteer to work unfilled slots up to a total of forty (40) hours for each work week. They shall volunteer by placing their names in unfilled slots on the attached sheet to the schedule.
2. Should any employee desire to volunteer for more than forty (40) hours in a work week, the employee shall notify the Department Head or designee by writing his/her name in the desired slot on the attached vacancy sheet followed by "OT." Should more than one person sign up for the slot as "OT" the most senior bargaining unit employee to sign shall be assigned the slot (while not exceeding twenty-four (24) hours of overtime). If no other employee has signed up for overtime in a slot, the most senior employee will be awarded overtime beyond twenty-four (24) hours. The only slots which can contain more than one name are slots where each employee has signed up for "OT."

After the Seven-Day Posting Period:

3. The Department Head or designee will notify volunteers of assent to their choices by initialing the name from the vacancy sign up sheet to the computerized schedule. The designee will print and post this new schedule on the eighth day of posting.
4. Once the Department Head or designee posts the updated schedule, the employee is obligated to work the slot(s) on the same basis as if the slot(s) had been assigned or initially scheduled. Should the employee be unable to work the time slot for which s/he was assigned, scheduled or volunteered, the slot may be filled or not filled at the Employer's discretion. Any time slots not signed up for voluntarily within seven calendar days of posting and initialed by the Department Head or designee may be filled or not filled at the Employer's discretion without reposting the slot. If a bargaining unit employee volunteers after the seven-day

posting period to work a time slot, if the Employer still wants to fill the slot, a temporary will not be used for the slot unless a temporary has already been engaged. Once an employee signs his/her name to the schedule, it may only be removed by the Department Head or designee.

Section 5. No overtime shall be worked without authorization from the employee's Department Head or designee.

Section 6. Should an employee who volunteered for overtime be passed over by mistake, the sole remedy shall be that the employee will be offered an equal number of hours of overtime for the next available overtime slot of the employee's choice.

ARTICLE 23 TIME CLOCKS

Section 1. All employees will "clock in" at the beginning of their workday and will also "clock out" at the conclusion of the workday. Such employees shall likewise record any absence during their work day for which they do not expect to be paid by clocking out and in (if an employee clocks out, but doesn't return during the remainder of the work day, the employee will not clock in again until reporting for work on a later day).

Section 2. Each employee is required to clock in their own time card, no more than five minutes prior to the start of their shift unless prior approval is obtained from their Supervisor or Department Head. Employees who clock in more than five minutes prior to the start of their shift without obtaining approval will be subject to discipline.

ARTICLE 24 SERVICES DURING LEVEL III EMERGENCIES

Section 1. All employees who work during a declared level 3 will be paid double time for all hours delineated as level 3 status by the Sheriff's department. In addition said employees shall receive one (1) hour of travel time.

Section 2. Employees shall be provided a letter by the Employer verifying their need to travel to work in a Level III Emergency. If employees are precluded from traveling to work by area law enforcement, they shall not be penalized as described in Section 3 above. In this case, employees may use vacation or personal days rather than foregoing pay.

ARTICLE 25
VACATION

Section 1. Employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Full-time employees can earn up to forty (40) hours per week of vacation. Part-time employees vacation schedule will be based upon hours normally scheduled that work week and receive vacation pay for that number of hours. Any part-time employee vacation of less than one full week of duration shall be based on the previous pay period of hours actually worked including vacation and holiday pay. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

LENGTH OF OHIO PUBLIC SERVICE	VACATION CREDIT EARNED PER HOUR (maximum 40 hours per week)
Less than 1 year	None
1 year but less than 8 years	.03875
8 years but less than 15 years	.0575
15 years but less than 25 years	.0775
25 years or more	.09625

Section 2. No employee will be entitled to vacation leave, nor payment for accumulated vacation, under any circumstances until s/he has completed one (1) year of employment with the Employer.

Section 3. Employees will have a two-week window to select vacation on the basis of seniority. The selection is for full week increments. After everyone has an opportunity to sign up, vacations will be approved for the most senior employee who has selected each week as his or her first choice. One employee per day will be approved. The list will then be reposted for one (1) additional week for a sign up opportunity in the event that a staff person with lower seniority applies for the same week's vacation and now wishes to apply for a different week. This will allow employees to lock in long term vacation plans. Full week selections will be honored before partial week (one – four day request) selections.

An employee will only be permitted to sign up for a maximum of three scheduled working weekends in a calendar year. If an employee is scheduled to work a holiday in accordance with the holiday rotations, an employee is not permitted to sign up on this calendar to have their scheduled work holiday off. The individual requesting time must have the time available when the actual vacation time arrives.

If an employee makes a vacation request providing management less than ninety (90) days notice, the employee will be responsible for finding replacement coverage for the employee's work that will be missed as a result of the requested vacation leave. In the event that an employee makes a vacation request providing management ninety (90) days or more notice, and the employee makes a good faith effort to find replacement

coverage for the employee's work that will be missed as a result of the requested vacation leave, management will find replacement coverage if the employee is unable to do so. Requests submitted less than ninety (90) days prior to the requested date continue to be at management discretion.

Management retains the right to mandate replacements if necessary. If management mandates, the individual being mandated will be notified seven (7) calendar days in advance.

Section 4. Vacation may only be used in units of one (1) hour or more.

Section 5. Generally approved vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, employees shall be allowed to carry over for up to two (2) years of unused vacation leave beyond the amount of leave the employee was eligible to accumulate in the previous year. Any carried-over vacation leave remaining at the end of two (2) years shall be eliminated from the employee's vacation leave balance and the employee shall forfeit his/her right to take or be paid for said excess accrual.

Section 6. If an employee, while on vacation, contracts an illness, or suffers an injury, or, experiences a death in the family, which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury, or an official obituary notice in case of death.

Section 7. Employees shall be permitted to save up to one (1) week of vacation during a period of extended absence.

ARTICLE 26 HOLIDAYS

Section 1. All bargaining unit and probationary employees shall receive holiday pay based on the number of hours normally scheduled to work on that day or one-tenth (1/10) of the average number of hours s/he is scheduled to work in the pay period in which the holiday falls whichever is greater without having to work said holiday.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Columbus Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Closing Days: A bargaining unit employee who works on the following days shall be paid up to eight (8) hours of work at one and one-half (1 ½) time their straight time hourly rate.

Any days the Board approves/designates as "program closing."

However, these days are not considered holidays under this Agreement, and employees will not receive any other holiday pay for these days.

And any other day so designated by an act of the President of the United States, the Governor of this State or the County Board.

Section 2. An employee who does not work on his/her scheduled work day immediately preceding and immediately following the holiday, shall not receive the eight (8) hours pay or pro-rata pay referred to in Section 1 above. Employees off for excused absences on the scheduled work day immediately preceding or following the holiday, i.e. vacation, verified sick leave, bereavement, jury, etc., shall receive holiday pay.

Section 3. Any employee who works on a scheduled holiday shall receive one and one-half (1 1/2) times their regular hourly rate for all hours worked on the holiday as worked holiday premium pay.

Section 4. All holidays shall be scheduled on a rotating basis over a two-year schedule. For the purpose of rotating, Veterans Day and Thanksgiving Day shall be considered as one holiday.

Section 5. If a holiday occurs while an employee is on vacation or sick leave, the holiday will be paid in accordance with Section 1 of this Article and the employee's vacation or sick time will not be charged for that day. If an employee desires to have their scheduled holiday off by requesting vacation or personal time, the employee will find their own coverage for their scheduled holiday.

Section 6. All hours actually worked on a holiday count as hours worked for computing overtime pay

ARTICLE 27 PERSONAL DAYS

Section 1. Employees in the first year of employment shall have personal days pro-rated, after three (3) months as follows:

<u>Employee Start Date</u>	<u>Personal Days Credited</u>	
April 1 through June 30	0 hours	
July 1 through September 30	24 hours: Full-time	16 hours: Part-time
October 1 through December 31	16 hours: Full-time	8 hours: Part-time
January 1 through March 31	8 hours: Full-time	4 hours: Part-time

Section 2. The preferred use of time is to be used in full and/or half shift increments but is not to be used in less than (1) hour time blocks per supervisor/department approval.

Balance of unused hours that total four (4) hour increments, will be paid out to the equivalent of four (4) hours of unused personal leave at their hourly rate.

Section 3. Prior written approval by the Supervisor on the standard leave form must be obtained using this benefit.

Section 4. Personal days not used during the year will be paid to the employee two (2) pay periods after June 30th.

Section 5. Approval of personal leave shall be based on the ability of the program to maintain adequate programming to the enrollees. Chances of approval improve with the employee working with supervision to find a replacement.

ARTICLE 28 PERSONAL LEAVES

Section 1. Upon written request, the Employer may grant a leave of absence, without pay, for personal reasons for a period not to exceed thirty (30) consecutive days upon good cause being shown. Such leaves may be granted only in the exercise of the Employer's judgement and sole discretion. Such written request shall specify the exact reason, or reasons, why the leave is needed.

Section 2. The employee's employment shall continue and his seniority shall accumulate during such leave, subject to the provisions of Article 12 (Seniority) of this Agreement.

ARTICLE 29 BEREAVEMENT LEAVE

Section 1. When an employee has a death in his or her immediate family the Employer will allow the employee up to five (5) days off with pay to attend the funeral and to attend to family matters. All bereavement leave will be charged against the employee's accrued sick time. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral.

Section 2. No employee shall receive bereavement pay for any days, or parts of days, the employee was not scheduled to work.

ARTICLE 30 MILITARY LEAVE

Section 1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum

hours for which payment can be made in any one (1) calendar year is one-hundred seventy-six (176) hours.

Section 2. The Employer shall grant a leave of absence, without pay, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable Federal and State law.

ARTICLE 31 COURT LEAVE

Section 1. An employee called on for court duty shall be granted a leave of absence during such service with pay. Court leave shall consist of, but no be limited to, the following: jury duty, subpoenaed as a witness to an action to which the employee is not a party, or claimant before the Worker's Compensation Bureau.

Section 2. If an employee is released from court on any work day when four (4) or more hours remain in his or her normal work day at the time of release, the employee shall then report for work.

Section 3. All compensation received by an employee as a result of court duty during normal working hours shall be remitted by the employee to the Employer.

ARTICLE 32 SICK LEAVE

Section 1. Crediting of Sick Leave. Sick leave shall be earned at the rate of .0575 hours for each hour of service in active pay status with the Employer. Unused sick leave shall accumulate without limit. Sick leave will be pro-rated to the hours of completed service in each pay period.

Section 2. Charging of Sick Leave. Sick leave shall be charged in minimum units of thirty (30) minutes. An employee shall be charged for sick leave only for days upon which s/he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 3. Evidence Required for Sick Leave Usage. An employee shall furnish a standard written statement to justify the use of sick leave, or in accordance with Section 5, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 4. Notification by Employee. An employee requesting sick leave shall inform his/her supervisor or designee of the fact prior to one (1) hour of his/her scheduled starting time. Employees who do not provide said notice may be denied sick leave for the period of absence.

Section 5. Physician's Statement. An employee using excessive amounts of sick leave or with an illness or disability exceeding three (3) consecutive work days must furnish a statement from the physician before returning to work, notifying the Employer that the employee was unable to perform his duties during the period of absence and is able to return to work with no restrictions. Where sick leave is required 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, if the immediate family member's illness or disability exceeds three (3) consecutive work days. Any sick leave of one, two or three day duration during any calendar year that exceeds a total of *ten (10)* days in that calendar year will require medical verification same as above. In addition, any examples of abuse of sick leave per the listing in Section 7 of this Article can be the basis for discipline.

Section 6. Use of Sick Leave. Sick leave may be granted to an employee under the following circumstances:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required,
- B. Death of a member of his immediate family as specified in this Article,
- C. Medical, psychological, dental or optical examination or treatment of the employee or a member of his immediate family, which required the attendance of the employee, and which cannot be scheduled during non-working hours,
- D. If a member of the immediate family is afflicted with an illness or injury that requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others,
- E. Pregnancy and/or childbirth and other conditions related thereto,
- F. Any purpose permitted to an eligible employee under the Family and Medical Leave Act Policy.

Section 7. The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected.

Examples of abuse may include but are not limited to:

- A. Before, on, or after the holidays,
- B. Before, on, or after weekends, or regular days off,
- C. After paydays,
- D. Any one specific day of the week,
- E. Partial days,
- F. Pattern of maintaining zero or near zero balance,
- G. Use of more sick leave than earned,
- H. Calling off sick when other options for time off were denied, and/or
- I. Absences following overtime.

Section 8. For purposes of this article, "weekend assignment" is defined as Friday, Saturday, or Sunday. If an employee accepts a weekend assignment and that employee

calls off sick, the employee will be excused the first time. If that same employee accepts a second weekend assignment and calls in sick the employee will be required to provide medical verification. If the same employee accepts a third weekend assignment and then calls in sick, the employee will be required to work the next available weekend assignment as determined by management. Any accepted weekend assignments thereafter that the employee calls in sick will be treated as the basis for discipline. In addition, the employee will be required to work the next available weekend assignment as determined by management. This assignment will be on the employee's regular scheduled shift unless the shift is fully staffed than a different shift shall be mandated. Whenever possible, the make up assignment will be on the regular shift. Staff being assigned a make-up shift shall be notified by noon on the Wednesday prior.

Section 9. Definition of "Immediate Family" for bereavement leave and use of sick leave shall be grandparents, brothers, sisters, father, mother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and legal guardian or other person who stands in the place of a parent.

Section 10. Falsification of Sick Leave Applications. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications with the intent to defraud, shall be grounds for disciplinary action, including dismissal.

Section 11. Illness or Disability Extending Beyond Sick Leave. If any serious medical condition of the employee or his/her parent, spouse or child continues past the time for which an employee has accumulated sick leave and Family and Medical Leave, the Superintendent, in his discretion, may grant, upon receipt of satisfactory medical verification subject to Section 3 of this Article, an authorized leave of absence without pay subject to Article 28 (Personal Leaves) of this Agreement.

Section 12. Payment of Unused Sick Leave Upon Retirement. In accordance with this Article, payment of accrued, but unused sick leave will be made to each employee upon disability or service retirement under the Public Employees Retirement System from active service with the Employer for ten years or more. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this shall be made only once to any employee, and the amount of such payment for employees employed by the Board before January 1, 1995, shall be two thirds of the employee's accrued, but unused sick leave up to a maximum of one hundred twenty (120) days; the amount of such payment for each employee employed by the Board after January 1, 1995, shall be one-fourth (1/4) of the employee's accrued, but unused sick leave up to a maximum thirty (30) days. The employee must remain separated from the Board for a minimum of sixty (60) days before payment can be made under the provisions of this section.

Section 13. Sick leave cash-in Employees sick time hours may be able to be cashed-in on October 1st, if an employee has sick hours exceeding 160 hours, the employee can request to "cash-in" sick leave time up to a maximum of eighty (80) sick hours (the

employee cannot drop below 160 hours when "cashing in" sick leave time). "Cashed in: sick leave checks will be paid to the employee at 100% of the hourly wage. Applications to cash in sick leave must be turned in by the end of the second week in October. "Cashed in" sick leave checks will be disbursed on the first pay of December. This will be implemented on a trial basis in 2010. The employer shall undertake a review of the "Sick Leave Cash-in Program in January 2011 and must make a decision and inform the Union by January 31, 2011 if it has decided to discontinue this provision. If the employer does not discontinue the "Sick Leave Cash-in Program by January 31, 2011 it shall be deemed an ongoing provision of the contract for the duration of the agreement.

ARTICLE 33 UNPAID LEAVE

Section 1. Disability Leave. Nothing in this Agreement shall be interpreted to prevent the Employer from exercising its rights and obligations under the Americans with Disabilities Act, Ohio Worker's Compensation Law, and other state law pertaining to the disabled.

1. Upon request, a physically incapacitated employee will be granted a disability leave when the disability of the employee continues beyond accumulated sick leave. A disability leave shall be an unpaid leave of absence and shall count toward the number of weeks a qualified employee is eligible for leave for his/her serious medical condition under Section 2 of this Article.
2. A disability leave shall be applicable provided the employee is a qualified employee who has a serious health condition and is eligible for leave in accordance with Section 2 of this Article or is not eligible for Section 2 leave but is:
 - A. hospitalized or institutionalized, or
 - B. on a period of convalescence following hospitalization authorized by a physician, and/or
 - C. is declared incapacitated for the performance of the duties of his/her position by a licensed physician and not capable of performing light duty as verified by the physician on the applicable workers' compensation form.
3. A disability leave shall be normally granted for not more than six (6) months. A disability leave while not normally longer than six (6) months can be extended for an additional six (6) months if the employee is in a rehabilitation program and if a doctor can provide a date certain when the employee will return to work within the period of the six (6) month extension. An employee on disability leave shall continue to be provided the insurance coverage as provided in Article 35 of this Agreement.

Section 2. Family and Medical Leave Act (FMLA). In accordance with federal law, the Family and Medical Leave Act of 1993 shall be observed.

ARTICLE 34
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The Board shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

ARTICLE 35
INSURANCE COVERAGE

Insurance is available to full-time and part-time employees as set forth in a plan of insurance that shall be agreed upon and offered by the Hancock County School Insurance Consortium. Should the board change insurance companies or third party administrators during the life of this contract, the plan of coverage obtained will be equal to or exceed the coverage in effect at the time of execution of this labor agreement.

Section 1. Medical. Employees will be offered Comprehensive Major Medical coverage through the Hancock County School Consortium. For full time Employees the employer will contribute \$985.00 towards the monthly premium amount for family coverage and \$395.00 for single coverage.

Part-time employees whose primary scheduled hours are between 48 – 69 hours per pay. The employer will contribute \$640.00 towards the monthly premium amount for family coverage and \$260.00 for single coverage.

Part-time employees whose primary scheduled hours are between 0 – 47 hrs per pay period. Employer monthly premium amount for family coverage is \$325.00 and \$130.00 for single coverage.

Section 2. Dental. Employees will be offered dental insurance coverage. For full-time employees the employer will contribute \$50.00 monthly premium amount for family and single coverage.

Part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period the employer will contribute \$33.00 monthly premium amount for family and single coverage.

Section 3. Life. The Employer will pay the full premium for \$10,000 of life insurance for each employee.

Section 4. Vision. The Employees will be offered vision insurance through the Hancock County Insurance Consortium. The employee's single or family contribution will be deducted on a monthly basis.

For full-time employees the employer will contribute \$14.00 monthly premium amount for family and \$6.00 for single coverage.

Part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period the employer will contribute \$5.00 monthly premium amount for family and \$2.00 for single coverage.

Section 5. Tax Sheltering. Employee will have any costs deducted from their pay for insurance premiums sheltered from federal and states taxes in accordance with Resolution 251-89, November 7, 1989, of the Hancock County Commissioners.

ARTICLE 36 WAGES

Section 1. Bargaining unit employee wage increases, bonuses, lump sum payments, and other similar payments shall be at the discretion of the Employer, but shall be given in a manner consistent with the Employer's provision of general wage increases, bonuses, lump sum payments, and other similar payments to non-bargaining unit employees and employees in other bargaining units during the term of this Agreement. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees.

Section 2. The hiring rates for all new employees for the duration of this Agreement shall be as set forth below. A new employee may be given up to five (5) years credit for prior experience in residential service similar to the position the person is hired to fill.

<u>YEAR(S) OF EXPERIENCE</u>	<u>HIRING RATE PER HOUR</u>
0	\$9.25
1	\$9.34
2	\$9.43
3	\$9.52
4	\$9.62
5	\$9.72

Section 36.3. All employees, including ones hired after the adoption of this Agreement, shall be paid in addition to their regular hourly rate a shift premium of 50 cents per hour if they work on second shift or third shift and a shift premium of \$1.00 per hour if they work on the weekend. The definition of "weekend assignment" set forth in Article 32, Section 8, does not apply to this section of the Agreement and work on Fridays does not constitute "work on the weekend" for purposes of this section.

ARTICLE 37
PRESERVATION OF WORK

Section 1. In order to maximize employment opportunities for members of the bargaining unit covered by this agreement, the Employer agrees that in the event the work or any portion of the work covered by this agreement is sold, permanently transferred, leased, licensed or otherwise transferred, the Employer will notify and require the purchaser, transferee, lease or new owner to be bound by the following terms for a period of one (1) year:

1. Employees shall be guaranteed one (1) year of employment except if the employee is terminated for just cause;
2. Wage rates shall be paid in accordance with applicable provisions of Article 36 (Wages);
3. Medical Insurance – in accordance with applicable provisions of Article 35 (Insurance Coverage);
4. Pension – The Board and the new entity shall agree to continue membership in the Public Employee Retirement System (PERS) for employees employed by the Board at the time of the sale, transfer, lease, license or other method of transfer; who choose to continue membership in PERS.

Section 2. The employer shall give the Union reasonable notice of such sale, transfer, lease or other disposition, at least thirty (30) days prior to the effective date thereof. The Employer shall satisfy or cause to be satisfied any and all obligations that are due and payable to members of the bargaining unit up to the effective date of such sale, transfer, lease or other disposition.

ARTICLE 38
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Hancock County Commissioners, the Federal of State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon 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]) have properly progressed.

Section 3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 39
SAVINGS CLAUSE

Section 1. This Agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including Chapter 124 of the ORC. Where this Agreement is silent, the provisions of applicable law shall prevail.

Section 2. If any Article of Section of the Agreement, or of any riders hereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. The parties shall meet for mid-term bargaining in such an event.

ARTICLE 40
DURATION

Section 1. This Agreement shall be effective as of the date of June 10, 2012 and shall remain in full force and effect to and through June 9, 2015.

Section 2. If either party intends to amend or modify this Agreement, it shall notify the other in writing of such intent between sixty (60) and ninety (90) calendar days prior to its expiration date. Such notice of intent shall be given by certified mail with return receipt requested.

Section 3. The parties acknowledge that the provisions of this Agreement constitute the entire agreement between the parties. Therefore, for the life of this Agreement each party voluntarily waives the right, and each party agrees that the other shall not be obligated, to bargain collectively, or individually with respect to any subject or matter referred to or covered in this Agreement or previously discussed during negotiations or any mandatory subject of bargaining whether or not it was discussed during negotiations.

Section 4. Nothing in this Article shall be construed as preventing the parties from meeting, as elsewhere provided herein, for the purpose of discussing subjects or matters that may arise during the term thereof.

FOR THE HANCOCK COUNTY BOARD
OF DEVELOPMENTAL DISABILITIES

FOR TEAMSTERS LOCAL #20

Constance Amunt
Superintendent 4/18/13

[Signature]
Union President

Jimmy Banta 4/25/13
Director of Residential Services

[Signature] 5/2/13
Union Business Representative

Labor Relations Consultant

Union Steward

Kathleen Gates
President, Hancock County Board of DD

Union Steward

Approved as to Form:

Hancock County Prosecutor

Approved and journalized by the Hancock County Commissioners on _____, 20__.

Resolution No.: _____

**MEMORANDUM OF UNDERSTANDING REGARDING RETROACTIVITY FOR
JUNE 10, 2012 – JUNE 9, 2015 COLLECTIVE BARGAINING AGREEMENT**

This Memorandum of Understanding is entered into by the Hancock County Board of Developmental Disabilities (the Board) and Teamsters Local Union No. 20 (the Union), a union representing a bargaining unit of the Board's employees.

1. The parties have reached tentative agreement in their negotiations for a successor agreement to the parties' June 10, 2009 – June 9, 2012 collective bargaining agreement. That tentative agreement includes, among other modifications, a 1% wage increase for the first contract year.

2. The parties hereby agree that, notwithstanding the occurrence of ratification and execution of the parties' June 10, 2012 – June 9, 2015 collective bargaining agreement after June 10, 2012, the wage increase negotiated for the first year of that contract will be given retroactive effect, so long as that agreement is ratified by the Union's membership, and approved or accepted as a matter of law (not timely rejected) by the Hancock County Board of County Commissioners, and executed by both parties.

3. For purposes of this agreement, the wage increase will be made retroactive to June 10, 2012 in the following manner:

A. Present employees employed by the Board continuously since June 1, 2012, will receive a wage increase retroactive to June 1, 2012.

B. Present employees hired by the Board after June 1, 2012, or who experienced a break in service since June 1, 2012, before returning to service with the Board, will receive only the wages applicable to them based upon their agreed pay scale assignment beginning as of the final execution date of the June 10, 2012 – June 9, 2015 collective bargaining agreement.

C. Individuals who are no longer employed by the Board, or who occupy positions of employment with the Board outside of the bargaining unit at the time of final execution of the June 10, 2012 – June 9, 2015 collective bargaining agreement, are entitled to nothing under this Memorandum of Understanding.

FOR THE BOARD:

Lanny Bant 4/25/13
Date

Constancia Amunt, Supt.
Date 4/18/13

Kathleen
Date 4/30/13

Dul 6/19/13

FOR THE UNION:

[Signature]
Date

[Signature] 5/7/13
Date

Date

