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CONTRACT

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

AND

DISTRICT 1199,  
THE HEALTH CARE AND SOCIAL SERVICE UNION,  
SEIU, CHANGE TO WIN, CLC



**MONTGOMERY**  
C O U N T Y

2014 - 2017

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**ARTICLE 1  
RECOGNITION**

Section 1. SEIU/District 1199, The Health Care and Social Service Union, Service Employees International Union, Change to Win, CLC, is hereby recognized as the sole and exclusive bargaining agent for those regular Montgomery County employees employed by the Board of County Commissioners as Registered Nurses and Licensed Practical Nurses at the Stillwater Center, excluding those employees who are in their initial probationary period; those employees who fall within the definition of confidential, management and supervisory personnel for the full term of this agreement.

All references to the male pronoun or adjective contained herein apply to male or female and are not intended to specify gender.

**ARTICLE 2  
MANAGEMENT'S RIGHT**

Section 1. Except to the extent modified by this agreement, it is understood and agreed to by the Union that the County retains all its rights and authority to manage, direct, and control the operation of the County to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management, including, but not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. The Montgomery County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the County in those emergency situations;
- K. To maintain security of all County records and other pertinent information.

**ARTICLE 3**  
**UNION MEMBERSHIP, CHECK-OFF DUES AND FAIR SHARE FEE**

- Section 1. The County will deduct normal and customary dues, initiation fees, and assessments from the monthly wages and salaries of all union members. Individuals and written notification must be presented to the payroll office, and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction.
- Section 2. All deductions under this Article, along with an alphabetical list of names of all employees whose dues have been deducted, shall be transmitted to the Union within 30 days following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- Section 3. The union agrees to hold the County harmless from any and all claims, actions, demands, suits, or other forms of liability filed by employees arising from dues deduction requested by the union or as authorized under this Article and further agrees to reimburse the County for all reasonable costs and expenses associated with the defense of any such actions, and for any liability or award to such employees.
- Section 4. The Union agrees that upon receipt of the dues collected by the County, that it has the sole and exclusive obligation and responsibility for distribution of the funds.
- Section 5. The County agrees that after 120 days following the beginning of employment, the employees in the bargaining unit who are not members of the Union pay a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the dues currently paid by Members of the Union who are in the same bargaining unit.
- Section 6. The Union shall rebate to a non-member employee on a proportional basis, any dues, monies or fees shown to have been spent by the Union on matters outside the realm of collective bargaining and representation in accordance with Federal and Ohio law. The non-member employee shall have all rights described under Section 4117.09 © of the Ohio Revised Code.
- Section 7. The union agrees to hold the County harmless from any and all claims, actions, demands, suits or other forms of liability arising from fair share fee as authorized under this article and further agrees to reimburse the County for all reasonable costs and expenses associated with the defense of any such actions, and for any liability or award to such employees.
- Section 8. The union shall provide the County written notification of the fair share fee for those bargaining unit members who are not members of the union.
- The union agrees that upon receipt of the fair share fee collected by the County, that it has the sole and exclusive obligation and responsibility for the distribution of the funds.
- Section 9. The County will deduct any voluntary written, authorized employee contribution to the Union's Committee on Political Education (COPE). The COPE deductions shall be transmitted to the Union in a check separate from the dues remission no later than fifteen (15) calendar days following the date the deductions are made, together with a list of employees for whom a deduction was made, and the amount of the deduction for each employee.
- An employee shall have the right to revoke such authorization by giving written notice to the employer and the union at any time.

**ARTICLE 4  
UNION BUSINESS**

- Section 1. The Union may select three (3) delegates, one of whom shall be designated Chief delegate and three (3) alternate delegates. The delegate's names shall be furnished to the County Human Resources Department by the Union. This list shall be kept current by the Union at all times. In the event a delegate or an alternate delegate are not available, the union may appoint a substitute delegate.
- Section 2. A delegate involved in representation of an employee at a grievance presentation will be permitted to leave his/her work and work area to represent that member or to be present at the grievance presentation. Such leave will be granted pursuant to Section 7 below. Management will notify the Delegate when a grievance is filed by an employee.
- Section 3. A Delegate will be permitted reasonable leave with pay to investigate and process grievances. Such leave will be granted pursuant to Section 7 below.
- Section 4. To secure time off during regularly scheduled working hours for authorized union business as defined in this Article, the Delegate and/or alternate will be required to complete authorization forms, which will be provided by the County for the accounting of such time. Such forms will be turned in to the employee's immediate supervisor when time for union business is requested.
- Section 5. Union business other than that listed in Sections 2 and 3 above shall not be conducted by Union Delegates on County time, nor shall it, in fact, interfere with the work assignment of any employee. Union Delegates, or other Union members shall not use County vehicles to conduct Union business.
- Section 6. The International or Local Representative may consult with bargaining unit members in the assembly area before the start of and at the completion of the day's work, and he/she shall be permitted access to work areas at all reasonable times only for the purposes of adjusting grievances, assisting in the settlement of disputes and for the purpose of insuring that the provisions and aims of this Agreement are properly followed. Said Union Representative shall make his/her presence at the facility known to Management prior to contacting employees. Said Union Representative shall not interfere with any employee's work assignment.
- Section 7. Absence from assigned work as defined in Sections 2, 3, and 8 of this Article does not authorize Union officials, including delegates, to be absent from their jobs without authorization. Privileges granted to be absent from their jobs shall not exceed an accumulation of one-hundred (100) hours annually.
- Section 8. Three (3) Union delegates shall each be permitted to earn compensatory time, not to exceed twenty-four (24) hours in a calendar year, in lieu of overtime pay for the purpose of attending Union Executive Board meetings and/or training. Compensatory time earned under this section shall be in addition to and exclusive of the amount of compensatory time permitted under Article 25, Section 2. Use of this time will be granted pursuant to Section 7 of this Article, and in accordance with staffing needs.
- Section 9. A bulletin board shall be provided to the Union for the purpose of posting bulletins, notices, and other materials.
- The items posted shall not be of a defamatory, libelous, or politically partisan nature.
- Section 10. Management agrees to allow the Union thirty (30) minutes during the new employee orientation program to present an explanation of Union procedures and to answer questions.

Section 11. The County shall provide the Union with a secure location to conduct Union business. This space shall include a desk, chair and a filing cabinet.

The Union shall not conduct Union business in the resident homes.

## ARTICLE 5 FILLING OF VACANCIES

Section 1. A notice of all vacancies including shift vacancies, except as noted elsewhere in this Article, shall be posted at the central location in the Montgomery County Human Resources Department, and throughout the various departments in the County for a minimum of five (5) working days. Additionally, a vacancy list will be sent to the Union. The notice will show the job classification, rate of pay, geographic location of the job, and the time and place of the examination, if an examination is required. Those employees who wish to be considered for the posted job must file a an electronic application with the Human Resources Department by the end of the posted period.

1A. Section 1A shall be modified as to the posting requirements for the position of Licensed Practical Nurse (LPN) only as set forth:

1. A pool of qualified and screened applicants shall be derived from an initial posting for current LPN vacancies;
2. Only those applicants who are deemed qualified and who are screened will become part of the pool, which shall then be ranked;
3. Vacancies will continue to be posted internally first. If there are no internal candidates who bid on the position, the vacancy shall be filled from this established pool of applicants rather than re-posting (unless the pool of applicants is depleted) a new vacancy;
4. Should either party elect to withdraw from the stipulations in Section 1A, two weeks advance notice shall be provided to the other party.

Section 2. All applications timely filed will be reviewed by the County. Selection for bargaining unit positions will be made on the basis of seniority, skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are equal, continuous Montgomery County service seniority shall govern, except where there is an affirmative action underutilization.

Section 3. A simplified bidding procedure shall be established for the purpose of filling shift and assignment vacancies within job classification for part-time and full-time Licensed Practical Nurses who have completed the initial probationary period. Such vacancies shall be posted at Stillwater Center for ten (10) working days.

Section 4. When a vacant position is posted within the same classification, and the skill, experience and ability of the bidding employees are substantially equal, the senior employee who applies for the vacancy shall have the right to voluntarily transfer to the vacant position provided such transfer can be made without substantially impairing the efficiency of the employee's present assignment. Unless an exception is agreed to by management, only one (1) voluntary transfer shall be permitted in any twelve (12) month period. Management will not be arbitrary, capricious, or discriminatory in the application of this section.

Section 5. In the event a required transfer involves a change in shift, the employee in the involved

classification having the lowest seniority but possessing the skill, experience and ability to perform the work shall be transferred, provided such transfer does not substantially impair the efficiency of the employee's present assignment.

## **ARTICLE 6 SENIORITY**

Section 1. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since their last date of hire, including time on leave of absence without pay for illness or injury. Time spent on a leave of absence without pay in excess of fourteen (14) days for reasons other than illness or injury shall not be credited towards the accumulation of seniority, except as specified in Article 23, Leave of Absence. Part-time employees shall accumulate seniority based upon the number of hours regularly assigned to them, pro-rated on 2,080 hours per year.

Section 2. Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a position classification or in assigning employees machines, equipment or places of work. Seniority shall apply to layoff and recall.

Section 3. Seniority and the employment relationship shall be terminated when an employee:  
A. Quits; or  
B. Is discharged for just cause; or  
C. Is laid off for a period in excess of twenty-four (24) months.

Section 4. An updated seniority list showing continuous service of each bargaining unit member shall be delivered to the union quarterly.

Section 5. **Probation and Probationary Periods**  
All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who is transferred (other than on a temporary basis), or promoted shall be considered as a special probationary employee, and must successfully complete a special probationary period before being appointed to the new or related position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

A. Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. The required probationary period shall be one hundred twenty (120) days.

The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service.

During the initial probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the County and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be subject of a grievance.

In the case of lay-off, bumping and recall, there shall be no seniority among initial probationary employees. Upon the successful completion of the initial probationary period, however, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Employees shall

acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

At the sole discretion of the county, and employee who resigns, having served the required probationary period, may be reinstated to the same or similar position at any time within one (1) year from the date of such resignation. The reinstated employee will retain seniority and status upon completion of the probationary period except that the time the employee was separated shall not be counted. Any employee who, at management's discretion, is rehired within the one (1) year period will be reinstated.

B. A regular employee who is transferred (other than on a temporary basis) or promoted becomes a special probationary employee upon the date of the transfer or promotion, and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

1. Transferred employees—forty-five (45) days
  2. Promoted employees—one hundred twenty (120) days
- The special probationary period required above represent a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service.

If the special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job within the special probationary period, the County may at its discretion return the employee to his or her former position classification, without any loss in seniority. Any other employees who were transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall not apply.

## **ARTICLE 7 LAY-OFF AND RECALL**

Section 1. The County, in its discretion, shall determine whether lay-offs are necessary and within which classifications lay-offs will occur. Although not limited to the following, lay-offs shall ordinarily be for lack of work and /or lack of funds. If the County determines that positions are to be abolished, employees losing their jobs because of such abolishments shall be given the same rights as laid off employees.

Section 2. Employees will be laid off from the affected classification in accordance with their seniority provided the remaining employees have the ability to perform the remaining work available without further formal training. When seniority is equal, the employee with the lowest last four (4) digits in his/her social security number will be laid off first.

Section 3. Seniority is calculated using retention points. Employees shall be assigned a base of 100 retention points. One (1) retention point shall be credited for each bi-weekly pay period of full-time service. Retention points for part-time service shall be calculated on the basis of one-half (1/2) point for each bi-weekly pay period of part-time service. This list will be kept current by the Director of Human Resources for Montgomery County, or designee.

Section 4. Retention points for full-time service and other than full-time service, whenever applicable, shall be combined to determine an employee's total retention points. This list will be kept current by the Director of Human Resources for Montgomery County, or designee.

- Section 5. Employees bumping into appointment categories not covered by this collective bargaining agreement (contract) shall have such status and rights under civil service.
- Section 6. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.
- Section 7. If any employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall, and remain on the recall list for the classification from which the layoff initially occurred. The County shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.
- Section 8. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union's District Office. The employee must notify the Agency Head of his/her intention to return within five (5) business days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency head with his/her latest mailing address.

#### **ARTICLE 8 REST PERIODS**

- Section 1. All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Employees may leave their work station to take their rest period in designated areas provided that they can return to their work station within the fifteen (15) minute period. Rest periods may be scheduled by Management.

#### **ARTICLE 9 PERSONNEL RECORDS**

An employee shall receive a copy of his/her evaluation and shall have access to his/her personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. The employee may be accompanied by his/her personal representative in such inspection. It is understood between parties to this Agreement that this access does not include employer inquiries and references. An employee may compile and date a list of the documents he/she finds in his/her personnel folder and insert a copy of that list in his/her folder.

#### **ARTICLE 10 GRIEVANCE PROCEDURE**

##### **Preamble**

A grievance is any dispute which the Union or a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of this Agreement.

- Section 1. All grievances must be commenced within ten (10) calendar days of when the grievant knew or should have known of the act or acts included in the grievance.
- Section 2. All grievances are to be settled in accordance with the four (4) step grievance procedure set forth below, except as specifically provided otherwise in this Agreement. The grievant shall identify in writing that part of the Agreement about which he/she is aggrieved.
- Section 3. The grievant may first discuss a complaint with the grievant's immediate supervisor and may have his/her delegate present. It shall be discussed verbally and if settled, no further action shall be taken.
- Section 4. The parties agree that it is in the best interest of the employees and the County to resolve grievances at the lowest possible step. Where there is mutual agreement to seek informal resolution and external assistance is desired, the parties agree to seek assistance from the Greater Dayton Mediation Center or the Federal Mediation and Conciliation Services.
- Section 5. Steps in the Grievance Procedure

- Step 1. The aggrieved employee or group of employees must present the grievance to his/her Manager of Nursing or designee in writing within ten (10) calendar days of when the grievant knew or should have known of the act or acts about which there is a complaint. The aggrieved employee has the right to have a delegate and/or staff representative in attendance at the meeting if she/he so requests. The Manager of Nursing or designee shall reply to the grievant within seven (7) calendar days after the grievance is presented to him/her in writing. If an employee does not agree with the response or does not receive a reply to his/her written grievance within seven (7) calendar days, unless the time limits are mutually waived, his/her grievance may be taken to Step 2 of the grievance procedure. A Step 2 grievance must be filed within seven (7) calendar days after the employee receives his/her reply or should have received his/her reply.

Class action grievances, in this Step, shall be presented in the first instance to the Manager of Nursing or designee. If a group grievance is not satisfactorily settled in this Step, the procedure defined in Step 2 shall be used.

- Step 2. An employee or group of employees whose grievance has not been answered under Step 1 of this procedure or has been answered, but not settled under Step 1 of this procedure may refer the grievance to the designated second step hearing officer within seven (7) calendar days following receipt of the answer from the first step or seven (7) calendar days from the date the answer should have been received and no answer was filed by the supervisor. The distribution by the employee of the copies of the written grievance shall be as follows: one (1) copy to the Human Resources Manager, one (1) copy to the employee representative, and a copy shall be retained by the employee. The Human Resources Manager or his/her designee will investigate, make inquiries, and hold a hearing on the grievance and provide a written reply within seven (7) calendar days to the aggrieved employee.
- Step 3. If the employee does not receive a satisfactory reply to his/her written grievance within seven (7) calendar days, or if the employee receives no reply to his/her written grievance at the end of the seven (7) calendar days, his/her grievance may be taken to Step 3 of the grievance procedure within seven (7) calendar days after the date the reply was or should have been received. If a grievance is not settled at Step 2, files relating to the grievance shall be forwarded to the County Human Resources Director or his/her nominee, for the resolution of the grievance. The Union shall forward the grievance and copies of the reply thereto, if any. The County Human Resources Director or his/her nominee, shall hold a meeting with regard to the grievance within fourteen (14) calendar days following receipt of the grievance. The grievance meeting shall include no more than four (4) representatives of the grievant (example staff representative and/or delegate and/or grievant), and no more than four (4) representatives of County Management. Both

the grievant and the County Management representatives shall have the right to have available such witnesses as are necessary for the explanation and investigation of the grievance. The Human Resources Director, or his/her nominee, shall reply to the grievant in writing within fourteen (14) calendar days from the termination of the meeting.

**Step 4. Arbitration**

- A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within eleven (11) calendar days after receipt of the answer in Step 3 by notice in writing and received within this time limit by the Federal Mediation and Conciliation Service, with a copy to the Human Resources Director, to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the County and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. Except as otherwise specified by this agreement, the rules of the Federal Mediation and Conciliation Service shall apply. All arbitration hearings shall be held in Dayton, Ohio (unless the parties mutually agree otherwise).
- B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his/her interpretation of the meaning of application of the express terms of this Agreement and shall be final and binding. In cases involving removal for abuse, if the Arbitrator finds that there has been serious abuse of residents, the Arbitrator does not have the authority to modify the removal of the employee committing such abuse.
- C. The fee and expenses of the arbitrator shall be divided equally between the County and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.
- D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

Section 6. The parties may by mutual agreement waive any steps or any of the time limits of this Article. All references to days in this Article mean calendar days except when the last day falls on Saturday, Sunday, or a legal holiday the act may be done on the next succeeding day which is not a Saturday, Sunday or holiday.

Section 7. If the grievant is not present at the scheduled grievance meeting, management may determine that the employee's response shall be presented through a written statement and/or through a union representative.

**ARTICLE 11  
LABOR MANAGEMENT COMMITTEE**

Section 1. Upon the written request of either party, the Labor Management Committee, comprised of no more than six (6) persons each, shall meet monthly or as necessary for the purpose of

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discussing subjects of mutual concern. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect and to work toward the solution of common problems. Each party shall have the sole authority for the selection of their committee.

## **ARTICLE 12 DISCIPLINE**

- Section 1. The County retains the right to adopt rules and regulations for the efficient operation of its departments and conduct of its employees providing these rules and regulations do not conflict with this agreement. It is agreed that the County has the right to discipline or discharge employees for just cause. It is further agreed that disciplinary action will be initiated within a reasonable time following knowledge by the Department Head of the events upon which the disciplinary action is based. It is agreed that the employee shall receive written notification of an investigation no later than ten (10) days following knowledge of the alleged infraction. All investigation notices shall include the approximate date and description of the alleged infraction. The employer reserves the right to amend the charges/allegations.
- Section 2. The County shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require immediate discharge.
- Section 3. Written reprimands will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. Suspensions of ten (10) days shall remain in an employee's file for three (3) years subsequent to the date of suspension. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until the expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.
- Section 4. Whenever it is necessary to discipline any employee, Management agrees to do so in a manner that will not embarrass the employee before other employees or the public.
- Section 5. Any time a supervisor or representative of Management conducts a disciplinary meeting with a bargaining unit member, they shall notify the employee and the Union in writing of his/her right to have a Union representative present. The Union has the right to be present at all disciplinary meetings of bargaining unit members, provided that such union representation must be available subsequent to twenty-four (24) hours after the employee receives the notice of the disciplinary meeting, or at the date and time specified in the notice if the meeting is scheduled to occur after a twenty-four (24) hour period has passed. All notifications of disciplinary meetings shall be on the attached form.
- Section 6. If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, Management shall notify the representing delegate of disciplinary action taken. If there was no representing delegate at the meeting, the Chief Delegate shall be notified of disciplinary action taken.
- If disciplinary action is not warranted, Management shall notify the employee in writing at the conclusion of the investigation.
- Section 7. An employee shall be given a copy of any written warning or other written disciplinary action entered into his/her personnel record.
- Section 8. Personal performance memorandums or any similar counseling tools are intended to be a counseling tool for employees and are not intended to be disciplinary actions. Personal

performance memorandums and similar counseling tools are not grievable or subject to the grievance procedure.

Section 9. Termination may be appealed at the third step of the grievance procedure within seven (7) working days of the termination.

### **ARTICLE 13 NON-DISCRIMINATION**

Section 1. It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, and religion.

Section 2. Management shall not interfere with the rights of employees to become members of the Union. Management shall not discriminate against employees because of Union activity.

Section 3. Management and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, Management and the Union hereby reaffirms their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, or religion.

### **ARTICLE 14 HEALTH AND SAFETY**

Section 1. Stillwater Center will take all reasonable steps to maintain safety and health at Stillwater Center. The union and employees will cooperate with Stillwater Center on all matters pertaining to safety and health.

Section 2. Employees are responsible for reporting any unsafe working condition to the immediate supervisor in charge as soon as said conditions are known.

Section 3. One (1) union member may serve on the Stillwater Center Safety Committee. The Safety Committee shall hear safety complaints, makes recommendations for the prevention of accidents, establish safety training programs, and shall review all accident reports within the nursing department.

Section 4. Employees shall receive adequate time off for purpose of donating blood at Montgomery County Commission sponsored and/or authorized programs, where such blood donor program is conducted at an employer facility.

Section 5. Protective covering will continue to be provided, and three (3) smock type garments will be provided to full-time employees and two (2) smock type garments will be provided to part-time employees. Replacement will be based upon need as determined by management. All items will remain County property. Identification badges will be provided by the County. Replacement of lost badges will be at the employee's expense. These badges will be returned to the County at the time the employee leaves the County service, permanently or for any substantial period of time.

### **ARTICLE 15 WORK RULES**

Section 3-1. Except in an emergency, whenever the employer changes work rules or issues new work rules, the union will be given at least ten (10) calendar days notice prior to the rule(s) being posted. Said rules shall be discussed at the Labor Management Committee

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meeting if one is scheduled before the rules become effective or, if not, at a meeting called for that purpose if the union so requests.

Section 4.2. When existing rules are changed or new rules are established, they shall be submitted to the Union and posted prominently on all bulletin boards for a period for five (5) consecutive work days prior to becoming effective.

Section 2-3. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules when they become effective. New employees shall be provided with a copy of the rules at the time of hire.

#### **ARTICLE 16 SAVINGS CLAUSE**

Section 1. If any provision of this agreement is held to be unlawful by a court of law, Ohio General Assembly or U.S. Congress, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law or legislative authority, both parties to the agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved. However, if the parties are unable to agree within sixty (60) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

#### **ARTICLE 17 PRINTING OF CONTRACT**

Section 1. The County agrees to share the cost of this Agreement with the Union, provided that the Agreement is printed at the employer's facility and on equipment presently maintained by the employer.

The County will provide the union with an electronic copy (PDF version) and one hard copy of the contract.

#### **ARTICLE 18 ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. All other agreements either written or verbal are hereby terminated.

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**ARTICLE 19  
SUCCESSOR CLAUSE**

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

**ARTICLE 20  
HOLIDAYS AND HOLIDAY PAY**

Section 1. Each full-time regular employee is entitled to eight (8) hours of holiday pay for New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day before Christmas, and Christmas Day of each year. Holidays shall occur on the days specified by the Board of County Commissioners except that employees working a normal schedule other than Monday through Friday shall observe Independence Day, Day before Christmas, Christmas Day, New Year's Day and Veteran's Day on the actual date of the holiday. If an employee's work schedule is Monday through Friday a holiday falling on a Saturday will be observed on the preceding Friday and a holiday falling on a Sunday will be observed on the following Monday. If an employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed. Either the actual date of the holiday or the day specified by the Board of County Commissioners shall be observed but not both.

Part-time employees shall be paid holiday pay to a maximum of eight (8) hours for any holiday worked, provided they work their last scheduled work day prior to the holiday and their next scheduled work day following the holiday or are on paid leave.

Section 2. Employees shall be entitled to holiday pay if they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday or are on paid leave. Paid leave shall be defined as approved vacation, paid personal leave, or compensatory time, for the purposes of this Article. Approved long term sick leave for more than three (3) consecutive work days shall also be considered as paid leave for the purpose of this article.

Section 3. Holidays with pay shall be construed as time worked for the purposes of computing overtime, pursuant to the overtime provision of this Agreement.

Section 4. Employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half their regular straight-time hourly rate for hours worked. In addition, they will receive straight time compensation for the holiday in accordance with Section 1 of this article. Time actually worked on a holiday is not considered time in active pay status for overtime calculation because separate compensation (holiday premium pay) is already

being paid.

Section 5. Holidays shall be scheduled as equitably as staffing needs permit.

With the approval of the Manager of Nursing, an employee may trade holidays with another employee who is able to perform the work and who is within the same classification.

## ARTICLE 21 VACATION

Section 1. Vacation leave shall accrue to the employee upon each successive annual recurrence of the anniversary date of his/her employment. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his/her employment; provided the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over his/her accrued vacation leave to the following year. No accrued vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at his/her current rate of pay for the pro-rated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation; and in addition, shall be compensated for any unused vacation leave accrued to his/her credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date.

One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of service with the County and other political sub-division of the State:

1 yr. but less than 6 yrs.	80 working hrs.
6 yrs. but less than 12 yrs.	120 working hrs.
12 yrs. but less than 18 yrs.	160 working hrs.
18 yrs. or more	200 working hrs.

Additionally, each full-time employee may use forty (40) hours of unpaid leave within a year, subject to the same rules and procedures governing entitlement and scheduling of vacation.

Vacation credit and sick leave credit will be given during these forty (40) hours of unpaid leave.

Part-time employees may be granted leave of absence without pay when the efficient operation of the department permits in an amount not to exceed per calendar year the greater of forty (40) hours or an employee's appointment designated hours.

Unpaid leave granted beyond a part-time employee's appointment designated hours will be in accordance with Article 23, Leave of Absence.

All requests for leave of absence without pay must be submitted at least fourteen (14)

calendar days prior to the requested leave date(s).

Section 2. In the case of a death of a County employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.

Section 3. Employees shall be allowed time off for vacation at such time as Management determines. However, the wishes of the employee will be taken into consideration when the efficient operation of the department permits. Management and the Union will discuss the scheduling of vacation time in each department on an annual basis. Employees' vacation requests shall not be unreasonably denied.

Management must answer an employee's vacation request within ten (10) calendar days after the request is submitted. Once approved, a vacation request shall only be cancelled in case of emergency and notification of such shall be given in writing to the employee. If an employee transfers, at his/her request, to a different supervisor or shift after the approval of the vacation request, such request must be resubmitted for reconsideration.

Section 4. Employees may take vacation in increments of two (2) hours. All vacations shall be taken with the prior approval of Management.

Section 5. When a holiday is observed by the County on a day during the Monday through Friday work week, during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation at the request of the employee and the concurrence of Management.

Section 6. Vacation time shall be considered as time worked for the purpose of computing entitlement to time and one-half overtime pay.

## **ARTICLE 22 PAID PERSONAL LEAVE AND LONG TERM SICK LEAVE**

Section 1. Earning of Paid Personal Leave (PPL) and Long Term Sick Leave (LTSL)

A. Paid Personal Leave (PPL) earnings:

Effective January 1, 2008, for each employee in active full time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account at the beginning of the pay period that includes January 1, and shall not be accumulated in the Long Term Sick Leave account. Part time employees in active status, shall be credited with PPL on a prorated basis according to their actual hours worked and in accordance with their appointment designated position hours. Said hours shall be credited to a yearly PPL account at the beginning of the pay period that includes January 1, and shall not be accumulated in the Long Term Sick Leave account. The PPL credit is available for use on the first workday of the year following the observed New Year's Day holiday.

Example: A part-time employee actively at work on January 1, with appointment designated hours of thirty-two (32) hours per bi-weekly pay period, would be credited with 32 hours of PPL. The same employee with appointment designated hours of forty-eight (48) hours per biweekly pay period would be credited with 48 hours of PPL. The same employee with appointment designated hours of fifty-six (56) hours per bi-weekly pay period would be credited with 56 hours of PPL.

Employees returning from a no pay status or hired after January 1 will receive prorated PPL credit based prospectively on the percentage of the year in active employment. Newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of one tenth (1/10) of an hour.

(The above PPL is comprised of the following former contractual types of leave: Sick Leave and Personal Leave.)

- B. Long Term Sick Leave (LTSL) earnings: Employees in active full time status accrue 2.77 hours of paid LTSL for each completed eighty (80) hours of service per biweekly pay period to be credited to a cumulative LTSL account. A maximum of nine (9) days (72 hours) of sick leave for employees in active part time status shall be accrued at the rate of 2.77 hours of paid LTSL for each completed eighty (80) hours of service per biweekly pay period to be credited to a cumulative LTSL account. Credit is given for all time in active pay status, but not for time on leave of absence without pay. Unused LTSL shall be cumulative without limit.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

## Section 2. Usage

- A. Paid Personal Leave (PPL) usage:

PPL is "no fault" leave, meaning it may be used for any purpose. Employees should monitor and manage the use of PPL in order to cover their unplanned absences throughout the calendar year, including illness absences that do not qualify for Long Term Sick Leave. Employees may use PPL for illnesses of one (1) day duration so long as a balance remains in their PPL account. Employee absences of two (2) days or more are covered in accordance with the Long Term Sick Leave (LTSL) provisions of this article as specified in Section 2, B, below. PPL cash incentives provide an end-of-year reward for those who conserve PPL, with the goal of reducing unplanned absences across the County.

When the use of PPL is necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than two (2) hours before the normal starting time of the shift if on first shift. On Saturday, Sunday, Holidays and for second and third shift employees a three (3) hour notice time before the normal starting time of the shift, will be required. Unless notification is given, no PPL will be approved except in unusual cases and then only after approval of the immediate supervisor.

- B. Long Term Sick Leave (LTSL) usage:

Employees may use LTSL from their LTSL account, upon approval by Management.

Employees may use long-term sick leave, upon approval of Management, for absence on

the second day and thereafter due to FMLA, personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Unused sick leave shall be cumulative without limit.

When the use of LTSL becomes necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than two (2) hours before the normal starting time of the shift if on first shift. On Saturday, Sunday, Holidays, and for second and third shift employees a three (3) hour notice time before the normal starting time of the shift, will be required. Unless notification is given, no LTSL will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

For purposes of LTSL usage, "immediate family" is defined as grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, foster child, grandchild, guardian, or any other person who stands in place of parents.

For purposes of LTSL usage, "hospitalization" (in-patient/out-patient) is defined as admission into a surgery center, hospital, hospice or residential medical care facility.

For purposes of LTSL usage, bereavement or "funeral leave" for immediate family shall be granted to the employee for usage of up to five (5) days.

### Section 3. Conversion/Transfer of Paid Personal Leave and Long Term Sick Leave

#### A. Conversion or transfer of Paid Personal Leave (PPL) at year's end:

Any balance of PPL credit that was earned in a year and remains in the account at the end of the year may either be (a) transferred at 100% value to the employee's Long term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. PPL may also be donated in accordance with the policies instituted by Management. Employees may cash out a maximum of five days (40 hours) of PPL credit each year and the cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than December 31 of the year in which it was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

Starting December 2014, any balance of PPL credit that was earned in a year (credit year is on the first workday of the year following the observed New Year's Day holiday through December 31 of that year) and remains in the account at the end of the PPL credit year may either be a) transferred at

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100% value to the employee's Long Term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. PPL may also be donated in accordance with the policies instituted by Management. Employees may cash out a maximum of five days (40 hours) of the PPL credit balance each year. The cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than the pay period that includes January 15 of the year following the year in which PPL was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

All PPL credit balances that are cashed out or transferred are excluded from further conversion. No PPL balance shall be carried forward to a new leave year. Employees eligible to convert PPL credit at year's end must indicate their desire to convert their PPL credit balance, using the conversion form provided for this purpose. If the PPL credit conversion form is not received in the County Human Resources Department by the specified date, any PPL credit balance remaining at the end of the year will be transferred automatically to the employee's LTSL account.

Any employee who separates from service during the year (except in instances of death or retirement with at least ten (10) years PERS service credit) shall not be eligible for cash conversion of his or her unused PPL credit balance. In such case, unused PPL hours will be transferred to the employee's LTSL and held on account. In the event of retirement with 10 years of service or death, the employee's balance of PPL is transferred to LTSL and paid out according to LTSL provisions below.

**B. Long Term Sick Leave (LTSL) Conversion**

Employees hired on or before December 31, 2007 and taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the County shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for the first 3000 hours, up to a maximum of 1500 hours total.

Employees hired on or after January 1, 2008 and taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the County shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for the first 2000 hours, up to a maximum of 1000 hours total.

An employee may convert his or her LTSL credit balance to cash under the provisions of this Article only once.

**Section 4. Transferring Sick Leave Credit**

An employee who transfers to the County from another public agency in Ohio shall be

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credited with the unused balance of his/her accumulated sick leave, provided that the time between periods of public service does not exceed 10 years, upon receipt by the County of written confirmation of the accrued time.

## ARTICLE 23 LEAVE OF ABSENCE

### Section 1. Leave Without Pay

- A. Upon written request, leave without pay for personal reasons, including illness or injury, may be granted for periods not in excess of one hundred eighty (180) calendar days or in the case of intermittent leave not in excess of ninety (90) days upon approval by the County Commissioners. Time on such leave of absence shall not be counted as time in service for purposes of determining seniority (except as provided by Seniority article) sick leave or vacation rights. The total unpaid leave days shall not exceed one hundred eighty (180) calendar days. Upon return from such leave, the employee will be reinstated in his/her old classification, or one of equal grade. The employer will comply with the Family and Medical Leave Act of 1993.
- B. Should an employee wish to return before the expiration of his/her leave without pay, he/she may do so after giving his/her immediate supervisor at least fourteen (14) calendar days notice of his/her wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he/she shall be deemed to be absent without leave, and may be discharged. However, the purpose of his/her failure to return shall be considered.
- D. If an employee requests leave of absence without pay for medical reasons, he/she shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.

### Section 2. Work-related Injury

- A. An employee shall receive his/her straight-time regular day's pay for the date on which he/she was injured, when such injury occurred in the performance of his/her job and when there was no negligence on the part of the employee resulting in his/her injury.
- B. An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he/she received prior to the date of such illness or injury, upon approval of his/her application to return to work. Such application shall be made within one (1) year following the date of the injury. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.

It is the responsibility of the injured employee to inform Management of the estimated length of his/her absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed two (2) weeks following said injury. If an estimation of such absence

cannot be made by the treating physician, then the employee is required to report to his/her immediate supervisor, either by phone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.

- C. If an employee misses work because of a work-related injury, he/she shall receive wage continuation during the twelve (12) weeks immediately following the injury or until he/she is physically able to return to work, whichever is earlier. Wage continuation will only be paid for any time period for which the employee would be eligible for worker's compensation benefits. An injured employee will reimburse the County for any wage continuation payments which are later determined to have been improperly made, for any reason. Payment of wage continuation under this section will be computed on the basis of the employee's base rate of pay. If the employee has not returned to work at the end of the twelve (12) week period, wage continuation will cease and the employee will receive temporary total compensation from the Bureau of Workers' Compensation. The employee may elect to use accrued sick leave in accordance with Montgomery County's sick leave provisions for any time period for which he/she is not currently eligible for wage continuation or workers' compensation benefits.

Additionally, the injured employee may elect to use accrued sick leave after wage continuation ceases. In no event, however, will the employee be permitted to buy back sick leave. An injured employee cannot concurrently receive sick leave or wage continuation and temporary total compensation payments.

In accordance with Montgomery County policy and procedures, in order to qualify for wage continuation, the employee must:

1. Submit a completed Bureau of Workers' Compensation application form.
  2. Submit a signed medical release.
  3. Submit a completed Montgomery County Employee Injury Report.
  4. Submit proper medical documentation
  5. Submit a signed Agreement to reimburse the County for improperly made wage continuation payments.
- D. Any work related injury is to be reported to Management within twenty-four (24) hours of its occurrence. Management may request a statement from the employee's physician when a leave of absence is requested pursuant to this section. If requested by Management for the purpose of investigating or processing a Worker's Compensation claim, the employee shall give a written release for medical information to the County.
- E. The County may require an employee to perform other duties within the limitations of the injury during the period of compensable injury.

Section 3. Management may require a second opinion from a physician of its choosing if leave without pay for medical reasons is requested. Additionally, Management may require an employee to take an examination conducted by a licensed physician of Management's selection to determine an employee's capacity to perform the duties of his/her position. The cost of such examinations shall be paid for by the County.

#### Section 4. Educational Leave

An employee may apply for educational leave after the completion of his/her probationary period with the County. He/she shall be reinstated with full seniority at the completion of his/her leave, provided:

- A. He/she declares his/her intention at the time of application to return to the County

within nine (9) months from the start of his/her leave.

- B. He/she reaffirms this intention in writing every three (3) months from the start of his/her leave.
- C. He/she does so return to work at the County.
- D. If educational leave is not granted, the reason for the denial shall be furnished to the employee in writing.

Such leave shall be without pay.

- E. The County will provide reimbursement for tuition, books and lab fees for full-time and part-time employees to further their potential by attending any accredited school or institution. The annual maximum reimbursement shall be \$2,400.00.

Work-related course reimbursement shall be at 100% to the \$2,400 maximum in accordance with the County's training policies.

To be eligible to apply for reimbursement, the courses must directly improve the employee's value to the County in his/her present position or enhance an employee's chances for advancement to another position within the County.

Additional information for guidance and counseling about the program can be acquired through the County's Human Resources Department, Learning and Performance and Department Directors.

#### Section 5.

##### Military Leave

Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Montgomery County Board of County Commissioners shall not refuse to employ nor discharge an employee because of military membership. Employees "in service" will not be prevented from performing duties when called upon.

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval militia, or is a member of another reserve unit of the armed forces, or is serving in the United States Air Force, Army, Navy, or Marines should be aware of the following:

1. A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. If sick leave time is available, an employee may use up to three (3) days of paid leave for this purpose.
2. Military personnel are entitled to a short-term leave of absence with pay for periods not to exceed 31 calendar and/or 22 working days each calendar year plus up to three (3) travel days if necessary.
3. During this period of thirty-one (31) calendar days and/or twenty-two (22) working days or less of service, the employee may also receive pay for military service with no effect on pay from the County. The employee is required to submit a copy of military orders or other statements in writing from the appropriate military authority as evidence of a call to service.

The time an employee serves on short-term leave of absence for military service will be counted as full service time when computing vacation or sick leave credits.

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4. If an employee serves in an "active duty" status for more than 22 working days or 31 calendar days, he/she will be considered to be long-term military leave of absence without pay. Employees must have been working for Montgomery County for at least 90 calendar days to be granted this status. The employee on long-term military leave will receive the difference between his/her gross monthly wage or salary as a County employee and the sum of his/her gross uniformed pay and allowances received that month, for a period not to exceed three hundred and sixty-five (365) calendar days, including the short-term leave period. Vacation and sick leave hours benefits will not be accrued during a long-term military leave of absence without pay. However, for purposes of retirement and seniority, time in active duty will be accredited to the employee's service record in accordance with Paragraph 5.
5. If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, he/she may, through the Human Resources Director, request reemployment with Montgomery County. This request must be in writing and must be submitted within 90 calendar days of release from active duty. The County will then return him/her to either his/her former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though he/she had been actively employed at the County.
6. All other benefits will be granted in accordance with applicable policies and procedures instituted by Management.

Section 6. Legal Process Section

Employees shall be paid at their regular rate of pay for time spent in jury duty or as a witness subpoenaed to offer testimony in an action in which said employee is not a party to the action provided that all compensation received from a court for jury service or for witness fees shall be paid by the employee to the County Treasurer. An employee shall not be compensated for time spent on leave granted to pursue legal action either as a plaintiff or a defendant.

Section 7. When employees take any of the above-mentioned leaves of absence, they shall receive from Management, in writing, notice of all requirements for returning from leave. A copy of said notice shall be signed by the employee and placed in the employee's personnel record.

**ARTICLE 24  
HEALTH AND WELLNESS BENEFITS**

Section 1. Eligibility

All full-time employees who meet the eligibility requirements will be entitled to participate in the County's group health programs in accordance with the County's Section 125 Plan.

Regular part-time employees who are appointed at 21 hours per week or more and who meet the eligibility requirements will be entitled to participate in the County's group health program in accordance with the County's Section 125 Plan.

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Section 2.

Employee Cost

Employees who elect healthcare coverage will pay according to the following schedule:

Coverage Level	Monthly Payroll Deduction Effective through 6/30/2015	
	Buy-Up Plan	County Plan
Employee only	\$185.00	\$25.00
Employee+Child(ren)	\$245.00	\$30.00
Employee + Spouse	\$255.00	\$35.00
Family	\$315.00	\$45.00

The County will contribute the difference between the fully insured equivalent for the level of coverage elected by the employee and the employee's monthly payroll deduction.

For the plan year beginning July 1, 2015, employees shall pay the same rates as established in the Montgomery County Commissioners benefits program.

Employee payroll deductions will be made on a pre-tax basis in accordance with a schedule established by the County and subject to all provisions of the County's Section 125 Plan.

The County will contribute the difference between the employee contribution for the level of coverage elected by the employee and the plan funding rate.

Section 3.

Waiver of Coverage

Full-time employees who are eligible for healthcare coverage with the County may, upon proof of other healthcare coverage and, if applicable, proof of eligible dependents, waive coverage as provided by the County. Employees who elect to waive the County's healthcare coverage will be paid the following monthly amounts:

- Employee Only: \$57.50 per month
- Employee plus Child(ren): \$90.00 per month
- Employee plus Spouse: \$100.00 per month
- Family: \$120.00 per month

Employees, whose spouse also works for the County and is eligible for healthcare coverage under the County's plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can elect Employee Only, or one can elect Employee plus One or Family Coverage with the other declining. In all cases, any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive the monthly waiver.

Section 4.

Flexible Spending Account

Employees may contribute to the Flexible Spending Account (FSA), either the healthcare account or the dependent care account or both, by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all the provisions of the County's Section 125 Plan and the IRS.

Section 5.

Group Life Insurance

The County will provide \$50,000 of group term life insurance to all full-time employees for the duration of this agreement. Management will pay for the entire cost of this basic group life insurance. The County will also provide optional supplemental term life insurance which employees may choose to purchase. The entire cost of the supplemental insurance will be deducted from the employee's wages on a pre-tax basis

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in accordance with a schedule established by the County and subject to all provisions of the County's Section 125 Plan.

Section 6. Unpaid Status  
Employees who exhaust their paid leave status must prepay the County for all benefit contributions or all coverage will be terminated effective the first of the month for which payment was not received.

Section 7. Benefits Plans  
The benefits provided for herein will be provided through plans, programs and/or group coverage selected by the County.

## ARTICLE 25 HOURS OF WORK AND OVERTIME

Section 1. The normally scheduled hours of work shall consist of eight (8) hours per day, including a paid meal period of one-half (½) hour.

Section 2. The County shall pay overtime at the rate of time and one-half for all hours worked in excess of eighty (80) hours in a bi-weekly (every two weeks) pay period. The County shall pay overtime at the rate of time and one-half of the regular time hourly rate (including shift differential) for all mandatory hours provided the employee physically works eight (8) hours that day. Mandatory hours will be announced as soon as management is aware of the need. Efforts will be made to provide 60 minutes advance notice, except in cases of emergency. Mandatory hours will be assigned on a rotating basis to the least senior 1199 bargaining unit employee on duty.

A. Full-time regular and part-time employees who have worked overtime payable at time and one-half may take compensatory time at the rate of time and one-half in lieu of pay at the overtime rate.

B. Employees shall be permitted to take compensatory time within six (6) months from the date it was earned. An employee may not earn in excess of forty-eight (48) hours ( $32 \times 1 \frac{1}{2} = 48$  hours) in a calendar year.

C. Part-time employees may elect straight time compensatory time for non-overtime extra hours worked as follows: part-time employees may earn to a maximum of seventy-two (72) straight time compensatory hours in a calendar year. This straight-time compensatory time shall be limited to a maximum of eight (8) hours for each sixteen (16) hours of straight time extra time worked. Part-time employees shall be permitted to take straight-time compensatory time within six (6) months from the date it was earned. This provision must be in compliance with the Fair Labor Standards Act.

Section 3. 1199 bargaining unit employees shall be given opportunity to work available hours prior to non-1199 bargaining unit employees. Available hours include extra time and overtime hours.

Section 4. Overtime premiums shall not be pyramided, compounded or paid twice for the same time worked.

Section 5. All authorized overtime hours worked by employees shall be recorded daily, and a list of employees and overtime shall be prepared on a bi-weekly (every two weeks) basis by supervisors. This list shall be available to all affected employees; Union delegates may

review bargaining unit members' overtime list upon request. The opportunity to work overtime shall be equitably distributed. No employee shall be required to work more than two (2) consecutive shifts.

Section 6. Paid vacation time, injury leave time, personal leave, and paid holidays shall be counted as time worked for the purposes of computing entitlement to time and one-half overtime.

Section 7. Alternative Scheduling Options  
The parties agree that any proposed changes to hours of work shall be negotiated between the parties.

## **ARTICLE 26 WAGES**

Section 1. Contingent upon agreement and ratification by union membership, wage increases during the term of this agreement shall be as follows:

Effective upon ratification, all full-time employees in active pay status shall receive a one-time lump sum payment of \$350, all part-time employees in active pay status shall receive a one-time lump sum payment of \$175, and all intermittent employees in active pay status shall receive a one-time lump sum payment of \$100 payable within thirty (30) days of the ratification.

Effective the beginning of the pay period that includes April 1, 2014, all employees who are in an active pay status, will receive a 2.5% pay increase to their base pay. Bargaining unit members whose pay is at the top of the scale shall receive 1% of their increase as a lump sum payment, and 1.5% pay increase to their base pay. The lump sum amount is PERS eligible and shall be paid within 30 days of ratification of this agreement. The 1% lump sum payment for full-time employees shall be based on 2080 hours and this amount shall be pro-rated for part-time and intermittent employees based on the hours assigned to their specific position.

Effective the beginning of the pay period that includes April 1, 2015, all employees who are in an active pay status will receive a 2% pay increase to their base pay. Bargaining unit members whose pay is at the top of the scale shall receive all or part of their increase as a lump sum payment in the amount of 2.0%. The lump sum amount is PERS eligible.

Not earlier than 60 days prior to March 31, 2016, either party may, by written notice, reopen the contract for the purpose of negotiating wages for 2016-2017.

Section 2. Shift Differential

- A. When a regular full-time or regular part-time employee works fifty percent (50%) or more of his/her regularly scheduled shift, excluding overtime, between the hours of 2:00 p.m. and 10:00 p.m., that employee is entitled to one dollar (\$1.00) an hour shift differential for all hours worked in addition to his/her base rate of pay.
- B. When that person works fifty percent (50%) or more of his or her regularly scheduled shift, excluding overtime between the hours of 10:00 p.m. and 6:00 a.m., that employee is entitled to fifty cents (.50¢) an hour shift differential for all hours worked in addition to his/her base rate of pay.
- C. When an employee is scheduled to work on a holiday, as part of his/her regularly scheduled shift, that employee shall receive the shift differential for both his/her regularly scheduled work hours and holiday pay.

D. A weekend shift differential of One dollar (\$1.00) per hour shall be paid to regular full-time and regular part-time employees for each hour worked on a regularly scheduled shift between the hours of 6:00 a.m. Saturday and 5:59 a.m. Monday.

Section 3. The employer may temporarily assign an employee to perform job duties in a higher classification. An employee required to work and perform the substantial duties in a higher classification on a temporary basis will be paid in the higher pay range which represents at least a 3% increase over the employee's present wages.

Temporary rates shall apply to any employee who is required to work and perform the substantial duties of a higher classification for a period of one (1) week or more, except those duties which are incidental to the duties set forth in the description of duties of the employee's regular classification assignment.

## **ARTICLE 27 EVALUATIONS AND MERIT INCREASES**

Section 1. All employees in the County will be evaluated at least once annually, thirty (30) days prior to the anniversary date of their hire with Montgomery County.

Section 2. Both the employee and the supervisor shall participate in the evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her immediate supervisor and to sign the evaluation form to indicate that he/she has done so, although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation. In the event an employee refuses to sign an evaluation form, the supervisor and the employee may each call another employee as a witness to the refusal to sign and shall sign as a witness to the employee's refusal to sign the form. Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee, and become a permanent part of the employee's record. The employee shall receive a copy of the evaluation at that time and the evaluation shall be placed in the employee's personnel file. Once an employee has signed the evaluation form, Management shall not make any further changes.

Section 3. Unsatisfactory evaluations must be preceded by at least a written notice given when the employee's performance falls below acceptable standards. The notice will specify the areas in which the performance is unsatisfactory.

Section 4. Upon receiving a satisfactory evaluation by his/her supervisor, the employee shall be recommended for a merit increase to the next step in the progressive pay plan.

Employees are eligible for step increases, upon a satisfactory evaluation. When an employee receives a less than satisfactory evaluation, it may be appealed at the third step within five (5) working days of receipt of the evaluation. For the period of September 30, 2013, through March 31, 2016, no step increases will be given to employees regardless of their performance evaluation rating. Not later than 60 days prior to March 31, 2016, the parties may reopen negotiations to discuss the possibility of merit based pay adjustments beyond 2016.

For purposes of evaluation, a promoted employee's anniversary date is the effective date of the promotion.

**ARTICLE 28**  
**DURATION OF THE CONTRACT**

This Agreement shall become effective as of the ratification of both parties and shall remain in full force and effect for the covered employees until March 31, 2017.

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than seventy (70) calendar days prior to the expiration date and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties shall set the date to commence negotiations within fourteen (14) calendar days upon receiving notice of intent to modify or amend this Agreement, unless the parties mutually agree otherwise.

**ARTICLE 29  
DEFINITIONS**

Day means calendar day unless otherwise expressly stated.

Flextime is defined as a modified work schedule that gives an employee a flexible schedule in terms of reporting times and days of the week worked.

Promotion is defined as the advancement of an employee to a position which is assigned a higher pay range than the one currently held by the employee.

Employee means an individual hired or appointed by the Board of Montgomery County Commissioners. Only those employees in the appropriate bargaining unit defined in Article I, Recognition, are covered by this Agreement.

Member means eligible bargaining unit member.

Overtime is defined as work in excess of eight (8) hours a day or eighty (80) hours a bi-weekly pay period, except where modified by an agreement between Management and the Union.

Nurse is defined as a Registered Nurse or a Licensed Practical Nurse.

Vacancy is defined as an unfilled position for which the Board has approved recruitment.

Anniversary Date of Hire for purposes of evaluation is the date of original appointment or hire or the effective date of last promotion (excluding temporary upgrades or movements). An employee will be eligible for no more than one merit increase annually.

Calendar Days any day of a calendar year includes work days, working days, holidays, vacation, etc., except as modified in Article 10, Section 5.

Intermittent leave is approved leave taken in separate blocks of time due to a single qualifying reason that reduces an employee's usual number of working hours per pay period for a definite period of time not to exceed 90 calendar days.

**APRIL 1, 2014 – MARCH 31, 2016 DISTRICT 1199 PAY PLAN**

**Licensed Practical Nurse**

Entry – Step P:        \$17.58/\$36,566.40

Top – Step I:         \$23.29/\$48,452.04

**In-Service Education Infection Coordinator**

Entry – Step P:        \$21.01/\$42,700.80

Top – Step I:         \$27.79/\$57,804.65

BW

# GRIEVANCE PROCESS FLOWCHART

SEIU 1199

Informal Discussions/Mediation

Matter is Resolved

Step 1 – Immediate Supervisor/Manager

File within 10 calendar days; meet within 7 calendar days; reply within 7 calendar days

Matter is Resolved

Step 2 – Human Resources Manager

File within 7 calendar days; meet within 7 calendar days; reply within 7 calendar days

Matter is Resolved

Step 3 – County Human Resources

File within 7 calendar days; meet within 14 calendar days; reply within 14 calendar days

Matter is Resolved

Arbitration

File within 11 calendar days;  
selection timeframe unspecified;  
reply within 30 calendar days

end

**RESOLUTION NO. 14-0689  
MAY 20, 2014**

**RESOLUTION AUTHORIZING THE APPROVAL OF THE 2014-2017 CONTRACT BETWEEN THE BOARD OF MONTGOMERY COUNTY COMMISSIONERS AND DISTRICT 1199, THE HEALTH AND SOCIAL SERVICE UNION, SEIU, WIN, CLC.**

WHEREAS, the Board of Montgomery County Commissioners and District 1199, The Health Care and Social Service Union, SEIU engaged in good faith bargaining.

WHEREAS, such good faith bargaining will serve to resolve differences to the mutual satisfaction of the parties and create a harmonious working relationship for all parties concerned.

NOW, THEREFORE, BE IT RESOLVED that the 2014-2017 Contract between the Board of Montgomery County Commissioners and District 1199, The Health Care and Social Service Union, SEIU, Win, CLC is hereby approved by the Board of Montgomery County Commissioners.

BE IT FURTHER RESOLVED that the Clerk certify this Resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at <http://www.mcoho.org/>.

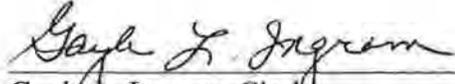
L  
D  
J

Mrs. Lieberman moved the adoption of the foregoing resolution. It was seconded by Ms. Dodge, and upon call of the roll the following vote resulted:

Mrs. Lieberman, aye; Ms. Dodge, aye; Mr. Foley, aye: Carried.

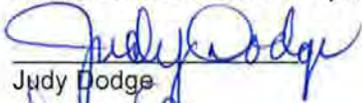
I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 20<sup>th</sup> day of May, 2014.

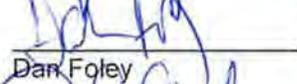
THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

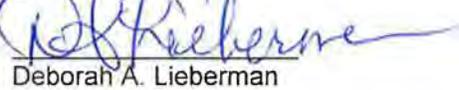
  
Gayle L. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio

IN WITNESS WHEREOF, the Parties to this Agreement (2014-2017 labor contract with District 1199, The Health Care and Social Service Union, SEIU, Change to Win, CLC) have set their hands this 6th day of May, 2014.

**BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, OHIO**

  
\_\_\_\_\_  
Judy Dodge

  
\_\_\_\_\_  
Dan Foley

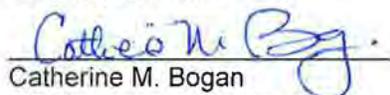
  
\_\_\_\_\_  
Deborah A. Lieberman

**ON BEHALF OF MANAGEMENT:**

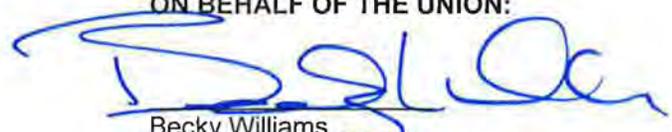
  
\_\_\_\_\_  
Stephanie R. Echols, M&HR  
County Human Resources Director

  
\_\_\_\_\_  
Patricia Baird  
County HR Representative

\_\_\_\_\_  
Michelle Pierce-Mobley  
Director, Stillwater Center

  
\_\_\_\_\_  
Catherine M. Bogan  
HR Manager, Stillwater Center

**ON BEHALF OF THE UNION:**

  
\_\_\_\_\_  
Becky Williams  
President, SEIU/District 1199,  
The Health Care and Social Service  
Union, Service Employees International  
Union, Change to Win, CLC

# Contract Information Summary

**Chapter:** Board of County Commissioners of Montgomery County, Ohio **Contract Grade\*** \_\_\_\_\_  
(Full, Proper Name) LTC Team Only

**Type:**  SERB (Circle one) NLRB (Circle one)  
 Public Sector (Circle one)  Private Sector (Circle one)

**Industry:** (Circle one)

Nursing Home Hospital MR/DD Mental Health Homecare

Library COA Higher Ed Head Start

Other: Skilled Care Facility

**Effective Dates (beginning and ending):** April 7, 2014 to March 31, 2017

**Estimated number in the Bargaining Unit:** 25

**Wage Increases, in percentage, each year of the agreement:**

Year <u>2014</u>	<u>\$350 lump/pro-rate as well</u>	Year <u>2016</u>	<u>re-opener</u> %
Year <u>2014</u>	<u>2.5</u> %	Year _____	_____ %
Year <u>2015</u>	<u>2.5</u> %	Year _____	_____ %

**Health Insurance:**  Yes (Circle one)  No (Circle one) **Article:** 25  
If yes, SEIU Plan:  Yes  No (Circle one)

**Percentage Premiums:** \$185/\$25 Single  
(All Plans) \$315/\$45 Family  
\$255/\$35 Employee/Spouse  
245/\$30 Employee/Child

**Number of Holidays:** 11 **MLK Day?**  Yes  No (Circle one) **Article:** 20

**Sick Days:** Long Term Sick Leave **Article:** 22 **PTO?**  Yes  No **No. of Days** 10

**Funeral Leave:** Listed under Art 22-LTSL- up to 5 days- Art 22- 2-B **Article:** 22

**Union Leave**  Yes  No (Circle one) **Length:** 100 hours annually **Article:** 4

**Notification Requirements:** no time frame

**Part Time Benefits?**  Yes  No (Circle one) **If yes, Pro-Rated?**  Yes  No (Circle one)

**PAC/COPE Checkoff:**  Yes  No (Circle one) **Article:** 3

**Paid Delegate Training:**  Yes  No (Circle one) **Article:** 4- if they have the comp time

**Common Industry Expiration Date:** Yes  No (Circle one)

The negotiating Committee proofed this collective bargaining agreement and it is consistent with the Tentative Agreements (TA') and the unsigned language that we bargained. (Circle one)  Yes  No

I have proofed this collective bargaining agreement and it is consistent with the Tentative Agreements (TA's) and the unsigned language as it was bargained.

ORGANIZER SIGNATURE: Emily Paine

COORDINATOR SIGNATURE: John Brown

Coordinator Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Electronic Version Provided:  Yes  No (Circle one)