

13-MED-08-0871

2014 FEB 23 PM 3:09

1028-04

K#30573

COLLECTIVE BARGAINING AGREEMENT

Between

**HANCOCK COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

And

OAPSE/AFSCME LOCAL 4, AFL-CIO

AND ITS LOCAL 023

NOVEMBER 26, 2013– NOVEMBER 25, 2016

TABLE OF CONTENTS

- ARTICLE 1 PREAMBLE/PURPOSE
- ARTICLE 2 UNION RECOGNITION
- ARTICLE 3 MANAGEMENT RIGHTS
- ARTICLE 4 NONDISCRIMINATION
- ARTICLE 5 UNION REPRESENTATION/UNION RIGHTS
- ARTICLE 6 DUES DEDUCTION
- ARTICLE 7 FAIR SHARE FEE/MAINTENANCE OF MEMBERSHIP
- ARTICLE 8 GRIEVANCE PROCEDURE
- ARTICLE 9 CORRECTIVE ACTION
- ARTICLE 10 SENIORITY
- ARTICLE 11 LAYOFF AND RECALL
- ARTICLE 12 JOB POSTING AND BIDDING
- ARTICLE 13 JOB DESCRIPTIONS/JOB DUTIES
- ARTICLE 14 HOURS OF WORK AND OVERTIME
- ARTICLE 15 CALAMITY DAYS
- ARTICLE 16 DISSEMINATION OF AGREEMENT/WORK RULES
- ARTICLE 17 JOB SECURITY
- ARTICLE 18 LABOR MANAGEMENT COMMITTEE
- ARTICLE 19 PERFORMANCE EVALUATIONS
- ARTICLE 20 PERSONNEL FILES
- ARTICLE 21 EMPLOYER REQUIRED TRAINING/
CERTIFICATION/LICENSING

ARTICLE 22 EXPENSE REIMBURSEMENT

ARTICLE 23 SICK LEAVE

ARTICLE 24 VACATION LEAVE

ARTICLE 25 [RESERVED]

ARTICLE 26 DISABILITY LEAVE

ARTICLE 27 PERSONAL LEAVE DAYS

ARTICLE 28 PERSONAL LEAVE OF ABSENCE WITHOUT PAY

ARTICLE 29 HOLIDAYS

ARTICLE 30 MEDICAL INSURANCE COVERAGE

ARTICLE 31 WAGES

ARTICLE 32 PROBATIONARY PERIOD

ARTICLE 33 SEVERABILITY

ARTICLE 34 DURATION OF AGREEMENT

ARTICLE 35 MUTUAL AGREED UPON DISPUTE RESOLUTION

ARTICLE 36 CODE OF PROFESSIONAL CONDUCT

ARTICLE 37 NURSES PROVISIONS

**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1 This Agreement is entered by and between the Hancock County Board of Developmental Disabilities hereinafter referred to as the “Employer” or the “Board”, and the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #023, hereinafter referred to as the “Union”, and has as its purpose the following:

To comply with the requirements of Ohio Revised Code Chapter 4117; to set forth the agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; the establishment of an equitable and peaceful procedure for the resolution of disputes and differences which may arise between the Union and the Employer concerning the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit.

No grievance filed pursuant to Article 8 of this Agreement shall cite this Preamble/Purpose as the sole basis for filing of the grievance.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees included in the bargaining unit as certified by the State Employment Relations Board. Included in the bargaining unit are all employees in the classification of Adult Service Provider employed by the Employer in its Adult Workshop (Blanchard Valley Industries) and all full-time employees in the classification of LPN employed by the Employer. All other employees of the Employer, including all confidential employees, management employees and supervisors as defined under Ohio Revised Code Chapter 4117, are excluded from the bargaining unit.

Section 2.2 If the Employer reclassifies or re-titles any bargaining unit employee classification set forth in paragraph 2.1, such reclassification or re-titling shall be subject to recognition in the bargaining unit, unless by statute the reclassification or re-titling requires recognition in a separate bargaining unit. If a separate bargaining unit for re-titled or reclassified employees is required by statute, the Employer shall voluntarily recognize OAPSE as the exclusive representative, upon a demonstration of support from employees in the newly defined bargaining unit in the amount of fifty percent plus one (50%+1). Upon such demonstration of support, this Agreement shall then govern the terms and conditions of employment of the new bargaining unit and either party shall then be entitled to open bargaining to address inapplicable articles or additional articles as needed.

Section 2.3 Wherever the term “employee” is used in this Agreement, it shall be understood to refer to those persons who have been determined appropriately in the bargaining unit in accordance with the provisions of this Article.

Section 2.4 Should the Employer create a new position(s), the Employer will notify the Union within 10 calendar days of creating the new position and shall discuss the recognition status of such new position with the Union. The Union reserves all statutory rights to petition the State Employment Relations Board to determine whether the position is included or excluded from bargaining unit recognition.

Section 2.5 Nurses who are regularly scheduled to work seventy (70) hours or more per bi-weekly pay period are full-time employees who are members of this bargaining unit. Nurses who are regularly scheduled to work less than seventy (70) hours per bi-weekly pay period are not full-time employees and are not members of this bargaining unit. Any reference to part-time employees in this Agreement does not apply to Nurses.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of the services to be delivered by the Employer;
- C. To determine the Employer’s overall budget;
- D. To determine how technology may be utilized to improve the Employer’s operations;
- E. To determine the Employer’s organizational structure;
- F. To direct, supervise, evaluate, and hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer’s operations;
- H. To determine the overall methods, processes, means or personnel by which the Employer’s operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees, as modified or restricted by the terms of this Agreement;
- J. To determine the adequacy of the Employer’s work force;
- K. To determine the overall mission of the Hancock County Board of DD as a unit of government;
- L. To effectively manage the work force;
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 3.2 Notwithstanding any other provisions of this Agreement, the Employer retains the right to carry out statutory mandates and goals and may, in furtherance thereof, promulgate work rules and/or regulations, policies, procedures, or directives which are not in violation of the provisions of this Agreement.

Section 3.3 The parties recognize that this Agreement is in effect for its duration, but also recognize that exigent circumstances unforeseen at the time of negotiations may necessitate a modification of this Agreement or that legislative action by a higher level body enacted after the effective date of this Agreement may require a change in the Agreement to conform to statute. In such circumstances, the parties shall engage in good faith bargaining over the required modification until ultimate impasse. Ultimate impasse, as used in this Article, means that the parties have bargained in good faith over the proposed modification and have engaged in mediation through FMCS but have failed to reach agreement on the subject. Once ultimate impasse occurs, the Employer may elect to implement its last best proposed modification.

Section 3.4 All agency's policies and procedures remain in effect and said policies and procedures control unless there is a direct override of a policy or procedure by specific provisions of this agreement.

Section 3.5 The employer retains the right to promulgate reasonable work rules. Said work rules shall control unless overridden by a specific provision of this agreement. Work rules are grievable.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 Both the Employer and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice ends, and other similar constitutional and statutory requirements.

Therefore, both the Employer and the Union hereby reaffirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

Section 4.2 The Employer and the Union recognize the right of all employees and all applicants for employment to be free to join and the right not to join the Union and to participate in the rights guaranteed pursuant to Ohio R.C. Chapter 4117. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union membership or non-membership, or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 5
UNION REPRESENTATION/UNION RIGHTS

Section 5.1 The Employer agreed to permit Union staff representatives who are not employees of the Employer access to the Employer's premises during the Employer's normal business hours for the purpose of conducting Union business. Such staff representatives also shall be permitted access to the Employer's facilities for any scheduled Union meeting to be held on the Employer's premises. Union meetings upon the Employer's premises are subject to space availability and scheduling must be approved by the Employer. The Union agrees that visitations by Union staff representative shall not interfere with the work duties of the employees except to the extent otherwise authorized. All union representatives entering the Employer's facilities during normal business hours to conduct union business shall notify the Employer before entering the Employer's property.

Section 5.2 The Employer also shall recognize as Union representatives the President, Vice President, Secretary and Treasurer of the Local as well as any grievance committee chairperson(s) and/or steward. Stewards shall be members of the bargaining unit. The Union shall provide to the Employer an official roster of its employee and non-employee Union representatives which is to be kept current at all times and shall include the name, address, home telephone number, immediate supervisor and Union office/position held of the employee Union representatives. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's status as such.

Section 5.3 All disciplinary hearings, grievance proceedings and arbitrations shall be held on work time of the affected employee(s), who shall attend such proceedings without loss of pay, unless scheduled outside work time by mutual agreement of the Union and the Employer. During working hours, on the Employer's premises, and without loss of pay, one employee Union representatives shall be allowed to (1) attend labor/management meetings; (2) consult with the Employer or its representatives concerning the enforcement of any provision of this Agreement; and (3) attend grievance hearings or disciplinary conferences on behalf of bargaining unit members. Employee Union representatives must notify their supervisor prior to attendance at such meeting so that coverage can be arranged.

Section 5.4 The Union and its representatives may use the Employer's interagency mail system to distribute mail for Union purposes.

Section 5.5 Each calendar year, up to 2 bargaining unit members shall be permitted to leave with pay to attend the annual OAPSE State Conference.

The paid leave granted under this section shall be no more than 2 days for each of the employees taking such leave, provided, however, that an employee may, with

proper notice and approval, use personal or vacation leave for additional time to attend the Conference. The Union shall notify the Employer in writing of the delegate status of any individual taking leave to attend the OAPSE State Conference at least 60 calendar days prior to the first day of the leave. Employees attending OAPSE conferences shall be permitted to use accrued vacation leave, personal leave, compensatory time or unpaid leave for any additional time needed to attend OAPSE conferences.

Section 5.6 The Employer shall provide the Local President with a copy of the agenda of each board meeting, regular or special, of the Hancock County Board of Developmental Disabilities. The agenda shall be provided to the Local President two working days in advance of the relevant board meeting. The Employer also shall provide the Local President with a copy of the minutes of each board meeting, regular or special, of the Hancock County Board of Developmental Disabilities as soon as such minutes are adopted and printed.

ARTICLE 6 DUES DEDUCTION

Section 6.1 The Employer will deduct Union dues, initiation fees, and assessments from the wages of bargaining unit members who authorize such deductions in writing and shall remit such sums, together with a list of the names of the employees and the amount deducted, to the Union's State Treasurer. Deductions shall be made once per month and submitted to the Union State Treasurer within 15 calendar days. Written authorization for such dues deduction shall be presented to the Employer and the Employer shall make such deductions from the payroll check for the next pay period in which dues are normally deducted. Dues deductions shall be made from payroll opposite the medical insurance premium deductions.

Section 6.2 Other than to make the payroll deductions provided herein and to remit the same to the Union, the Employer assumes no financial obligation arising out of the provisions of this article. The Union will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employees arising from deductions made by the Employer pursuant to this article. The Employer will not honor any deduction authorization executed in favor of any other labor organization.

ARTICLE 7 FAIR SHARE FEE/MAINTENANCE OF MEMBERSHIP

Section 7.1 60 day following (1) the beginning of employment of each bargaining unit employee, or (2) the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of continued employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the

fair share fee amounts and of any changes in the amounts of dues deduction. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union, except that written authorization for deduction of fair share fee is not required.

Section 7.2 Any bargaining unit member who executes an OAPSE Membership Application and submits the executed application to a Local Officer or to the Union State Office shall become a member of the Union.

Any employee who becomes a member of the Union shall remain a member of the Union and may not resign or withdraw from membership during the duration of this Agreement, except that a member may withdraw from the membership by submitting a written letter stating his or her intent to withdraw during the last 10 calendar days this Agreement is effective. In order to be effective, such written withdrawal from membership shall be sent *via certified mail* to the Union State Treasurer, at the Union State Office, 6805 Oak Creek Drive, Columbus, Ohio, 43229, so that the withdrawal arrives *during* the 10 calendar day period specified herein. Any withdrawal which does not arrive at the office of the Union State Treasurer in Columbus, Ohio *during* the specified 10 calendar day period shall not be effective and any previously executed membership application shall remain effective and may not be withdrawn until the next period specified by any successor collective bargaining agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 The term “grievance” shall mean an allegation by a bargaining unit member or members that there has been a violation, misinterpretation, or improper application of any specific, express provision of this Agreement. The term “grievant” shall mean a bargaining unit member, or a group of bargaining unit members alleging that a violation, misinterpretation, or improper application of any provision(s) of this Agreement has occurred. The term Union Representative(s) shall mean a member of the Local Union designated for the purpose of processing a grievance and the Union Field Representative assigned to service the Local.

Section 8.2 All grievances must be timely filed. All grievances must be processed in the proper sequence of steps in order to be considered at subsequent steps.

Section 8.3 Any Employee may withdraw a grievance at any point by submitting a written statement indicating the desire to withdraw the grievance. Any grievance which is not processed by the grievant within the time limits set forth herein shall be considered resolved based upon the Employer’s answer at the step at which the grievance last was processed.

Section 8.4 The time limit at any step of the grievance procedure may be extended upon mutual consent of the parties.

Section 8.5 It is the desire of the Employer and the Union to provide for prompt adjustment of grievances, with minimum amount of interruption of work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible.

In furtherance of this objective the following procedures shall be utilized in processing grievances:

INFORMAL STEP:

Recognizing that potential grievances can sometimes be avoided if all concerned are aware of the perceived problems, employees are encouraged to meet with their supervisors to discuss the facts giving rise to a contemplated grievance.

STEP 1:

No later than 15 calendar days after the grievant reasonably could have been expected to know about the incident(s) giving rise to the grievance, but in no case exceeding 30 calendar days after the incident, the employee and/or the Union representative may present the grievance in writing to the Employee's Director. Such written presentation of the grievance shall constitute initiation of the grievance at Step 1 of this grievance procedure. If more than one incident gives rise to a grievance than the time for filing the grievance at Step 1 begins to run from the occurrence of the last multiple incidents. Within 10 calendar days after the written grievance is presented at Step 1, the Supervisor shall investigate the alleged violation and meet with the Union representative in an attempt to resolve the grievance. The Supervisor shall respond in writing to the grievant and the Union representative within 10 calendar days following the Step 1 grievance meeting.

STEP 2:

The parties may mutually agree to submit the grievance to mediation to be conducted through the services of FMCS. Such request must be made within 10 calendar days following the Director's written response at Step 1 being delivered to the grievant and the Union representative.

STEP 3:

Arbitration: If the grievance is not satisfactorily resolved at Step 1 and the parties do not agree to mediate the grievance at Step 2, or if the grievance is not satisfactorily resolved following Step 2 mediation, the Union may make a written request that the grievance be submitted to arbitration, which shall constitute advancing the grievance to Step 3 of the grievance procedure. A notice for arbitration must be submitted to the Superintendent within 30 calendar days following the date that the parties failed to resolve the grievance at Step 1, or if

the parties agree to mediate the grievance, the date the parties failed to resolve the grievance at Step 2. The Union shall be responsible for requesting a list of 7 impartial arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Either party may reject the list prior to striking names and request from FMCS up to 2 additional lists. The Union shall strike the first name and then the parties shall alternately strike the names of the arbitrators until 1 name remains.

Section 8.6 The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles or Sections in this Agreement. He or she may not add to, subtract, modify or in any way amend the terms of this Agreement in rendering his or her award. The Arbitrator's award may not alter the Employer's statutory responsibilities under state and federal law. In cases of discharge or suspension, the arbitrators shall have the authority to recommend modification of said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the scope of the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 8.7 The decision of the arbitrator shall be and is final and binding on both parties. Any cost for obtaining the list of arbitrators, and all cost for the services and expenses of the arbitrator shall be split and paid in equal proportions by both parties. Expenses of any witnesses shall be borne by the party calling the witness. The cost of a hearing room, if not held at the Employer's facility, shall be shared equally by both parties. The party requesting a transcript of the hearing shall pay the cost of obtaining such. The cost of obtaining a transcript of the hearing shall be equally divided if both parties request a copy.

Section 8.8 All grievances must contain the following information to be processed and must be filed using the grievance form mutually agreed upon by both parties.

- A. Grieving employee's name and signature;
- B. Grieving employee's classification;
- C. Date grievance was filed in writing;
- D. Date grievance or event giving rise to grievance occurred;
- E. Time the grievance occurred, if appropriate;
- F. A brief description of the incident giving rise to the grievance;
- G. Articles and Sections of the Agreement violated;
- H. Desired remedy to resolve the grievance.

The agreed-to grievance form shall be made available to any employee requesting such either through his or her supervisor or a local Union representative.

Section 8.9 At each step of the grievance procedure the grievance shall submit the original grievance and all previous responses from the Employer. The Employer representative shall make a copy for his file and shall return the original grievance with his or her written response.

Section 8.10 When an employee covered by this Agreement chooses to represent himself or herself in the presentation of a grievance, the adjustment of the grievance shall be consistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the Union President and the Union Field Representative will be notified of the Union's right to be present at the adjustment of the grievance.

ARTICLE 9 CORRECTIVE ACTION

Section 9.1 No employee shall be reduced in pay or position, suspended with pay, suspended without pay, discharged, removed or disciplined except for just cause.

Section 9.2 All disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with disciplinary action taken by the Employer may file a grievance in accordance with the grievance and arbitration procedure contained in this Agreement.

Section 9.3 Whenever the Employer and/or appropriate designee determines that there may be cause for an employee to be suspended, reduced or discharged, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference shall be conducted in accordance with the following:

- A. A minimum of three (3) work day's in advance written notice of the conference shall be mailed or personally delivered to the affected employee(s) and delivered to the Local Union President. The notice shall contain the date, time, and place of the conference, and a general statement of the alleged misconduct;
- B. An audio recording of the conference can be made only with the mutual agreement of the parties;
- C. The affected employeec(s) may elect to have a Union representative as defined in Section 2.3 present at any such pre-disciplinary conference;
- D. An employee may elect in writing to waive the opportunity to have a pre-disciplinary conference;
- E. Absent extenuating circumstances (such as when additional information is unavailable because of absence, vacation, etc.) within 10 calendar days

following completion of the conference, the Employer will issue a written decision which specifies the disciplinary action which will be taken, if any.

Section 9.4 In the event that the Employer determines that an employee must be immediately removed from duty, a hearing shall be scheduled as soon as practicable, provided that the employee and the union shall have two work days notice. In the interim, the Employee shall be on paid administrative leave status. Except for the number of days notice, the pre-disciplinary conference shall be conducted in all respects in compliance with Section 9.3 above.

Section 9.5 All discipline will be according to Board standard guidelines for progressive actions. Progressive discipline is not appropriate in every case and the circumstances of each offense must be taken into account. Some serious offenses may warrant immediate termination, while in other cases several warnings or more than one suspension may be appropriate.

Section 9.6 In taking disciplinary action against any employee, the Employer will not consider or rely upon written reprimands eighteen (18) months from date of the reprimand providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the written reprimand.

Suspensions of thirty-six (36) months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the suspension. Suspensions of more than three (3) days shall have no force or effect for disciplinary purposes after forty-eight (48) months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the suspension.

Section 9.7 In the event the Employer is contacted for a reference check regarding a present or former employee of the Employer, the Employer shall not disclose, either verbally or by letter, any disciplinary action(s) which is more than 18 months old as of the time of the contact. This provision shall not, however, interfere with the public's access to public records in accordance with applicable law.

Section 9.8 The Employer reserves the right to investigate any matter, incident, or complaint, but under no circumstances shall the Employer hold a pre-disciplinary conference and attempt to impose discipline where the Employer reasonably could have been expected to know about the matter, incident or complaint more than thirty (30) calendar days before the scheduled pre-disciplinary conference.

Section 9.9 The parties of this Collective Bargaining Agreement (C.B.A.) agree that client abuse can include physical abuse, verbal abuse, emotional abuse, neglect of duty, violation of individual client rights, and inappropriate application of client

behavior support plan, as defined and contained in ORC 5123.61, and ORC 5123.99, as well as OAC 5123:2-1-02, and OAC 5123:2-17-02. Appropriate ORC and OAC provisions are in Appendix ____.

ARTICLE 10 SENIORITY

Section 10.1 Except as indicated otherwise, including in Article 11.8 below, for purposes of this Agreement, seniority shall be defined as the uninterrupted length of continuous service with the Employer, calculated from the employee's most recent date of appointment to employment with the Employer as reflected in the relevant personnel action form. Once continuous service with the Employer is broken, the employee loses all previously accumulated seniority.

Section 10.2 Time spent on a properly approved leave of absence, including but not limited to sick, vacation, assault, personal, disability or military leave, or on a disciplinary suspension, shall not constitute a break or interruption in continuous service, provided the employee follows the proper procedure for securing such leave and returns to active service immediately following the expiration of the approved leave.

Section 10.3 Time spent on a layoff shall not constitute a break or interruption in continuous service until such time as the employee has been on layoff for at least 24 consecutive calendar months.

Section 10.4 The Employer shall post a seniority list in January of each year, showing the date of continuous service of each bargaining unit employee. One copy of the seniority list shall be furnished to the OAPSE Local 023 President.

Section 10.5 Among employees with the same length of continuous service to the Employer, seniority shall be determined by the following:

- A. The employee's first day on the job;
- B. The length of any prior service with the Employer which does not qualify for consideration in determining the employee's current continuous service with the Employer;
- C. The length of any prior service with the State of Ohio or any political subdivision of the State of Ohio.

Section 10.6 An employee shall be deemed to have an interruption in continuous service with the Employer, and shall lose all accrued seniority, for any of the following reasons:

- A. Dismissal for just cause;
- B. Resignation;

- C. Retirement;
- D. Being on layoff for a period of more than 24 consecutive calendar months;
- E. Accepting other employment while on an approved leave of absence, unless given prior written approval to accept such other employment by the Employer;
- F. Failure to report for work within 14 calendar days following the date of notice of recall from layoff is sent, provided the notice of recall has been sent by certified mail, return receipt requested, to the employee's last address of record and a copy of the notice also is provided to the Union when sent.

Section 10.7 No employee who currently is receiving vacation leave on the basis of accrued seniority which includes qualifying service for an entity other than the Employer, including, but not limited to, another country agency or a general health district or other entity of the State of Ohio, shall suffer a decrease in the rate at which he or she currently accrues vacation leave as the result of the application and operation of the seniority provisions of this Agreement.

Section 10.8 Seniority for purposes of determining retirement benefits shall be defined as it is defined in the Ohio Revised Code provisions pertaining to the application and administration of Ohio's Public Employees Retirement System.

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 The procedures in this Article supersedes any and all of layoff and recall procedures set forth in Ohio Revised Code §§124.321 et seq. Layoffs and recall from layoff shall be conducted solely in accordance with the provision of this Article.

Section 11.2 For purposes of this Agreement, "Layoff" is defined as a reduction in the present number of employees in an existing job classification. The reasons for a reduction in the present number of employees may include lack of work, lack of funding, job abolishment, and reorganization by the employer. Job reassignments and other temporary job actions by the Employer are not layoffs.

Section 11.3 Except in the case of emergency (i.e., power failure, heating system failure, water or sewer problems, or other emergency requiring closing of an Employer facility or facilities, including a calamity day declared by the Employer), if the Employer determines a layoff may be necessary, the Employer shall notify the Union President and the Union Field Representative, in writing, of the potential layoff to discuss possible alternatives to layoff and the effect and impact of the layoff on the bargaining unit employees. Such notices shall be provided by certified mail, return receipt requested, no less than fifteen (15) calendar days prior to the effective date(s) of any layoff. If, after discussing the potential layoffs with the

Union, the layoffs are still necessary, the Employer shall determine in which classification(s) and which work location(s) layoffs will occur.

Section 11.4 Within each classification affected by layoffs, employees will be laid off in accordance with their seniority as defined in Article 11 of this Agreement. Employees with the least amount of seniority, as defined in this Agreement, shall be laid off first.

Section 11.5 Any full-time employee occupying a position which the Employer deems is subject to layoff may bump (1) any employee with less seniority, or (2) any part-time employee in the bargaining unit, provided the employee presently is qualified to perform the duties of the position and possesses the license and/or certification necessary for the position into which he or she will bump, or possesses the ability to obtain such, as required. "Qualified to perform the duties" shall mean that the employee possesses the knowledge, skill, ability, and qualifications to perform the work, as determined by the Employer, of the position into which he or she will bump. Any part-time employee who is facing layoff may bump into another part-time position occupied by a part-time employee with less seniority than the bumping employee. For purposes of determining what constitutes a "lower" classification for purposes of this Article, the hierarchy of classifications in the bargaining unit shall be as follows from highest to lowest: Workshop Nurse LPN, Adult Service Provider, and Custodian.

Section 11.6 All employees subject to layoff shall be given advance, written notice of the layoff no less than 14 calendar days prior to the effective date of the layoff, with a copy provided to the Union President and the Union Field Representative. A layoff becomes effective at the end of the working day specified in the written layoff notice.

Section 11.7 Employees who are laid off shall be placed on the recall list for a period of 24 months from their date of layoff. Agency training shall be made available to laid off employees to assist said employees in maintaining certification for recall. Employees bear the responsibility for arranging for such training. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they presently are qualified to perform the work in the job classification to which they are recalled. It is the responsibility of an employee on layoff to keep the Employer informed of any change in address and of the employee's availability for recall during the recall period.

Section 11.8 Recall notices shall be sent by certified mail, return receipt requested, to the last address of the laid off employee known to the Employer, with a copy to the Union President and the Union Field Representative. The employees shall have 14 calendar days from the date the recall notice is sent to report to work, unless a later date is otherwise specified in the notice.

However, the employee must notify the Employer within 72 hours after receiving the recall notice of the employee's intent whether to return to work or decline the recall.

Section 11.9 If more than 1 job is filled by the recall procedure, the Employer shall make every effort to return the employee to the same shift he or she occupied at the time of layoff. If a recalled employee fails to return to work by the 14th calendar day following the date the recall notice is sent, or by a mutually agreed extended return date, the employee forfeits the right of recall.

Section 11.10 Recalled employees will be placed in the salary step which corresponds with the employee's accrued seniority, which shall be calculated in accordance with the provisions of Article 11.

Section 11.11 Vacancies which occur in bargaining unit positions while any bargaining unit employee is on layoff shall be posted in accordance with the provisions of Article 12. Vacancies which remain following the posting and bidding procedure shall be offered to employees on the recall list in accordance with the provisions of this Article.

Section 11.12 No bargaining unit position shall be filled by any person who is not a member of the bargaining unit while any member of the bargaining unit is qualified for the position is laid off during the 24 month recall period specified in this Article. Supervisors, temporary workers and substitutes shall not be regularly used by the Employer to perform the work of a laid off employee during that employee's recall period.

Section 11.13 Notwithstanding the procedure set forth herein, any employee who has been designated for layoff may choose to accept layoff rather than exercise his or her right to bump and displace another employee. Exercising the option to be laid off rather than bump another employee shall not prejudice either the employee's rights to unemployment benefits or to be placed on the recall list and be recalled to employment with the Employer. The Employer will not contest the unemployment benefits claim of an employee who chooses layoff rather than bumping.

ARTICLE 12 JOB POSTING AND BIDDING

Section 12.1 A "vacant position" is an unfilled position. Whether to fill the vacant position shall remain the sole and exclusive right of the Employer. "Vacancy" means a position which is not filled and which the Employer has determined to fill on a permanent basis.

Section 12.2 Whenever the Employer intends to fill a bargaining unit vacancy, as defined above, the Employer shall post notice of the vacancy for a period of at least 5

working days. The notice shall be posted on the Union bulletin board space at all Employer facilities where bargaining unit employees regularly are assigned. The Union President shall be given a copy of each vacancy posting the same day it is initially posted.

Section 12.3 Each vacancy posting shall include at least the following information:

- A. Position title;
- B. Position location;
- C. Hours/work year;
- D. Salary range/wages;
- E. Position qualifications;
- F. Primary function position dates;
- G. Certification(s) requirement(s), if any;
- H. Deadline for application/submission of bid.

Section 12.4 All bargaining unit employees are eligible to bid on any posted vacant bargaining unit position.

Section 12.5 Any bargaining unit member desiring the posted position shall submit a bid in writing to the office of the individual designated on the posting prior to the close of the bid period.

Section 12.6 The Employer shall use the following procedures in filling a posted vacancy:

- A. The vacant position will first be offered to qualified employee applicants who are currently working in the same classification as the vacancy. If more than one employee within the classification applies for the vacancy, the qualified applicant with the greatest seniority, as defined in this Agreement, will be awarded the position.
- B. If no qualified employee from within the same classification as the vacancy applies for the position, all other bargaining unit applicants will then be considered and the position will be awarded to the qualified applicant from within the bargaining unit with the greatest seniority, as defined in this Agreement.
- C. In the case of Nurses, if no qualified employee from within the same classification as the vacancy applies for the position, all other bargaining unit applicants will then be considered and the position will be awarded based upon qualification and seniority. In addition to the necessary qualifications set forth in the position description applicable to the vacant Nurse position, the Employer may consider an applicant's overall work record, disciplinary record, and attendance record.

- D. "Qualified" shall mean that the applicant possesses the knowledge, skill, ability, and qualifications to perform the work, as determined by the Employer, of the position for which he or she is bidding.
- E. The Employer may obtain outside applicants while considering bids from bargaining unit employees, but shall not offer the position to outside candidates unless there are no qualified bids from bargaining unit employees.

ARTICLE 13 JOB DESCRIPTION/JOB DUTIES

Section 13.1 The Union shall be provided with a copy of the current job description(s) of each bargaining unit position.

Section 13.2 Job descriptions shall include the requirements and/or qualifications for the job, the duties to be performed, the hours of work, and the equipment to be operated on the job.

Section 13.3 The Employer shall not modify the job description of any bargaining unit position, or add duties to or subtract duties from, any bargaining unit position without first providing the union with advance notice of any proposed modification to any bargaining unit job description.

Any such modifications must be germane to the job position and reasonable in scope. Such modifications shall not be instituted in an arbitrary or capricious manner.

Section 13.4 Except in unusual or emergency circumstances, bargaining unit members shall not perform job duties which typically are performed by supervisors or management employees. Supervisors and other management employees shall not perform bargaining unit work on a regular basis. Section 13.4 does not apply to Nurses.

Section 13.5 Although not apart of the job description, bargaining unit employees shall be notified of their supervisor and shall be provided notice of any change of supervisor.

Section 13.6 Delegated nursing training is mandatory for all bargaining unit members. Employees must complete such training as soon as practicable following execution of this Agreement. Once this training is completed, the delegated nursing function is a job requirement for employees in positions within this bargaining unit.

Staff performing documented delegated nursing tasks as assigned by the nurse will receive .50¢ per hour while actually performing said tasks. This provision does not apply to Nurses.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1

- A. Employees shall have individual work schedules as determined by the Employer. Employees will be scheduled for no more than a 48 hour work week, Monday through Friday. Shifts shall be between 6:00 a.m. and 6:00 p.m. If a new position is required outside of scheduled work hours (6:00 a.m. - 6:00 p.m.) (second shift positions), it will be posted for a week. If there are no volunteers, then the Employer may mandate the least qualified senior person(s) to be assigned to the new position, shift and hours. Any overtime needs to be scheduled per the Contract language. The Employer will determine reasonable work schedules for Nurses. Schedules shall reflect client needs, community competition, as well as appropriate staffing as determined by the employer. Advance notice shall normally be defined as five work days' notice, unless an emergency. Emergencies under this article shall include, but not be limited to, staff shortages, calamity/snow days, and changed client needs. The employer will attempt to avoid changing schedules as best as possible.
- B. If an employee's work schedule/assignment/location is to be changed, the following process will be utilized, except for emergencies:
1. By volunteers initially, assuming the volunteer(s) possess the needed qualifications as determined by the employer,
 2. If insufficient volunteers, by inverse seniority assuming the employee(s) possess the needed qualifications as determined by the employer.

The employer will have a reasonable basis for any work schedule/assignment/location changes. The union can grieve on the basis of the reasonableness of the decision.

Section 14.1(B) does not apply to Nurses.

- C. Employees shall receive a 30 minute lunch break whenever possible. Lunch break can be split in two 15-minute increments. Employees will be denied lunch break and /or be required to have lunch on the premises if required by the employer. Factors such as state/federal staffing rules, staff shortages, and unusual client needs will be considerations in the denial of lunch breaks. Employees can be called back to work if management determines a need exists. Management will stagger lunch breaks in order to maintain proper staffing. Denial of lunch is grievable if management

takes unreasonable action. It is possible that not all employees will get a lunch break on a given day.

In the case of employees other than Nurses, if an employee is not relieved by 1:00 p.m., employee will notify management by 1:00p.m. as to lack of lunch break. Said employee will be permitted to leave early at the end of the day if all required work is completed accurately before leaving at the end of the day. This provision does not apply to Nurses.

Except in the case of Nurses, to whom this provision does not apply, Management will have a room for lunch availability.

- D. Only an employee unable to take a lunch break apart from clients who is the sole assigned employee to an offsite work place will be allowed to leave the work site thirty (30) minutes prior to normal quitting time.

Offsite employees will not be allowed to leave prior to the normal quitting time if any work tasks or assignments are not completed as determined by the employer.

Section 14.2 The standard work week for calculation of overtime for each full-time bargaining unit employee shall be 40 hours. Section 14.2 does not apply to Nurses.

Section 14.3 **OVERTIME:** Overtime shall be paid for qualifying hours worked at the rate of time and one-half (1 ½). Nurses will be paid for authorized overtime hours worked. The overtime compensation of Nurses will be based solely on hours actually worked.

Section 14.4 When the Employer determines that it needs to have overtime work assignments performed, the Employer shall seek qualified bargaining unit employees to cover those assignments on an ongoing, rotating basis. If the Employer is unable to cover such assignments using qualified volunteers, the Employer may require qualified employees to work the assignments by mandating the least senior qualified employee on a rotating seniority list to perform the assignment. Employees may be selected for mandatory overtime using this method, regardless of whether it entails being held over from scheduled work, or a 48 hour advanced notice can be scheduled per client needs. Advanced scheduling needs to be addressed within the work week schedule.

ARTICLE 15 CALAMITY DAYS

Section 15.1 Whenever the program is closed or delayed due to bad weather or other disasters as determined by the Employer, the Employer will notify the appropriate radio and television stations and request that they announce the program closing or delay.

Section 15.2 Bargaining unit employees shall not be required to report to work if the County Sheriff has declared an Emergency of Level III or higher, or if the Superintendent specifically announces, in the manner set forth in 15.1 above, that Blanchard Valley Industries are closed for the day.

Section 15.3 All employees shall be paid for time when they are not required to report for work due to a calamity. Determined per level three requirements. Then number of calamity days will be determined by state law.

Section 15.4 2 Hour Delay or open with no transportation-Employees to receive one hour delay pay/One bargaining unit employee required to be at work at regular time-Employees from list of main site employees-Employer reserves right to increase by one employee the number of employees required to be present at regular reporting time-If more than two bargaining unit employees required, L-M to be held first.

Section 15.5 Article 15 does not apply to Nurses.

ARTICLE 16
DISSEMINATION OF COLLECTIVE BARGAINING
AGREEMENT/WORK RULES

Section 16.1 The Employer will make a copy of the current collective bargaining agreement available to bargaining unit employees on-line or through other electronic means. Employees employed after the execution of this Agreement must sign a receipt indicating they have received notice regarding their ability to view a copy of the collective bargaining agreement. The Employer shall allow the union president or designee to orientate new employees regarding the union.

Section 16.2 The Employer will make a copy of the Employer's current Personnel Manual and/or copies of all existing work rules, policies and/or directives available to the Union and all bargaining unit employees on-line or through other electronic means. Employees employed after the execution of this Agreement must sign a receipt indicating they have received notice regarding their ability to view a copy of the work rules, policies and/or directives.

Section 16.3 All work rules, policies, and directives shall be consistently applied.

ARTICLE 17
JOB SECURITY

Section 17.1 The Employer shall not subcontract for work or services that would result in a layoff of bargaining unit employees unless required to do so by the Ohio Department of Developmental Disabilities. An internal organization is not subcontracting.

Section 17.2 In the event that the Employer intends to subcontract bargaining unit work, it shall provide the Union with prior notification and shall negotiate with the Union over the effects of the subcontracting and in an attempt to ascertain alternatives to subcontracting. Such negotiations shall be subject to Article 3.3 of this Agreement.

Section 17.3 This article is not intended to prohibit the Employer's ability to participate in work study programs and other programs designed to further the technical education of students, provided that the Employer's participation in such programs shall not in any way be used to reduce the number of persons employed by the Employer in the bargaining unit or the hours worked by bargaining unit employees.

Section 17.4 Article 17 does not apply to Nurses.

ARTICLE 18
LABOR MANAGEMENT COMMITTEE

Section 18.1 At the written request of either the Union or the Employer, a meeting of a Labor-Management Committee shall be held. The purpose of a meeting of the Labor-Management Committee is to consider and discuss matters of mutual interest to the Union and the Employer other than grievances under consideration in the grievance procedure.

Section 18.2 Meetings of the Labor-Management Committee shall not be regularly scheduled, but shall occur only at the request of either the Union or the Employer at a time and location which is mutually acceptable to both parties. Every effort shall be made by the Union and the Employer to hold the requested Labor-Management Committee within 14 calendar days after written request for a meeting of the Labor-Management Committee is served by one of the parties. The Union President shall be the contact person for the Union for purposes of arranging a meeting of the Labor-Management Committee.

Section 18.3 The Union and the Employer may each have up to 3 representatives at meetings of the Labor-Management Committee.

Employees who are one of the 3 Union-designated representatives for a meeting of the Labor-Management Committee shall be permitted to attend the meeting of the Labor-Management Committee without loss of pay when scheduled during work hours. The Union may have a representative(s) from the state office of OAPSE/AFSCME Local 4 attend a meeting of the Labor-Management Committee upon providing the Employer with advance written notice of their planned attendance.

Section 18.4 Meetings of the Labor-Management Committee shall not be for the purpose of continuing or conducting collective bargaining negotiations. Meetings of the Labor-Management Committee shall not be for the purpose of in any way modifying or altering the terms of this Agreement, or the rights which either the Union or the Employer has under this Agreement, unless both parties expressly agree to a modification as a result of discussions which are properly initiated in the context of meeting of the Labor-Management Committee and which agreement is entirely voluntary on the part of both parties.

ARTICLE 19 PERFORMANCE EVALUATIONS

Section 19.1 Employees will be evaluated as deemed necessary by the employer. However, the union reserves the right to grieve if it believes the reason for the evaluation to be arbitrary or capricious.

Section 19.2 Each employee shall receive a copy of his or her performance evaluation, and shall sign and date the evaluation form verifying receipt. Each performance evaluation shall be discussed with the employee who is the subject of the evaluation. All individual(s) who participated in performing the evaluation shall participate in the discussion of the performance evaluation. Within 5 calendar

days after the presentation and discussion of the performance evaluation, the employee who is the subject of evaluation may respond to the evaluation in writing. Each written response to a performance evaluation shall be attached to the relevant performance evaluation.

Section 19.3 No performance evaluation may be placed in any employee personnel file unless the following requirements have occurred: 1) the performance evaluation has been presented to and discussed with the employee who is the subject of the evaluation as set forth herein; 2) the Employee has signed and dated the evaluation form evidencing receipt; and, 3) the 5 day period specified in Section 20.3 above has elapsed. If an employee chooses to attach a response to a performance evaluation, the response shall be placed in the employee's personnel file with the evaluation and the evaluation shall not be placed in the file without first attaching the response.

ARTICLE 20 PERSONNEL FILES

Section 20.1 The Employer shall maintain one and only one official personnel file for each employee. The personnel file for each employee shall be maintained at the Employer's central administrative location where the Employer maintains personnel information for its employees in the ordinary course of business. Only the official personnel file shall be used for consideration of and administration of discipline.

Section 20.2 No document of any nature or character, except routine personnel documents (such as tax withholding documents, vacation and sick leave requests, and the like), shall be placed in the personnel file of any bargaining unit employee without the knowledge of the employee.

Section 20.3 Employees may place in their own personnel file a written response to any document or information placed in their personnel file.

Section 20.4 Each employee shall have access to view materials in his or her own personnel file, provided such viewing is scheduled at an appropriate time through the Employer's personnel office. Access shall be provided as soon as possible but in no case more than 3 calendar days after the request is made.

Section 20.5 Employees shall be permitted to photocopy any document(s) which is/are contained within their own personnel file. Employees may be charged a reasonable charge for the cost of copying materials in their personnel file, which charge shall not exceed 5 cents per page.

Section 20.6 Upon request of the Employee, disciplinary records shall be cease to have force effect from the Employee's personnel files as follows: written reprimands eighteen (18) months from date of the reprimand providing there are no

intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the written reprimand. Suspensions of three (3) days or less after thirty-six months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the suspension. Suspensions of more than three (3) days after forty-eight (48) months from the last date of suspension, providing there are no intervening disciplinary actions for any misconduct whether or not the misconduct is the same as that which gave rise to the suspension.

ARTICLE 21

EMPLOYER REQUIRED TRAINING/CERTIFICATION/LICENSING

Section 21.1 The Employer shall create a bank of one thousand dollars for each of the following three periods of time during each calendar year, commencing January 1, 2005 until termination of this Agreement: 1) January 1 to April 30; 2) May 1 to August 31; 3) September 1 to December 31. When the amount of reimbursement money paid out in any period reached one thousand dollars (\$1,000.00) the reimbursement will cease for that period of time. If a period ends with less than one thousand dollars (\$1,000.00) paid out during that period, the remainder will be added to the next period; however, no money shall be carried over into the next calendar year.

Section 21.2 The monies allocated in Article 22.1 shall be for the purpose of paying the cost for the instruction and materials for any training which the Employer requires any employee(s) to attend or paying for all costs incurred by bargaining unit employees in obtaining, maintaining and/or renewing any certification and/or license the employee is required to hold in order to maintain employment with the Employer.

Expenses incurred in attending any such Employer-mandated training shall be paid in accordance with the expense reimbursement provisions of this Agreement.

Section 21.3 Upon submission of a request for payment and an invoice of fees, the Employer shall advance the fees as invoiced on behalf of the Employee up to a maximum amount of \$400.00 per period per employee. When more than one bargaining unit employee submits a request for reimbursement of fees, the employee with the most seniority shall have priority for reimbursement unless the request is withdrawn.

An employee must receive a grade of C or better in order to retain the reimbursement. In a pass-fail situation, the employee must receive a pass in order to retain the reimbursement. The employee will be required to immediately return the reimbursement if the required grade is not achieved.

Section 21.4 Each employee is responsible for knowing the compliance and certification requirements of the his or her position of employment and must obtain the necessary training and certification in a timely manner to maintain qualifications for employment. The Employer shall continue to provide employees with the compliance and certification requirements by email.

Section 21.5 Adult services shall continue to provide growth hours training. Section 21.5 does not apply to Nurses.

ARTICLE 22 EXPENSE REIMBURSEMENT

Section 22.1 Employees shall be reimbursed for expenses incurred while traveling on official Employer or county business. Expense reimbursements shall occur only when expenses have been authorized in advance by the Superintendent or the workshop director. Travel between work and home are not reimbursable.

Section 22.2 Mileage reimbursement shall not be paid if the employee uses a county vehicle for transportation. Otherwise, mileage shall be reimbursed per county rate per mile for all official Employer business. All use of privately owned automobiles for mileage reimbursement shall be approved in advance by the Superintendent or workshop director. Total reimbursement for out-of-state travel shall not exceed the air flight rate, plus commercial transportation at the destination.

Section 22.3 Upon prior approval of the Superintendent or workshop director, the following travel related expenses shall be reimbursed:

- A. Conference registration fees (attendance verification required);
- B. Necessary lodging costs at the lowest rate available at a reasonable and convenient place of lodging not to exceed \$50.00 per night (receipts required);
- C. Reasonable expenses for parking, ferry, taxi fares, bridge, highway and tunnel tolls (receipts required);
- D. The employer will reimburse employee per County Policies for being out of town and for breakfast, lunch and dinner. However, there will be no reimbursement for a meal covered by a registration fee. Breakfast will be reimbursed only after an "overnight" or leaving home before 7:00 a.m. for a meeting out of Hancock County. Supper will be reimbursed only if an "overnight" trip or while returning home after 6:30 p.m. from a meeting out of Hancock County. No food expenses will be reimbursed without appropriate receipts.

Section 22.4 Travel expense forms must be signed by the employee. The employee's signature denotes that all entries on the form are accurate and correct.

The travel expense form shall be submitted to the workshop director for approval and submission to the Superintendent for final approval for payment. All out-of-country travel expense forms shall be submitted within 3 working days of return. All other travel shall be submitted at least monthly.

Section 22.5 Employees shall be reimbursed for all damage to their personal property (eyeglasses etc.) which results from the actions of any client. Employees must report the personal property damage on an incident report within 2 calendar days of the date on which the damage occurs. Employees shall receive the damage reimbursement within 3 pay periods of the date the incident report indicating the damage is submitted (unless there are unusual circumstances). An employee will not be reimbursed if: 1) an approved behavior management plan was not properly implemented; or 2) the employee negligently or improperly performed his/her job duties.

Section 22.6 Article 22 does not apply to Nurses. The expense reimbursement of Nurses shall be in accordance with Board policy.

ARTICLE 23 SICK LEAVE

Section 23.1 All bargaining unit employees shall earn and accrue paid sick leave at the rate of .0575 hours of sick leave for each completed hours of regular service in active pay status, indicating hours worked, paid holidays, vacations, compensatory time and sick leave, but not including unpaid leaves of absence or layoffs. Employees may accumulate sick leave without limit. Sick leave balances shall be updated each pay period and reflected on each pay check stub.

Section 23.2 Sick leave may be granted to an employee under the following circumstances:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required;
- B. Death of a member of his/her immediate family as defined in this Article; (in the event of a death in the immediate family, said employee will be allowed one (1) paid bereavement day per calendar year. Said bereavement day must be used for purposes directly related to the death in the immediate family). Section 23.2(B) does not apply to Nurses.
- C. Medical, psychological, dental or optical examination or treatment of the employee or a member of his family, which required the attendance of the employee, and which cannot be scheduled during non-working hours;
- D. If a member of the immediate family is afflicted with an illness or injury that requires the care and attendance of the employee, or, through

exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others:

- E. Pregnancy and/or childbirth and other conditions related thereto;
- F. Any purpose permitted to an eligible employee under the Family and Medical Leave Act Policy.

Section 23.3 For purposes of this Article, “immediate family” is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of a parent.

Section 23.4 When an employee is unable to report to work, he or she shall notify his or her immediate supervisor, other designated person no later than one hour prior to the time he or she is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with the Employer. One telephone call to the supervisor, designated person, or telephone absence line is sufficient notification under this paragraph. Employees failing to report off as outlined above may be subject to disciplinary action, and shall not be eligible for sick leave benefits.

Section 23.5 Physician’s Statement. An employee using excessive amounts of sick leave or with an illness or disability exceeding three (3) consecutive work days must furnish a statement from the physician before returning to work, notifying the Employer that the employee was unable to perform his duties during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician’s certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member’s illness or disability exceeds three (3) consecutive work days. Any sick leave of one, two or three day duration during any calendar year exceeds a total of seven days in that calendar year will require medical verification as above. In addition, any examples of abuse of sick leave per the listings set forth in 24.6 of this Article can be the basis for discipline.

Section 23.6 The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. Examples of abuse may include but are limited to the following:

- A. Before, on, or after the holidays;
- B. Before, on, or after weekends, or regular days off;
- C. After paydays;
- D. Any one specific day of the week;
- E. Partial days;
- F. Pattern of maintaining zero or near zero balance;
- G. Use of more sick leave earned;

- H. Calling off sick when other options for time off were denied; and/or,
- I. Absences following overtime.

Section 23.7 Sick leave shall be used and charged in minimum units of 30 minutes. An employee shall be charged for sick leave only for days on which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled hourly workday or workweek earnings.

Section 23.8 If illness or disability continues past the time covered by an employee's accrued sick leave balance, an employee may request an unpaid personal leave of absence in accordance with the appropriated Articles of this Agreement. In the event that the employee is unable to return to work at the termination of the personal leave without pay, the employee shall be deemed to be on disability leave.

Section 23.9 Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to appropriate disciplinary action in accordance with this Agreement. The Employer may initiate investigations when an employee is suspected of abusing sick leave rules and regulations. The Union and the Employer shall work together to ensure that there is no abuse of the provisions of this Article.

Section 23.10 Each employee hired prior to January 1, 1995, who retires after ten or more years of employment with the Employer, shall be paid two-thirds (2/3) the value of accrued but unused sick leave credit up to 120 days maximum based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Public Employees Retirement System at the time of separation from employment.

Section 23.11 Each employee hire after January 1, 1995, who retires after ten or more years of employment with the Employer, shall be paid for 25% of the employee's accumulated but unused sick leave not to exceed 30 days. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Public Employees Retirement System at the time of separation from employment.

Section 23.12 Employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with their previously unused balance of sick leave, provided the time between separation, reappointment, or transfer does not exceed ten years. "Public agency", as used in this Article, includes the State of Ohio, any county of the State of Ohio, and all Ohio municipalities, boards of education, public libraries, townships, and any other State, county, local or municipal agency, board, or commission. It is the

employee's responsibility to request that sick leave from prior service be transferred and to provide documentation concerning the balance to be transferred.

Either party may reopen this article regarding only the inclusion of a point system. Reopeners exist for the 2015 and 2016 contract years. The Employer will provide monthly tracking data which will be shared with the Union.

**ARTICLE 24
VACATION LEAVE**

Section 24.1 CALCULATION OF VACATION TIME

- A. Per S.B. 322 of the 177th General Assembly which amends 325.19 of the Revised Code: Effective March 16, 1989, all twelve (12) month full-time employees earn annual vacation leave according to their number of years of service with the state government and at a rate proportionate to the regular number of hours in the employee's bi-week as follows:

VACATION ACCRUAL RATES

Hours Bi-Weekly	<u>**80</u>	<u>75</u>	<u>72.5</u>	<u>70</u>
Vac. Days/Year:				
<u>*Years of Service</u>				
1-7	3.1	2.9	2.809	2.712
8-14	4.6	4.312	4.168	4.025
15-24	6.2	5.812	5.618	5.425
25-up	7.7	7.218	6.977	6.737

01. *Means years of service completed.
02. a) If employed prior to July 5, 1987, all prior public service in Ohio is included.
 b) If employed after the above date, only prior service in Ohio counties is included. (See 9.44 (B), Ohio Revised Code).

**Accrual rates for eighty (80) hour bi-weeks are set by law. All proration based on the eighty (80) hour standard.

03. The service required in each instance need not be continuous. However, completion of a total of one (1) year of public service as defined in Section 9.44 of the Ohio Revised Code is required before eligibility for any vacation leave is established, no further eligibility requirement need be met and vacation leave may be used as it is accrued, with approval of the Division Director and consistent with the other sections of this manual pertinent to vacation.

04. Vacation is credited each bi-weekly pay period at the minimum rate of three and one tenth (3.1) hours per pay period for those entitled to eighty (80) hours of vacation per year; at four and six tenths (4.6) hours for those entitled to one hundred, twenty (120) hours per year; at six and two tenths (6.2) hours for those entitled to one hundred, sixty (160) hours per year, and at seven and seven tenths (7.7) hours for those entitled to two hundred (200) hours per year.
05. Section 325.19 ORC: 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 employment; provided, the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years, except that no employees who have been permitted to carry over vacation prior to the adoption of Agreement shall be adversely affected by this provision. With prior approval by the Superintendent/designee, an employee is permitted to carry over forty (40) hours of vacation accumulated beyond the eligible accumulated amount per year.

(Example: An employee is permitted eighty (80) hours vacation per year. During the year he only takes forty (40) hours vacation. With Superintendent/designee approval, forty (40) hours may be carried over for use the following years.)

When the allotted amount exceeds forty (40) hour grace period, all hours accumulated beyond that grace period shall not be credited.

06. Days designated as holidays or emergency days declared by the Governor are not charged to vacation leave regardless of the day of the week on which they occur.
07. Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.
08. Vacation time used by an employee is considered non-work time for purposes of calculating overtime pay or compensatory time accrual.

Section 24.2 REQUEST AND APPROVAL

01. Upon separation or termination from county service, an employee is entitled to compensation for any earned but unused vacation leave credit at the time of separation. However, no payment will be made to employees having less than one (1) year of public service. Vacation leave will be

granted on a first request basis and must conform to program operation schedules.

02. Vacation shall be requested in writing on the Hancock County Board of DD request form.
03. The following subsection 24.2.03 applies to Nurses only.

Vacation Calendar: Employees will have a two-week window to select vacation on the basis of seniority. The selection is for full week increments. This will allow employees to lock in long term vacation plans. Full week selections will be honored before partial week (one-four day request) selections. One individual per time slot will be allowed. An employee will only be permitted to sign up for a maximum of three scheduled working weekends in a calendar year. If an employee is scheduled to work a holiday in accordance with the holiday rotations, an employee is not permitted to sign up on this calendar to have their scheduled work holiday off.

The individual requesting time must have the time available when the actual vacation time arrives and put in for amount of time earned in a year.

All additional vacation requests continue to be at management discretion; the employee must make a good faith effort to find a replacement. Management retains the right to mandate replacements if necessary.

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

Section 24.3 PAYMENT FOR VACATION UPON SEPARATION FROM EMPLOYMENT

01. Upon termination, all accumulated vacation will be paid to the employee at his currently hourly rate at the time of separation after one (1) year of employment.
02. In the case of the death of an employee, any earned but unused vacation leave shall be paid to the date of death in accordance with Section 2113.04 of the Ohio Revised Code to the deceased employee's estate.

Section 24.4 TRANSFER

01. If employed prior to July 5, 1989, all prior public service in Ohio is included.
02. If employed after the above date, only prior service in Ohio counties is included. (Sec. 9.44 (B), Ohio Revised Code)

**ARTICLE 25
[RESERVED]**

**ARTICLE 26
DISABILITY LEAVE**

Section 26.1 Upon request, a physically incapacitated employee may be granted a disability leave when the disability of the employee continues beyond accumulated sick leave. A disability leave shall be unpaid leave of absence and shall count toward the number of weeks a qualified employee is eligible for leave under the Family and Medical Leave Act of 1993 (“FMLA”).

Section 26.2 A disability leave shall be applicable provided the employee is a qualified employee who has a serious health condition and is eligible for leave in accordance with the FMLA or is not eligible under the FMLA but is:

- A. Hospitalized or institutionalized, or
- B. On a period of convalescence following a hospitalization authorized by a physician, or
- C. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician and not capable of performing light duty as verified by the physician on the applicable workers’ compensation form.

Section 26.3 A disability leave may be granted for not more than one (1) year. Employees on disability leave may continue to receive medical insurance coverage as provided for by this Agreement, provided the employee timely pays the employee share of costs for maintaining such insurance benefits. The Employer shall timely provide the employee with initial notice of the requirements to allow the employee to maintain insurance coverage during approved disability leave.

Section 26.4 Any employee who is granted a disability leave under this Article shall have reinstatement rights following the conclusion of the disability leave or any extension of the initial disability leave. An employee desiring to terminate disability leave and/or return to work from disability leave shall submit written notice to the Employer stating that the employee is able to return to work and the date the employee can return to work. The written notice shall be accompanied by a written physician’s statement showing the employee’s full qualifications to perform the duties of the position.

Section 26.5 An employee returning from disability leave shall be reinstated to the same or similar position within 30 calendar days after submitting such written notice of intent to return from disability leave. If the Employer desires a second physician’s opinion, an examination shall be conducted by a physician selected by

and paid by the Employer. The examination by the Employer shall occur within 15 calendar days following the Employer's receipt of the employee's written notice of intent to return from disability leave. Failure of the Employer to schedule the examination by the Employer-selected physician shall not delay the employee's return to work beyond 30 calendar days from the date the employee submits the written notice of intent to return to work.

Section 26.6 Any appointment made to a position vacated by an employee on disability leave will be made on an interim basis, and such employee shall be made aware of the temporary nature of the appointment in writing. Should the employee returning from disability leave be reinstated to another position, the interim appointment shall become permanent, provided the employee filling the position on the interim basis has served in the position for a period which is long enough to constitute completion of the relevant probationary period.

Section 26.7 Any employee who, at the expiration of disability leave, or any extension of such disability leave, does not (1) return from disability leave, (2) formally resign, or (3) take a disability retirement, shall be terminated from employment with the Employer.

Section 26.8 In accordance with federal law, the FMLA shall be observed.

**ARTICLE 27
PERSONAL LEAVE DAYS**

Section 27.1 All full-time bargaining unit employees who are regularly scheduled to work forty (40) hours a week shall be entitled to 3 days (twenty four (24) hours) of unrestricted, paid personal leave per calendar year. Full-time employees who are regularly scheduled to work fewer than forty (40) hours a week, and part-time employees, will be entitled to a pro-rated amount of personal leave per calendar year, as determined by the ratio between the number of hours they are regularly scheduled to work per week and forty (40) hours.

Section 27.2 Requests to use personal leave day must be submitted to the employee's immediate supervisor five days prior to the time the leave is to be used except in the case of an unforeseen emergency in which case the request shall be made as soon as possible and shall set forth the nature of the emergency. If the employee's immediate supervisor cannot respond, then the request shall immediately be forwarded to the next level of management.

Section 27.3 Bargaining unit employees can cash out any unused personal leave days as of June 30th of each year at the rate of \$65.00 per personal day for full-time employees who are regularly scheduled to work forty (40) hours per week. In the event that an employee has not used all three personal days, the cash out value shall be \$200.00 for full-time employees who are regularly scheduled to work forty (40) hours per week. Full-time employees who are regularly scheduled to work fewer than forty (40) hours a week, and part-time employees, will be entitled to a pro-rated amount of personal leave cash-out, as determined by the ratio between the number of hours they are regularly scheduled to work per week and forty (40) hours. The personal leave stipend will be paid no later than the last pay period in July.

Section 27.4 Employees in the first year of employment shall have personal days pro rated as follows:

<u>Employee Start Date</u>	<u>Personal Days Credited</u>
April 1 through June 30	0
July 1 through September 30	3
October 1 through December 31	2
January 1 through March 31	1

**ARTICLE 28
PERSONAL LEAVE OF ABSENCE WITHOUT PAY**

Section 28.1 Upon the written request, the Employer may grant an employee a personal leave of absence without pay. The maximum duration of leave of absence without pay for personal reasons of the employee shall be six months. Each request for a

personal leave of absence without pay shall be decided by the Employer based upon its own merits.

Section 28.2 Upon returning from a personal leave of absence without pay, the employee shall be placed in his or her original position, or another position similar in work responsibilities. The employee shall return to the rate of pay he or she was receiving at the time the personal leave of absence without pay commenced.

An employee, who fails to return to work at the completion of a leave of absence without pay, shall be automatically terminated from employment with the Employer.

Section 28.3 An employee who has received an authorized leave of absence without pay does not earn any benefits during the period of the leave. However, time spent on the leave of absence shall not constitute a break in continuous service with the Employer or a break in seniority.

Section 28.4 This provision is discretionary on the part of the Superintendent and his decisions under this Article shall not be the subject of any grievances filed pursuant to Article 8 of this Agreement.

ARTICLE 29 HOLIDAYS AND PROGRAM CLOSING DAYS

Section 29.1 The following days are recognized holidays for which bargaining unit employees shall be entitled to holiday pay, at their regular hourly rate, for all hours for which they are normally scheduled on a standard workday but do not actually work on the holiday.

- A. New Year's Day
- B. Martin Luther King Day
- C. Washington-Lincoln Day
- D. Memorial Day
- E. Independence Day (July 4)
- F. Labor Day
- G. Columbus Day
- H. Veterans' Day
- I. Thanksgiving Day
- J. Christmas Day
- K. Any other day designated as a Holiday by the President of the United States of America, the Governor of the State of Ohio, or by the Employer.

Section 29.2 If a holiday falls on Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday. Section 29.2 does not apply to Nurses.

Section 29.3 A full-time employee who actually works as required, with prior approval of the Superintendent, on one of the recognized legal holidays, is entitled to receive compensation at the rate of one and one-half times (1 ½) the hours worked.

Section 29.4 Full-time employees, who work a schedule other than Monday through Friday, will receive compensatory time for any holiday observed on their regular day off based upon their regularly scheduled hours. Such time must be taken in the work week in which the holiday occurs, unless otherwise approved by the Superintendent. Section 29.4 does not apply to Nurses.

Section 29.5 Part-time employees are entitled to holiday pay for only that portion of any holiday for which they would normally have been scheduled to work. Section 29.5 does not apply to Nurses.

Section 29.6 An employee who does not work on his/her scheduled work day immediately preceding and immediately following the holiday, shall not receive the eight (8) hour pay or pro-rata pay referred to herein. Employees off for excused absences on the schedule work day immediately preceding or following the holiday, i.e. vacation, verified sick leave, bereavement, court leave, etc. shall receive holiday pay.

If a holiday occurs while an employee is on vacation or sick leave, such vacation day or sick day will not be charged against his or her vacation leave or sick leave.

Section 29.7 Program Closing Day is defined as special observance day(s) which currently include:

Good Friday
The day after Thanksgiving
Christmas Eve
New Year's Eve

Section 29.7 does not apply to Nurses.

Section 29.8 Program Closing Pay is defined as compensation given to an employee normally scheduled during program closing days, but not needed. Compensation is paid at the employee's base rate for the scheduled hours the employee was scheduled to work. Section 29.8 does not apply to Nurses.

Section 29.9 Bargaining unit employees who work on program closing day shall be paid one and one half (1 ½) their regular rate of pay for all hours worked. Section 29.9 does not apply to Nurses.

Section 29.10 The four days between Christmas Day and New Year's Day are considered work days. These days will be paid at straight time. During this period, additional vacation may be approved according to acuity levels and client needs.

Section 29.10 does not apply to Nurses.

ARTICLE 30 MEDICAL INSURANCE COVERAGE

Section 30.1 Employees will be covered under Plan C through the Hancock County School Consortium. For full-time employees, the Employer will contribute \$985.00 towards the monthly premium amount for family coverage and \$395.00 for single coverage. For part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period, the Employer will contribute \$640.00 towards the monthly premium amount for family coverage and \$260.00 for single coverage. For part-time employees whose primary scheduled hours are between 0 – 47 hours per pay period, the Employer will contribute \$325.00 towards the monthly premium amount for family coverage and \$130.00 for single coverage.

Section 30.2 Dental Coverage. For full-time employees, the Employer will contribute \$50.00 toward the monthly premium amount for family and single coverage. For part-time employees whose primary scheduled hours are between 48 – 69 hours per pay period, the Employer will contribute \$33.00 toward the monthly premium amount for family and single coverage.

ARTICLE 31 WAGES

Section 31.1 Salaries/Wages for bargaining unit employees are set forth in the Salary/Wage Scale set forth herein. The scale is a placement scale for initial placement under this Agreement. Bargaining unit employee wage increases, bonuses, lump sum payments, and other similar payments shall be at the discretion of the Employer, but shall be given in a manner consistent with the Employer's provision of general wage increases, bonuses, lump sum payments, and other similar payments to non-bargaining unit employees and employees in other bargaining units during the term of this Agreement. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increase in compensation addressing unique situations of individual employees. For each year of this Agreement, there shall be a 1% increase.

Section 31.2 Any newly hired employee shall be placed appropriately on the wage scale for the classification into which he or she is hired commensurate with the new hire's experience. The maximum years of credit for experience shall be 5 years pursuant to Agency policy. Placement of a newly hired employee on the wage scale, pursuant to the provisions of this Section, shall not affect the employee's

seniority for purposes of application of the terms of this Agreement, which shall in all cases be based on the employee's length of continuous service with the Employer, as defined in Article 10.

Section 31.3 Within three weeks of ratification of this Agreement, each employee shall receive written notice of the Salary/Wage.

Section 31.4 Union reserves the right to mediation.

Section 31.5 SALARY/WAGE SCALE

EXP	WS II PROCRMT CUSTODIAN	CHA	HS II	SS III
0	20764	21918	28839	31057
1	21387	22575	29704	31989
2	22028	23252	30595	32949
3	22689	23950	31513	33938
4	23371	24668	32458	34956
5	24071	25408	33431	36004
6	24553	25916	33269	36724
7	25043	26435	34783	37458
8	25544	26963	35478	38207
9	26056	27503	36188	38971
10	26576	28052	36911	39751
11	27109	28613	36731	40546
12	27650	29186	38403	41357
13	28204	29770	39171	42184
14	28767	30365	39954	43028
15	29342	30973	39759	43888

Section 31.6 SALARY/WAGE SCALE (Nurses)

Years of Experience	Hourly	Annual
0	\$14.83	\$30,845.36
1	\$14.98	\$31,163.07
2	\$15.43	\$32,097.96
3	\$15.89	\$33,060.90
4	\$16.37	\$34,052.72
5	\$16.86	\$35,074.31

**ARTICLE 32
PROBATIONARY PERIODS**

Section 32.1 Initial Probationary Period. Any new hire shall serve a probationary period of 180 working days. During said probationary period, the employee can be terminated without cause and without recourse to the provisions of this agreement.

Section 32.2 Promotional Probationary Period. Any promoted employee shall serve a promotional probationary period of 120 days which may be extended for 30 additional days with prior notice to the affected employee and the Union. During said period, the employee can return to his/her prior position (or reasonable equivalent) with notice to the Employer. During said period, the Employer can return the employee to his/her prior position (or reasonable equivalent) with notice to the employee and the Union. Section 32.2 does not apply to Nurses.

**ARTICLE 33
SEVERABILITY**

Section 33.1 This Agreement supersedes and replaces all pertinent statutes, rules and regulations which it has the authority to supersede and/or replace.

Section 33.2 In the event any provision(s) of this Agreement is (are) found to be invalid, illegal or unenforceable, by a court or administrative agency of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and the parties will schedule a meeting within 30 calendar days, at a mutually agreeable time, to discuss alternative language on the subject matter of the invalidated provision(s).

Section 33.3 In the event that the parties meet to discuss alternative language the provisions of Article 3.3 shall apply.

**ARTICLE 34
DURATION OF AGREEMENT**

Section 34.1 This AGREEMENT shall be effective as of November 23, 2013, and shall remain in effect through November 22, 2016, provided however, that either party may re-open, health insurance (30.1) and wages (31.4), 11.2 and 29.10 in accordance with the re-opener clause set forth herein. This agreement shall automatically renew for successive periods of twelve (12) months, unless either party to the AGREEMENT, on or before sixty (60) days prior to the expiration of any such period, notifies the other of its desire to terminate, modify, or amend this AGREEMENT pursuant to Ohio Revised Code Section 4117.14.

Section 34.2 After service of the notice of intent to re-open, negotiations shall occur for a period of sixty (60) days. The parties may extend by mutual agreement the period

for negotiations. The re-opener negotiations are not subject to the dispute resolution provisions of Section 4117.14 of the Ohio Revised Code and the parties specifically agree that Article 36 of this Agreement shall apply to all re-opener negotiations in place of the statutory process.

ARTICLE 35 MUTUALLY AGREED DISPUTE RESOLUTION PROCESS

Section 35.1 In the event that either party exercises its right to modify, amend, or terminate this Agreement as set forth in Article 35, the parties agree to negotiate for a period of sixty (60) days from the date of the first collective bargaining session. This sixty (60) day period can be extended by mutual agreement of the parties.

Section 35.2 If the parties have not reached a tentative agreement on all issues within forty-five (45) days, either party may contact the Federal Mediation and Conciliation Service for the purpose of obtaining a mediator to assist the parties. Once a mediator has been contacted by either party, the parties shall cooperate with the mediator to select a date or date to continue bargaining with the aid of the mediator.

Section 35.3 If the parties are unable to reach tentative agreement on all issues with the aid of the mediator, the parties may exercise all rights legally afforded the parties as set forth in Ohio R.C. Chapter 4117.

Section 35.4 This Article shall constitute a mutually agreed upon dispute settlement procedure and a waiver by the parties of the procedures set forth in Ohio R.C. 4117.14.

ARTICLE 36 CODE OF PROFESSIONAL CONDUCT

Section 36.1 The Union recognizes the Code of Professional Conduct (“CPC”) circulated by the Employer.

Section 36.2 The parties expressly agree that any disciplinary action taken against any bargaining unit employee arising as a violation of the CPC is subject to the progressive discipline provisions of Article 9 and is subject to the grievance procedures of Article 8 set forth in this Agreement.

ARTICLE 37 NURSES PROVISIONS

The parties have negotiated modifications to this Collective Bargaining Agreement to address the status of full time Licensed Practical Nurses as members of this bargaining unit. Some of these provisions apply exclusively to Licensed Practical Nurses, while other provisions make Articles or Sections of the Agreement inapplicable to Nurses.

FOR THE UNION:

Bev Spetz
OAPSE Field Representative

Jess Bess
Jess Bess
President OAPSE Local 023

OAPSE Local 023 Bargaining Committee

OAPSE Local 023 Bargaining Committee

FOR THE EMPLOYER:

David S. Blaugrund
Hancock County DD Chief Negotiator

Connie Ament
Connie Ament
Hancock County DD Superintendent

Tommy Bost
Hancock County DD Workshop Director

Wendy Rizer
Wendy Rizer, HR Director

Hancock County Board of DD

By: *Kathleen Crites*

Hancock County Board of Commissioners

By: _____