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01/29/2014

# **LABOR AGREEMENT**

**BETWEEN**

**BELMONT HARRISON JUVENILE DISTRICT**

**AND**

**SEIU DISTRICT 1199 WV/KY/OH  
THE HEALTHCARE AND SOCIAL SERVICE UNION, CTW, CLC**

**TERM**

**JANUARY 1, 2014– DECEMBER 31, 2016**

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This SETTLEMENT AGREEMENT is entered into this 15<sup>th</sup> day of November, 2013 between SEIU District 1199 WV/KY/OH, The Health Care and Social Service Union, CTW, CLC ("the Union") and Belmont Harrison Juvenile District ("the Employer").

#### **ARTICLE 1: INTENT AND PURPOSE**

**Section 1** - It is the intent and purpose of the parties to this Agreement to establish an orderly system of employer-employee relations, which will facilitate joint discussion and cooperative agreement covering wages, hours of work, benefits, and, conditions of employment for employees in the bargaining unit covered by this Agreement.

#### **ARTICLE 2: UNION RECOGNITION**

**Section 1** - Employer recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of: all full-time and part-time maintenance employees, Detention Specialists, Cooks, part-time Staff, and intermittent Staff, Secretary, and youth Advocates.

**Section 2** - Excluded from said bargaining unit is the following employees: All Supervisors, Department Heads, and Guards as defined in the Act.

#### **ARTICLE 3: MANAGEMENT RIGHTS**

Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following :

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand and to suspend, discharge, or to discipline for just cause to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained
- G. To determine the necessity to schedule overtime and the amount required thereof;

- H. To determine the Employer's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed
- M. To set standards of service and determine the procedures and standards of selection for employment;

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of collective bargaining agreement.

#### **ARTICLE 4: UNION RIGHTS**

**Section 1** - Delegates and Organizers: The right of the Union to elect two (2) delegates at the Center and one delegate at the Gender Specific Program. In addition to the electing an Executive Board Member, is recognized. Delegates are Union stewards as the term is generally used. The Union may also appoint Grievance Chair (collectively "delegates") at the Center and the Gender Specific Program.

**Section 2** - In addition to their regular work duties, the duties of the delegates during work time shall include the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the District.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the District provided it is with the Supervisors permission and does not interfere with the normal operation and programming of the District. Delegates may use a reasonable amount of paid time to perform delegate duties. If two delegates are on the same shift, only one may conduct Union business at any one time.

**Section 3** - An organizer of the union shall have access to the District for the purpose of conferring with delegates, employees, or the Employer provided it does not interfere with the normal operation of the District and the organizer has provided the District with twenty-four hours advance notice.

**Section 4** - During the life of this contract, one (1) delegate or Grievance Chair (collectively "delegates") from the Center and one delegate and one Grievance Chair from the Gender Specific Program shall be entitled to one day of delegate training on paid time per contract year. Delegate or Grievance Chair will NOT be permitted to attend delegate training when scheduled to work the same shift at the same facility.

**Section 5** - Other Union Deductions: The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay of those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the union regularly.

**Section 6** - Bulletin Board: The District shall provide a suitable space for the use of the Union for the purpose of a bulletin board. The bulletin board will be for informational purposes and will not display partisan, or any material contrary to the mission of the District. Material posted will not defame the Employer, the facility or any identifiable person. Political information will not endorse any one candidate. Such space shall be conspicuous and readily accessible to workers in the course of employment.

**Section 7** - Meeting Room Space: Space for meetings or conferences with employees shall be provided upon request, when available. Meeting rooms shall be left in the same or better condition as it was prior to the meeting.

**Section 8** - Union Orientation: A delegate shall be permitted thirty (30) minutes of Union orientation with new employees during the Employers general orientation with new hires. Such orientation shall not interfere with the operation of the facility and will be coordinated with management.

**Section 9** - Emergency Meetings: There may be occasions where the Union requires the presence of the Executive Board delegate, or member connector for emergency meetings or actions. The employer will allow the union representative to use available personal, personal sick, or vacation time to attend such events. No more than one (1) Union representative for two (2) days per year provided the Union gives at least ten (10) days advance notice of the date of such meeting or event. (Emergency consideration may be given by the Executive Director.)

#### **ARTICLE 5: NO DISCRIMINATION**

**Section 1** - Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of age, race, color, ancestry, national origin, religion, sex, Union activity, sexual preference, military status, or disability as required by law. Whenever a feminine pronoun such as she or her or male pronoun such as he or him is used, they are to be understood to refer to either gender.

#### **ARTICLE 6: NO STRIKES - NO LOCKOUTS**

**Section 1** - The Union acknowledges and agrees that the services performed by the employees included in this contract are essential to the resident's safety, health, and welfare. The Union also acknowledges that employees of the District are considered "youth leaders employed at juvenile correctional facilities as defined in Chapter 4117.15 of the Ohio Revised Code and prohibited from participating in organizing a strike"

**Section 2** - The Union and employees covered by this Agreement agree, that during the term of this Agreement, they will not take part in, authorize, aide, condone, or encourage, either directly or indirectly, any strike including sympathy strikes, sit-downs, work stoppage, refusals to cross a picket line, or other similar interference's with operations of the District. The Employer agrees that during the term of this Agreement it will not lockout members of the bargaining unit.

**Section 3** - In the event of the occurrence of the prohibited acts referred to in the preceding paragraph, the Union agrees to take affirmative steps with the employees concerned and will by certified letters advise all employees covered by this Agreement that such acts are not approved or ordered by the union and are in violation of this Agreement to bring about an immediate resumption of normal work. The Union will send a copy of such communications to the Employer.

**Section 4** - An employee engaging in any of the Acts referred to in the first paragraph, will not be entitled to any benefit that occurs or accrues during that time, and the District shall have the right to take disciplinary action up to and including discharge against any such employee. Disciplinary action taken hereunder may be raised as a grievance under this Agreement.

#### **ARTICLE 7: DISCIPLINE AND DISCHARGE**

**Section 1** - The Employer shall have the right to discharge, suspend, or otherwise discipline an Employee for just cause.

**Section 2** - The Employer and the Union endorse the principal of progressive discipline, recognizing that the nature and severity of the offense may vary with the nature of the discipline imposed and also recognizing that there are some offenses that justify immediate suspension or discharge. The disciplinary progress will usually be:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The application of these steps may vary depending on the type of offense.

**Section 3** – The Employee shall have the right to request a Union Member at Investigatory Meetings. When Disciplinary action is taken, the employee shall have the right to the presence of a delegate of his/her choice, if available.

**Section 4** - The Employer agrees not to discharge or suspend an employee covered under this agreement without first arranging for a Pre-Disciplinary Conference. The conference shall be scheduled no earlier than seventy-two (72) hours after the time the employee is notified of the charges and that such conference will be held. Such conference will be conducted by a neutral party and the charged employee may have his/her union delegate present. Such conference must be conducted within fourteen (14) working days from the date in which the Employee was made aware of the charge, which is deemed to be a violation of their conduct. The union shall be notified through its organizer or designee that charges have been brought against the employee. The employee shall be notified in writing of the findings of the Pre-Disciplinary Conference within five (5) working days after such conference has been conducted. A copy of the findings shall be submitted to the union organizer or designee. If, as a result of the Pre-Disciplinary Conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) working days of receipt of the neutral party's Pre-Disciplinary Conference report. A copy of such report shall be submitted to the union organizer. An employee may waive his/her right to a Pre-Disciplinary Conference by submitting a signed written waiver to the employer and the Union.

Once the Employer is made aware of any action that warrants discipline below the level of suspension or termination, the Employer will administer discipline within ten (10) working days. The employer reserves the right to extend this beyond ten (10) days for investigatory purposes and will notify the Union in writing.

## **ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1:** Should differences arise between the District and the Union as to the interpretation of this Agreement, an earnest effort shall be made to settle such differences immediately in the following manner:

**FIRST STEP:** The aggrieved employee shall speak to his/her immediate supervisor in an effort to resolve the issue. At the employee's option, a Union Delegate may be present.

**SECOND STEP:** If no resolution is reached at the first step, the Union Delegate, the Grievant and the Director and/or his/her designee, shall discuss the issue. The grievance shall be submitted to the Director in writing within seven (7) working days of occurrence giving rise to the grievance. Within seven (7) working days the Director shall meet with the grievant and Delegate and Union Organizer to discuss the grievance. An answer in writing shall be issued by the Director within five (5) working days after the meeting. Failure to respond in writing within the proper time lines will result in the remedy requested being implemented without prejudice. (INTENT: If the Director misses a deadline, then the Center is not setting a precedent for the same resolution in future grievances of the same nature.) Working days shall be defined as excluding Saturday's, Sunday's, and Holiday's.

**Section 2** - Time limits may be extended by the mutual agreement of the Employer and the Union. All such extensions shall be in writing.

**Section 3** - The grievance shall state the nature of the grievance, and the date giving rise to the grievance. The grievance shall be on a form provided by the Union and shall include the violation, the remedy sought, the Delegate and the dated signature of the grievant. Failure to file a valid grievance within the mandated time shall bar all further action by the Union. Any grievance filed after such time

shall not constitute a valid grievance and no arbitrator shall have the authority to issue a decision on such grievances.

Any meetings regarding the grievance shall be held on site, and if reasonable, during the scheduled working hours of the grievant. A grievant who is required to attend meetings outside of scheduled work time shall be paid at his/her regular rate of pay; other persons attending such a meeting outside of work time such as witnesses or the Delegate shall do so on their own time.

**Section 4** - Verbal warnings shall not be subject to the above procedure. Written warnings may be grieved but are not subject to arbitration. However, the employee or the Union may attach a rebuttal to a verbal warning or a written warning if not resolved at STEP TWO. Grievances involving suspension or discharge may be submitted directly to the Administrator.

**Section 5** - In the event that a grievance is not resolved using the above procedure the Union shall notify the District of its intent to arbitrate the grievance. Such intent to arbitrate notice shall be sent to the Center no later than fifteen (15) calendar days from the date a written response is received from the Director.

Within thirty (30) days of the signing of this Agreement, the parties shall request a list of arbitrators from the Federal Mediation and Conciliation (FMCS) for the Belmont area. Cost for such a request shall be borne equally by the parties. Upon receipt of the list each party shall select three (3) arbitrators. The arbitrators shall be then listed alphabetically. The first arbitrator shall hear the first case and so on. In the event that the selected arbitrator does not have dates within thirty (30) calendar days of the notification, the next arbitrator shall be selected until a hearing can be scheduled within thirty (30) calendar days.

The hearing shall be held in a mutually agreeable location. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the parties shall share the costs of filing and arbitration equally. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

The parties may mutually agree, on a case-by-case basis, that there will be no briefs. Closing arguments may be made. The decision of the arbitrator may be a bench decision. An Arbitrator not issuing a bench decision shall issue his/her decision within seven (7) calendar days. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to modify or amend any part of this contract by his/her decision.

**Section 6** - Prior to arbitration, either party may request mediation. Multiple grievances may be mediated at the same session. Mediators will be selected from a panel provided by SERB. An extension of the above time lines shall only be made after mutual agreement, in writing, from both parties.

## **ARTICLE 9: PERSONNEL FILES**

**Section 1 – Access:** Each employee shall, upon written request to his/her Immediate Supervisor have the right to inspect the contents of his/her personnel file on non-work time. Personnel files will be reviewed in the presence of the Immediate Supervisor and/or the Executive Director's designee. Files will not leave the facility. Employees shall be provided a copy of their performance evaluation annually. The employee's file shall not be made available to any organization or person other than the Employer without the employee's explicit, written authorization unless pursuant to court order, subpoena, or as required by statute.

**Section 2 - Review of Documents:** An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her file shall have the right to submit a memorandum to the appropriate Immediate Supervisor explaining the alleged inaccuracy. If the Supervisor agrees with the worker's claims the Supervisor shall then remove the disputed document from the file or attach the employees rebuttal to the disputed document and signify agreement by initialing each individual document. If the Supervisor does not agree with the claims of the Employee, the Supervisor shall then only include the employee's rebuttal with the original document.

**Section 3 - Removal of Documents.** Records of disciplinary actions below the level of a suspension and all documents related thereto shall be removed from the file one (1) year after the effective date of the discipline provided there are no intervening disciplines during the one (1) year period for the same or similar offenses. Records of disciplinary actions at the level of a suspension and all documents related thereto shall be removed from the file two (2) years after the effective date of the discipline provided there are no intervening disciplines during the two (2) year period for the same or similar offense. In any case where any discipline is disaffirmed or rendered invalid upon the agreement of management and the Union, all related documents will be immediately removed from the Employee's personnel file.

#### **ARTICLE 10: WORKER STATUS**

**Section 1 - Full - Time.** A full - time worker is a worker who is regularly scheduled to work 40 hours a week.

**Section 2 - Part - Time.** A part - time worker is a worker who is regularly scheduled to work less than 40 hours a week.

**Section 3 - Intermittent.** An intermittent worker is a worker who is hired to work on an as-needed, irregularly scheduled basis, and whose hours generally are less than one thousand (1000) hours per year.

**Section 4 - Volunteers and Interns.** Volunteers and Interns are not employees of the District and shall not displace any bargaining unit member.

#### **ARTICLE 11: PROBATION**

**Section 1** - Probationary employees shall not have the right to file disciplinary grievances under this Agreement. Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure.

**Section 2** - The new hire probationary period for full time or part time employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of 90 days. The new hire probationary period for intermittent employees shall begin on the first day for which the employee receives compensation from the Employer and continue for a one year period.

**Section 3** - If any employee fills a posted bargaining unit position within their primary place of employment (Sargus or the Gender Specific Program), that person shall be required to serve a 90 day probationary period. With prior authorization, during the probationary period, the Employer agrees the person may return voluntarily to the position previously held. The Employer also has the right, with just cause to return said employee to his or her former position during the probationary period.

**Section 4** - If any employee fills a posted bargaining unit position outside their primary place of employment (Sargus or the Gender Specific Program), that person shall be required to serve a (90) day probationary period. With prior authorization, during the probationary period, the Employer agrees the person may return voluntarily to the position previously held. The Employer also has the right, with just cause to return said employee to his or her former position during the probationary period.

#### **ARTICLE 12: SHIFT SCHEDULES**

**Section 1** - This Article is intended to define the work week. Nothing contained in this Agreement shall be construed as a guarantee of work per day or per week

**Section 2** - The regular workweek will be from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

**ARTICLE 13: HOURS OF WORK AND OVERTIME**

**Section 1 - Work Week.** The standard work schedule for full-time bargaining unit members shall be 40 hours or more per week or 80 hours or more per pay period.

**Section 2 - Overtime Assignment.** In order to assure an adequate number of personnel is on each shift and to allow full-time and part-time employees vacation, sick, personal or other approved leave, it is the intention of the Employer to contact intermittent workers first to fill in for full-time or part-time workers for the above stated reasons.

**Section 3 - Call Out Board.** The call out board will determine the initial worker to be contacted and will be on a rotating basis. The board will consist of all intermittent workers listed first then proceed to all part-time workers. Full-time workers will be called if all intermittent and part-time workers refuse or are unavailable to fill the shift. The Employer shall make an equitable distribution of overtime over each calendar year. Employees who are offered overtime and refuse or fail to work such overtime, and employees who are unavailable shall be credited as having worked such overtime for purposes of overtime equalization.

**Section 4 - Trading of Schedule.** Employees are permitted to exchange days within their department after the posting of the schedule as long as the payment of overtime is avoided and each party agrees with the exchange. Employees must receive prior approval from Management before trading schedules. Such trades will not be unreasonably requested or denied. Such trades must be in writing and the request must be made with at least a 72 hour notice.

**Section 5 - Overtime.** Overtime shall be compensated as follows:

A. Hours worked in excess of forty (40) hours in the workweek shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay for each hour of such time.

B. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article or Agreement.

C. Employees may ask for their schedule to be flexed if they work an extra shift and it falls within the same pay period if asked at the time of the request. Management will make every attempt to accommodate such requests based on staff coverage.

**Section 6** - Only the Immediate management may determine if extra people are needed.

**Section 7 - Meal Periods / Breaks.** Bargaining unit line staff is required by the District to remain in the building in a duty status during their scheduled shift. One meal per shift will be provided to the staff by the District at no cost to the employee. Employees may receive a free snack. To insure that the residents are constantly monitored, breaks and meal periods will be coordinated with the supervisor on duty at all times.

**ARTICLE 14: WAGES**

Effective with the signing of this contract, all full and part-time bargaining unit members will receive the following increases:

January 1, 2014	\$2.00
January 1, 2015	\$0.50
January 1, 2016	\$0.50

New Hire Rates are as follows:

Full Time Probationary	\$10.25
Full Time end of Probation	\$11.25
Part Time	\$10.00
Intermittent	\$9.50

The intermittent rate will increase to the new intermittent hire rate on January 1, 2014. On January 1, 2015 intermittent staff will increase \$0.25 (twenty-five cents) and on January 1, 2016 an increase of \$0.15 (fifteen cents).

**ARTICLE 15: CALL IN PAY**

**Section 1** - When an employee is called in to work on other than his/her regularly scheduled day and shift, and he/she reports, the employee will be paid for such time. The minimum an employee shall receive for reporting is four (4) hours at his/her regular rate of pay, either at straight time or overtime in accordance with other applicable provisions of this agreement. If the employee decides to leave prior to four (4) hours worked, the employee shall be paid for time worked. If the employer sends the employee home prior to the four (4) hours, the employee shall be paid for the four (4) hours. This article is does not apply to employee discipline, investigations, pre-disciplinary conference, training or staff meetings.

**Section 2** -Employees will not be compensated during the administration of discipline unless the discipline is during their regularly scheduled work hours. To the extent possible, discipline will be administered during the employees scheduled hours. However when this is not possible, discipline will be administered at a mutually agreed upon time.

NOTE: This article is not applicable to work that is a continuation of, or immediately preceding, his/her regular work schedule.

**ARTICLE 16: HOLIDAYS**

**Section 1** - All full-time bargaining unit members, including non-essential staff, are entitled to the following contractual holidays with pay: Full-Time bargaining unit members who are not scheduled to work will receive 8 hour straight pay for the following contractual holidays listed below.

- |                             |                  |
|-----------------------------|------------------|
| New Year's Day              | Veterans Day     |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Memorial Day                | Independence Day |
| Christmas Day               |                  |

Part-Time bargaining unit members who are not scheduled to work will receive 8 straight hours pay for the following contractual holidays.

Martin Luther King, Jr. Day

Thanksgiving Day

Christmas Day

If a full-time bargaining unit member, both essential and non-essential, is required to work on one of the recognized holidays listed below, they shall receive their regular rate of pay, plus holiday pay (double time) for actual hours worked. Any employee who is not in active pay status on both the scheduled day prior to and the scheduled day following a holiday, shall not be paid for that holiday.

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Christmas Eve
Memorial Day	Easter Sunday
Independence Day	Christmas Day
Labor Day	

**Section 2** - All intermittent and part-time bargaining unit members who work one of the eleven (11) contractual holidays mentioned above shall receive their regular rate of pay plus holiday pay (double time) for actual hours worked. All intermittent workers who do not work on one of the recognized holidays will not receive compensation.

If a holiday falls on Sunday, it will be observed on Sunday; if it falls on a Saturday, it will be observed on Saturday.

If a holiday occurs while and employee is on vacation, such vacation day will not be charged against their vacation leave.

For purposes of this article, Active pay Status is defined as paid sick leave, paid vacation leave or other leave that has been approved by the Executive Director or her designee and is paid work time.

**Section 3** - If at the Gender Specific Program, there are no residents on the holiday, the staff scheduled to work may, with prior authorization from the supervisor be away from the Gender Specific Program as long as they remain able to be contacted either via phone or pager. They will be compensated at their regular rate of pay for being on-call and compensated at the holiday rate as prescribed above if they are needed to return to the Gender Specific Program.

**ARTICLE 17: VACATION**

**Section 1** - Full-time bargaining unit members are eligible for paid vacation leave according to the following eligibility guidelines:

**YEARS OF SERVICE**

FOR	RATE OF ACCRUAL	ELIGIBLE
1 - 8 years	2 weeks vacation	3.1 hrs per pay period
9 - 15 years	3 weeks vacation	4.6 hrs per pay period
16 - 25 years	4 weeks vacation	6.2 hrs per pay period
After 25 years	5 weeks vacation	7.7 hrs per pay period

Part-time employees shall receive vacation leave on a pro-rated basis at .03875 per hour.

**Section 2 - Vacation Requests.** Vacation requests submitted between January 1 and February 1 (11:59 p.m.) will be awarded based on seniority. Vacation requests after February 1 will be awarded on a first

come, first served basis. Vacation requests must be made at least 30 days in advance and are subject to the recommendation of the Supervisor and approval of the Executive Director. Vacation time must be accrued and employees worker status must be eligible or such request will be denied.

**Section 3** - up to three (3) years vacation leave may be accrued at the rate of two (2) weeks per calendar year.

**Section 4** - Bargaining unit members are not permitted to work rather than take vacation leave and be paid for hours worked plus vacation pay.

**Section 5** - Additional vacation leave is not accrued through the accumulation of paid overtime.

**Section 6** - No vacation leave beyond three (3) years accumulation (Section 3), shall be carried over. A bargaining unit member is entitled to compensation, at his/her current rate of pay for all accrued vacation leave at the time of separation or retirement.

**Section 7** - Requests off that fall on Monday or Friday will not be unreasonably denied.

**Section 8** - It is understood that on occasion management at their availability may cover vacation requests if no bargaining unit employee is available to cover.

#### **ARTICLE 18: SICK LEAVE**

**Section 1** - Sick leave shall be granted to all full-time and part-time bargaining unit members as defined in this Article. Sick leave may be requested for the following reasons upon employees written request for paid sick leave.

- A. Illness or injury of the employee or a member of his/her immediate family;
- B. Exposure of employee or a member of his/her immediate family to a contagious disease, which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental or optical examinations or treatment of employee or a member of his/her immediate family;
- D. Pregnancy, childbirth and/or related medical conditions.

**Section 2** - For purpose of this article, the "immediate family" is defined as: spouse, mother, father, brother, sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of parent.

- A. If medical attention is required, a certificate stating the nature of the illness or injury from a licensed physician may be required to justify the use of sick leave of over three (3) consecutive days.
- B. The Executive Director maintains the right to question any employee's absence.
- C. For each completed hour in active pay status, an employee earns .0575 hours of sick leave, up to 4.6 hours per pay period. Active pay status is defined as hours worked and hours on sick leave, vacation and holiday leave.
- D. Part-time bargaining unit members accrue sick leave on a basis proportionate to the hours paid each pay period.

- E. The amount of sick leave time any one employee may accrue is unlimited.
- F. Sick leave shall be charged in minimum amounts of one-half (1/2) hour.
- G. Management will be responsible for maintaining records of sick leave earned, sick leave used, and the balance of sick leave for each employee. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records shall be subject to disciplinary action including discharge.
- H. A bargaining unit member who is absent from duty with an illness or injury for more than three (3) consecutive days is required to submit to the facility a physician's statement permitting the employee to resume the regular duties of their designated position.
- I. In the event an employee is absent three (3) consecutive days without notification to, or prior approval from the employer, such employee shall be considered as having voluntarily resigned, resulting in termination of employment.
- J. It is understood that the operation of the District will not be reasonably disrupted in any manner as a result of Medical/Dental appointments. Employees shall attempt to schedule Medical/Dental appointments during non-working hours. If this is not possible all appointments should be scheduled either at the beginning or end of your scheduled shift when possible and an employee shall only be charged for the actual hours used which they would have otherwise been scheduled to work.

**Notification by Employee:** When a bargaining unit member anticipates his/her absence from work, they shall notify the Human Resource Administrator or Supervisor on duty of the expected absence at least two (2) hours prior to the beginning of the scheduled shift except in unforeseen circumstances. An employee is not excused from work until their shift has been filled. If it cannot be filled, the least senior person working the current shift, gender appropriate, shall be mandated and must accept the assignment including cross-trained staff. Future mandations shall be by rotation.

**Section 3** - If a bargaining unit member has a prolonged illness or other reason for extended sick leave, the Executive Director and the Immediate Supervisor shall be made aware of this situation and the employee may not be required to notify the Executive Director and/or Supervisor on a daily basis of such leave. Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances. If the Executive Director is not made aware of this situation, the Executive Director may charge the employee's absence to Leave without Pay.

**Section 4** - If an employee fails to file a required or requested physician's certificate or written signed statement verifying sick leave, and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

**Expiration of Sick Leave:** If a bargaining unit member's illness or disability continues longer than the time covered by earned sick leave, vacation, or personal leave the employee may be granted a Leave without Pay. Any employee desiring extended sick leave, following expiration of sick leave credit, must make such request in writing to the Executive Director.

**Previously Accumulated Sick Leave:** Any previously accumulated sick leave of a bargaining unit member who has been separated from employment in the public service (except by retirement) shall be returned to that employee's balance upon re-employment in the public service, provided that such re-employment occurs within ten (10) years following the date on which the employee was last terminated from public service.

**Transfer from Public Agencies:** A bargaining unit member who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of sick leave accumulated permitted in the public agency to which the employee transfers.

#### **Section 5 - Sick Leave Conversion upon Retirement**

1. A bargaining unit member who, at the time of retirement by permanent disability or by resignation from active service with the County, and has ten (10) or more years of service with the County, the State, any political subdivisions, or any combination thereof, shall be paid in cash for one-fourth the value of all accrued but unused sick leave credit up to and including thirty (30) days of such credit.
2. To qualify for such payment, the employee must be eligible to receive PERS benefits.
3. Payment shall be based upon the employee's hourly rate of pay at the time of retirement.
4. Payment under this policy shall eliminate all sick leave credit accrued by an employee.
5. Eligible employees, retiring from active service, shall complete a Sick Leave Conversion Form to initiate the payment process.
6. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2133.04 of the Ohio Revised Code, or be paid to the employee's estate.

#### **Section 6 - Employee Sick Leave Incentive Program.**

Incentives will be provided to all employees who do not use Sick Leave at intervals of four (4), eight (8), and twelve (12) months annually as determined by the Labor Management Committee provided that funds are available.

#### **Section 7 - Shared Sick Leave Program**

Details of a Shared Sick Leave Program will be provided by the Labor Management Committee provided that funds are available.

### **ARTICLE 19: PERSONAL LEAVE DAYS**

**Section 1** - All full-time bargaining unit members shall be entitled to three (3) days of personal leave as of January 1st of each calendar year. Newly hired full-time bargaining unit members shall not accrue personal days until the satisfactory completion of their probationary period on a pro-rated basis.

**Section 2** - All part-time bargaining unit members who work at least twenty-nine (29) hours shall receive two (2) personal leave days as of January 1st of each calendar year. Newly hired part-time bargaining unit members shall not accrue the personal days until the satisfactory completion of their probationary period.

**Section 3** - All temporary positions that extend beyond six (6) months will be credited with one (1) personal day that shall follow the same guidelines as personal days for full and part-time bargaining unit members.

**Section 4** - Each request for personal leave must be made at least five (5) days in advance of its intended day of usage. (Emergency consideration may be given by the Executive Director).

**Section 5** - Such personal leave is non-cumulative and must be used during the calendar year the personal leave was credited or will be forfeited without compensation.

**Section 6** - Personal leave days may be taken in no less than one-half (1/2) day increments.

**Section 7** - Only one employee may be absent of personal leave at any one time per shift.

#### **Section 8 – PERSONAL SICK LEAVE**

- A. Full time employees may convert up to five (5) sick days to personal days charged against accrued sick leave hours. Part-Time employees who work at least twenty-nine (29) hours a week may convert up to four (4) sick days to personal days charged against accrued sick leave hours. All part-time employees who work less than twenty-nine (29) hours a week shall have their personal sick days pro-rated on hours worked, with a minimum of two sick days guaranteed. Sick days that have been converted to personal days must follow Sections 4 and 5 above.
- B. If the employee chooses, he or she may be paid for their personal sick days to be charged against accrued sick leave hours.
- C. To request said payment the employee must submit a request to the financial officer in writing by November 1<sup>st</sup> for payment the first payday of December.
- D. In order to request usage or payment of personal sick leave, the sick time must be on the books at the time of the request.

**Section 9** – Any combination of time off or request for payment is permitted for the personal sick leave days for each employee.

#### **ARTICLE 20: BEREAVEMENT LEAVE**

**Section 1** - All full - time and part - time bargaining unit members shall be entitled up to three days absence with pay at their regular rate following a death in the employee's immediate family. All full time and part-time employees will receive one day bereavement for the death of a person outside the immediate family. Bereavement leave for the purpose of a passing outside of the immediate family will be limited to two days per calendar year.

**Section 2** - For purpose of this article, the "immediate family" is defined as: spouse, mother, father, brother, sister, child, step-mother, step-father, step-brother, step-sister, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of parent. All Full and Part Time employee will receive an additional 2 days bereavement leave per calendar year for the death of a person outside the classification of immediate family. These days can be used consecutively.

**Section 3** - In order to qualify for the leave provided under this Article, the employee must personally notify his/her Immediate Supervisor or the Executive Director prior to the start of the employee's regular shift. It is further understood and agreed that the employer reserves the right to require an employee granted a leave under this Article to provide the Employer with documentation of the relationship and the attendance at the bereavement services.

**Section 4** - Upon approval of the Executive Director, the employee may be granted additional time off to be charged to his/her sick, vacation, or personal leave balances. An employee with no accumulated leave balances may request a leave of absence without pay.

**Section 5** - If an intermittent employee has suffered a loss within the terms of this Article and has already been scheduled to work, he/she will be excused from work up to three (3) days maximum and compensated at their regular rate of pay for the hours that he/she was previously scheduled to work.

#### **ARTICLE 21: CIVIL LEAVE**

**Section 1** - A full-time and part-time bargaining unit member who is:

- A. Called for jury duty;
- B. Subpoenaed as a witness in a case in which he is not a party;
- C. A part in an action related to his/her employment in which his/her interest is not adverse to that of the District;

shall be granted full pay for regularly scheduled working days. Any compensation received from the Court for such periods of court service shall be submitted to the Employer for deposit with the County treasurer. The employee shall retain all compensation received from the Court for service outside his regularly scheduled working days. The employee shall be required to submit to the Executive Director a copy of the jury summons or subpoena as verification of the leave. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday, shall report to work for the remaining hours after being given a reasonable time to change clothes in order to prepare for work duties.

For personal appearances in Court (divorce, child custody, civil suits, etc.) the employee may receive leave without pay or take personal days or take vacation time or personal leave.

#### **ARTICLE 22: MATERNITY LEAVE**

**Section 1** - Maternity leaves are qualifying events under the Family Medical Leave Act (FMLA). Any bargaining unit member who becomes pregnant shall, upon request made to the Employer, be granted leave to absent herself from work for maternity purposes if she is physically unable to do her job. In accordance with the FMLA guidelines, maternity leave is granted as follows:

Each employee who requests such leave must submit a physician's certificate stating that she is unable to perform her duties, and the probable period of time for which the employee will be disabled.

**Section 2** - The Employee may take a leave of up to six months. This period will be in unpaid leave status. The employee may substitute any or all accrued sick leave and vacation leave for any portion of the six months period. At the expiration of six (6) months, additional unpaid leave may be granted to the employee if required by a physician. Male employees shall also be granted leave described in this section for the birth of a child.

**Section 3** - If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin sick leave, vacation leave and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. Should the employee refuse all of the above options, the Employer may place the employee on involuntary disability separation. The employee may appeal such action through the grievance procedure.

## **ARTICLE 23: LEAVE OF ABSENCE WITHOUT PAY**

**Section 1 - Personal Leave.** A personal leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity leave, paternity leave, child-rearing, and adoption leave. Such leaves may be extended upon written request for a period of up to six (6) months.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification relating to disciplines associated with juvenile justice, social work or child psychology. The leave maybe granted for a period of up to six (6) months.

A leave of absence shall not be unreasonably requested, nor shall they be unreasonably denied. If it is found that a leave is not actually being used for the purpose for which it was granted, the employer shall cancel the leave and direct the employee to report for work within three (3) days. The employee that fails to return within three (3) days shall be terminated.

**Section 2 - Union Leave.** Employees appointed or elected to union positions or office shall be granted an unpaid leave of absence in three (3) month increments for a period not to exceed his/her term of office or position. This section will never affect more than one (1) employee at a given time.

Employee's schedules shall be adjusted to permit attendance at delegate meetings, conventions or executive board meetings. The Union shall give the Employer at least thirty (30) days advance notice of the date of such training.

**Section 3 - Worker's Compensation Leave.** When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Worker's Compensation. The employer shall allow an employee to use accrued paid sick and vacation time while the employee is off on Worker's Compensation leave, but such leave must be repaid when the employee receives their Workers Compensation payments. The payments will be used to buy back used sick leave or vacation leave.

**Section 4 - Return to Service.** When an employee returns from a leave of absence, he/she is to be returned to the classification held previously. If any employee is returning from a medical leave of absence, he/she will be required to provide medial documentation as to their fitness for duty.

**Section 5 - Seniority.** Seniority shall accrue while on leave of absence.

**Section 6 - Military Leave of Absence.** The provisions of State and Federal law shall prevail for all aspects of military leave including request for and return from such leave.

**Section 7** - All leave of absences under Section 1 of this Article must have the prior approval of the Executive Director.

## **ARTICLE 24: LAYOFF AND RECALL**

**Section 1 - Layoff Procedure.** In the event any layoff is implemented within the bargaining unit in the classification(s) affected, the order of layoff shall be:

- (a) There shall be the opportunity for any employee within the classification affected to volunteer for the layoff.

(b) All probationary employees shall be separated before any non-probationary employees. All non full-time employees shall be separated before any full-time employees.

(c) Employees with the least seniority within the affected classification shall be laid off first.

**Section 2 - Recall.** When it is determined by the Employer to fill a vacancy or to recall employees in the classification where a layoff occurred, the following procedure shall be adhered to:

The most senior laid off employee shall be recalled first. Employees shall have recall rights for a period of eighteen (18) months. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the Employer. If an employee fails to notify the Employer of his/her intent to report to work within seven (7) days of receipt and return to work within fourteen (14) days, he/she shall lose recall rights.

No vacancies shall be filled by new hires as long as qualified employees possess recall rights.

**Section 3 - No Reduction of Hours.** If the work force is to be reduced it shall be accomplished by layoff and not by any hours reduction.

**Section 4 - Bumping.** An employee who is laid off shall, if that employee had the necessary certification and/or licenses, have the right to bump into a classification she/he previously held. The laid-off employee shall bump the least senior person in the classification.

**Section 5 - Notification.** The District shall notify the Union in writing thirty (30) days prior to the implementation of the layoff.

## **ARTICLE 25: VACANCIES**

**Section 1** - A vacancy is defined, as an opening in a full-time or part-time position in the bargaining unit, which the Employer has determined, is necessary to fill.

**Section 2** - Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the employee's bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written letter of intent to the Employer. The Employer shall not be obligated to consider any applications submitted after the posted date.

**Section 3** - Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, up to thirty (30) calendar days, at the discretion of the Director, pending the Director's determination to fill the vacancy on a permanent basis.

**Section 4** - Nothing in this Article will prohibit a part-time and/or intermittent employee from bidding on a full-time position.

**Section 5** - All timely filed applications shall be reviewed considering the following criteria, not necessarily in this order: length of service, work record including employee performance evaluations, attendance, disciplinary records, (minor discipline is not a disqualifier). Where more than one applicant is deemed qualified and where qualifications of those applicants are relatively equal, then the appointment will be made on department seniority. The Employer has the exclusive right to determine qualifications.

**Section 6** - An employee who desires to be considered for vacancies covered under this article, which becomes available during the employee's vacation or leave of absence, shall notify the Employer of his desire in writing before he leaves for vacation or leave of absence.

**Section 7** -, The Employer agrees that the person filling the vacancy under this section may return voluntarily to the position previously held during the probationary period. The Employer also has the right, with just cause to return said employee to his or her former position during the probationary period.

**Section 8** - The Employer may post all in-house jobs including those open positions not in the bargaining unit.

#### **ARTICLE 26: SENIORITY**

**Section 1 - Seniority Definition:** The total length of continuous service in a full-time position within the bargaining unit dating back to the first date of hire. Only the following shall interrupt continuous service within the bargaining unit:

1. Separation due to resignation or retirement;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

**Section 2 - Seniority Lists.** The Center shall maintain seniority lists of all Employees and shall furnish said lists quarterly to the Union. Such lists shall include the name, address, phone number, current classification, seniority date, and seniority for all Bargaining Unit employees.

**Section 3 - Identical Hire Dates and Grandfathering of Seniority.** When two or more employees have the same date of hire, seniority shall be based on the last four digits of the employees' social security number. The lowest number shall be considered the most senior.

#### **ARTICLE 27: SUBCONTRACTING**

**Section 1** - No bargaining unit work will be done by subcontracting or personal service contract without notification to the Union except in emergency situations as deemed by the Executive Director.

Major maintenance such as, but not limited to, replacement or repair to the roof, painting of the building and the repair and maintenance of equipment is permitted without consultation with the Union.

#### **ARTICLE 28: NEW CLASSIFICATIONS**

Should a new classification that is eligible for inclusion within the Agreement be established during the life of this Agreement, the Employer agrees to:

1. Negotiate a rate of pay for the new classification that is in proper relation to the rate of pay for other classifications covered by this Agreement.
2. Post all vacancies within the new classification in accordance with other, appropriate provisions of this Agreement.

For the purpose of this Article both parties recognize that grant-funded positions are not eligible for inclusion within this Agreement.

#### **ARTICLE 29: STAFF TRAINING**

**Section 1** - The District will provide at least forty (40) hours of orientation training to newly hired employees at the Sargus Juvenile Center as required by the Department of Youth Services. The District

will provide at least fifty-two (52) hours of orientation training to newly hired employees at the Gender Specific Programs as required by the Department of Job & Family Services.

**Section 2** - All district staff will be required to receive an additional training on an annual basis as required by the Department of Youth Services and/or the Department of Job and Family Services. The Executive Director shall determine all training programs and training sites. The District will be responsible for payment of salaries and expenses as per the negotiated contract.

### **ARTICLE 30: LABOR MANAGEMENT COMMITTEE**

**Section 1** - The parties agree to establish a Labor/Management Committee, for the purpose of fostering improved communication and promoting a climate of professionalism and constructive employee/employer relations.

**Section 2** - The Committee shall be composed of the Union delegates, interested Union members, and at least two (2) management employees. The Union Organizer and a Management Consultant may also attend the meetings. The Committee shall meet on an as-needed basis when pertinent issues arise. All meeting minutes shall be sent to the Union Organizer.

**Section 3** - The Committees shall discuss issues of concern to both the Union and the District. Recommendations may be submitted to the Director for consideration

**Section 4** - Labor/Management meetings may be scheduled during the normal working hours with no loss of pay for any of the committee members. Meetings during working hours cannot interfere with the normal operations of the District programs.

**Section 5** - The Committee shall have no authority to bargain for the parties on any issue, or to determine the disposition of any grievance.

### **ARTICLE 31: HEALTH AND SAFETY**

**Section 1 – General Duty** – Occupational health and safety are the mutual concern of the Employee, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware of to their supervisor. The Employer and the employees shall comply with applicable Federal, State, and local safety laws, rules, and regulations and District safety rules and regulations. Nothing in this article will imply that the Union has assumed legal responsibility for the health and safety of employees.

**Section 2 - Hepatitis B Shots.** The Employer will provide Hepatitis B shots to all employees who request the shots. The District shall pay Hepatitis B pre and post screening not covered by the employee's insurance.

**Section 3 - Safety Equipment.** The Employer will provide required equipment and accessories deemed necessary by the Executive Director and/or applicable law to perform job responsibilities competently and safely. Such equipment and accessories shall remain the property of the Employer.

**Section 4 – Unsafe Conditions** – All employees shall report unsafe conditions related to physical plant, tools and equipment to their supervisor, the Executive Director or her designee. Additionally, matters related to residents which could be considered emotional or physical abuse shall be reported to a Supervisor.

**Section 5** -When known, the Employer shall advise employees of the medical conditions and precaution designations of residents, in order to reduce the risk of infection and communicable disease. Such

disclosure shall be subject to and limited by the resident's rights to confidentiality and to applicable State and Federal law.

**Section 6** When known, and as required by state or federal law, employees should notify the Executive Director that they have a medical or physical condition, which provides a risk of infection or transmission to residents or co-workers.

**Section 7** The Labor Management Committee shall serve as the Health and Safety Committee.

**Section 8** – When an employee is found to be suffering from an ailment that there is reasonable evidence to believe it was contracted in the course of their work, and there is documented evidence in the form of an incident report and substantiated workers compensation claim, that member will not incur an occurrence for a work-related absence.

#### **ARTICLE 32: SNOW DAYS**

**Section 1** - If a bargaining unit member is unable to get to work due to inclement weather, the bargaining unit member will not be compensated financially for the time they are not at work.

**Section 2** –Due to the nature of our work, in inclement weather employees are expected to make every reasonable attempt to report to work when scheduled. If the employee is unable to report at the beginning of her/his shift, he/she is expected to report as soon as possible. Employees are required to notify their supervisor if they will be late or absent due to the weather.

**Section 3** - Full-time and part-time bargaining unit members are permitted to use personal or vacation days for the time they are absent from work.

**Section 4**- If a bargaining unit member is unable to leave work due to inclement weather they may remain in an on-duty status and be compensated financially with overtime if applicable, upon the approval of the Immediate Supervisor or the Executive Director.

#### **ARTICLE 33: REIMBURSEMENTS**

**Section 1 - Damaged Articles.** The Employer will reimburse bargaining unit members for clothing damaged in altercations with residents while on duty. The reimbursement shall not exceed the actual cost of the replacement and in no event shall the reimbursement exceed thirty (30) dollars per piece of clothing nor one-hundred (100) dollars maximum per altercation per person. The Employer has the final right to determine whether to approve the replacement or to pay the thirty (30) dollars per piece of clothing. Eyewear damaged in altercations with residents while on duty will be reimbursed at up to two-hundred (200) dollars of the actual cost of the replacement of amounts not covered by insurance. Amounts over two-hundred (200) dollars require prior approval of the Executive Director.

#### **ARTICLE 34: EXPENSE REIMBURSEMENT**

**Section 1** - Bargaining unit members shall receive reimbursement for expenses incurred while traveling on official agency business. Expenses shall be reimbursed in the following manner:

##### **A. Mileage, Parking and Tolls**

1. Employees shall be reimbursed for actual miles while on official Employer business, at the approved County rate, when using personal vehicles. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g. gas, oil, depreciation, insurance, etc.) Mileage reimbursement is payable for only one vehicle when less than five (5) employees are traveling to the same training site. When five (5) or more employees are required to attend the same training session, two (2) vehicles are authorized. Additional vehicles may be authorized due to seating capacities.

2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for the above are required.
3. No expense reimbursements are paid for travel between home and office during the normal work schedule.

**B. Overnight Expenses**

Expenses covering the cost of a motel room will be reimbursed when an employee travels out of the county on official business and such travel requires an overnight stay.

**C. Meal Reimbursement**

An employee is eligible for meal reimbursement for all training outside of those provided at the Center.

**D. Requirement**

- (1) When an employee is required to be on the road prior to 6:00 a.m., or when an overnight stay was required.
- (2) Travel extends between the hours of 11:00 a.m. and 3:00 p.m.
- (2) When an employee is required to be on the road after 7:00 p.m. or where an overnight stay was required.

**Section 2**

- A. The Employer retains the right to deny expense reimbursement if it is determined that expenses incurred are frivolous or unreasonable in nature and/or not in compliance with the provisions of this Article.
- B. Non-reimbursable items shall include but not be limited to alcoholic beverages, entertainment, dry cleaning, laundry, room service, and tips other than for meals. Telephone calls are reimbursable only if necessary for official business.
- C. Reimbursement shall be made only upon submission of receipts.
- D. All overnight expenses must have prior approval of the Executive Director.
- E. Bargaining unit members may be required to attend training sessions or workshops that demand one-day travel time before and after the training session. The bargaining unit member shall be paid his/her rate of pay for those days required to travel. In addition, the member shall be reimbursed for expenses as per Section 1 of this article, and must be approved by the Executive Director prior to going to the training session or workshop.
- F. Bargaining unit members will be paid their travel time at their daily rate of pay while traveling to training sites that are two (2) or more hours from the District if the workday exceeds eight (8) hours.

**ARTICLE 35: INSURANCE**

Hospitalization insurance is available to all bargaining unit members who are regularly employed a minimum of 30 hours a week at the employee's option. Should more than one plan be offered, the employee will have the right to choose which plan better suits their needs. New employees must sign up for one of these plans within their first thirty (30) days of employment. Employees may change from one plan to another during the open enrollment period.

Any employee interested in single or family coverage must sign a "Payroll History Record" form to designate the type of plan and coverage desired and must meet the requirements established by the insurer. Insurance coverage becomes effective the first day of the month following thirty days of employment.

Though participation in any of the plans is voluntary, it is important to note that the costs of the plans are considered part of the total compensation package of county employees. All employees are encouraged to purchase hospitalization and major medical insurance - either through the available plans or through another insurer of their choice.

Each employee who waives the County's Health Insurance coverage shall be offered a cash payment as a buyout. Employees who desire this buyout must submit adequate evidence that they are currently covered under alternate health insurance.

The insurance shall be consistent with the county plan. The Employer will not pay any part of the premium for a month in which the employee is not in an active pay status, i.e.; a leave of absence without pay. When the employer ceases payment, it shall be the responsibility of the employee to pay the entire premium if he/she desires to continue coverage.

For additional information on the employer's insurance plans, refer to the Belmont County Personalized Employee Plan.

#### ARTICLE 36: UNION SECURITY

The Employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization for any bargaining unit member on a form provided by the Union.

All employees in the bargaining unit pursuant to Section 4117.09 of the "Ohio Revised Code" who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit member shall be automatic and does not require authorization by the non-member employee. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a Union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the "Ohio Revised Code". The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the bargaining unit unless otherwise stated in this Agreement.

The Employer will terminate dues deductions for the following reasons:

- A. Bargaining unit member signs cancellation notification on the form provided by the Union.
- B. Bargaining unit member resigns, is discharged, or severs employment with the Employer for any other reason.
- C. Bargaining unit member is laid off.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any actions taken or not taken as a result of the Union under the provisions of this Article including fair share fees, deductions and remittances.

### **ARTICLE 37: PAYROLL CHECK OFF AUTHORIZATION**

#### **Section 1 - Authorized Pay roll Deductions for Union Dues.**

1. Upon receipt of a lawfully written payroll authorization card from an employee who is a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages of said employee dues each month and remit to the Union at its Columbus, Ohio office regular monthly dues and initiation fees as required by the Union's constitution and bylaws. The initiation fee shall be paid in two consecutive monthly installments beginning with the first pay period after receipt of the employee's payroll authorization card.
2. The Employer shall be relieved from making such check-off deductions from any employee who has joined the Union and who has provided a check-off authorization upon (a) termination of employment; (b) transfer to an operation other than one governed by this bargaining unit; (c) layoff from work; (d) leave of absence as defined herein; and (e) revocation of check-off authorization in accordance with its terms or with applicable law.
3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
4. The Union shall advise the Employer in writing of the schedule of dues or fees to be deducted from each employee.
5. Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.
6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorney fees, by an employee arising from deductions made by the Employer hereunder. Once those funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **ARTICLE 38: GENERAL PROVISIONS**

**Section 1.** All employees will be notified in writing of any changes in policies thirty(30) days prior to the implementation of such policy. Such changes will not be arbitrary or capricious. All such changes will be sent to the Union organizer thirty(30) days prior to implementation.

**Section 2** -. No working out of classification as determined by job descriptions

**Section 3** -. - There shall be no bargaining unit member displaced by supervisors.

**ARTICLE 39: SUCCESSORSHIP**

The Employer agrees that if the business is ever sold, the successor, also known as the purchaser, shall be bound by this labor agreement in the same manner as the current ownership is bound, unless prohibited by State and/or Federal law.

**ARTICLE 40: SAVINGS CLAUSE**

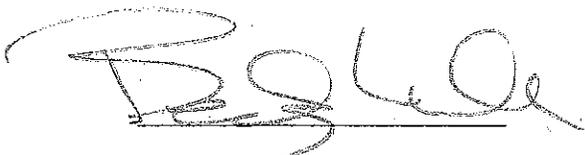
If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. The parties agree to meet and negotiate a lawful provision within a reasonable period of time to replace any provision found to be unlawful by a Court of competent jurisdiction.

**ARTICLE 41: DURATION**

This Agreement shall be in full force and effect from January 1, 2014 through 11:59 p.m. December 31, 2016.

Upon notice being given, the parties shall begin negotiations as soon as possible and shall meet and bargain as required by Law.

**For the Union**



Date: 12-30-13

Becky Williams, President  
SEIU District 1199 WV/KY/OH  
The Health Care and Social Service Union

**For the Employer:**



Date: 12-30-13

Michael Shaheen  
President, Board of Trustees  
Belmont - Harrison Juvenile District

