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AGREEMENT

BETWEEN THE

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES UNION  
OHIO COUNCIL 8, LOCAL 3794, A.F.L.-C.I.O.

AND THE

LUCAS COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES  
TOLEDO, OHIO

JULY 1, 2014 THROUGH JUNE 30, 2017

PROFESSIONAL BARGAINING UNIT

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SIGNATURE PAGE

ANNUAL SALARY RANGES

**PREAMBLE**

This agreement entered into by the Lucas County Board of Developmental Disabilities, hereinafter referred to as the Employer, and Local 3794, American Federation of State, County and Municipal Employees, A.F.S.C.M.E., A.F.L.-C.I.O., and A.F.S.C.M.E., Ohio Council 8, A.F.L.-C.I.O., hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1**

**RECOGNITION**

**Section A**

The Employer, its Successors and Assignees, recognize the Union as the sole and exclusive bargaining agent for all employees in the classifications listed below:

**Bargaining Unit A**

|   |                                    |
|---|------------------------------------|
| Accounting Specialist                               | Job Procurement Specialist         |
| Behavior Support Specialist                         | Methods Engineer                   |
| Community Travel Specialist                         | <u>Provider Support Specialist</u> |
| <u>Early Intervention Developmental Specialist</u>  | Recreation Specialist              |
| Habilitation Specialist II                          | Registered Nurse                   |
| <u>Adult Options Intake and Referral Specialist</u> | Speech/Language Pathologist        |
| <u>Job Placement Specialist</u>                     | Vocational Specialist              |

**Bargaining Unit B**

Service and Support Specialist

**Section B**

The above is a complete listing of all classifications within this bargaining unit and shall exclude any employee as provided by and defined by the Ohio Revised Code, Section 4117.01.

**Section C**

The Parties recognize that some classifications listed are not being utilized at present. However, when current/past classifications are re-utilized, said classifications shall remain in the bargaining units as defined herein subject to law.

Section D

The above represents current classifications of Professional Unit Employees established by the Employer, and neither adds to nor subtracts from the rights of employees specified elsewhere herein in this agreement, nor purports to be a substantive change, or modifies the bargaining unit originally established by S.E.R.B. Any dispute as to the inclusion or exclusion of any new classification established after the signing of this agreement shall be referred to Step 4 of the grievance procedure within thirty (30) days after such classification is established.

The Union recognizes the Employer as the appointed body which, by law, has the authority and responsibility of establishing policies for the Lucas County Board of Developmental Disabilities which conform to state and federal laws and regulations and do not conflict with this agreement. The parties recognize the Superintendent as the Employer's appointed chief executive officer.

The parties recognize the Local President as the Union's elected chief executive officer.

The term "days" when used in this agreement, shall mean consecutive calendar days unless otherwise indicated. Any such period of time referred to by this agreement shall begin on the day following the day of the act, event, or occurrence.

**ARTICLE 2**

**PLEDGE AGAINST DISCRIMINATION AND COERCION**

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of age, sex, marital status, race, color, creed, religion, national origin, political affiliation, disability, union activity, sexual orientation, military status, or veteran status.

**ARTICLE 3**

**DUES CHECKOFF**

It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.), and uniform assessments from the paychecks of all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement each payday for which current Union dues (payable in advance) and initiation fees are due the Union.

The Employer further agrees to remit to Ohio Council 8, before the fifteenth (15th) day of that month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employee shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the

date such an error is claimed. If it is found an error was made, it will be corrected as soon as possible within thirty (30) days after the Employer was made aware of the error.

All employees promoted to positions exempted by Ohio Revised Code Section 4117.01(C) shall secure a withdrawal card from the Union. Dues checkoff for any exempt positions shall cease upon the written request of the employee, but no later than the satisfactory completion of the probationary period.

The Employer shall provide the Local President the name of the employee being taken off dues deduction and the reason thereof upon the Employer's knowledge but no later than the date the payroll is sent to the Auditor.

The Union agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation of this article.

#### **ARTICLE 4**

#### **FAIR SHARE FEE**

All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this agreement, whichever is later as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

The Union agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation of this fair share fee article.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section A

For purposes of this agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any article of this agreement.

The number of days provided for the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a complaint. The time limits specified may, however, be extended by mutual agreement in writing. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant to proceed to the next step of the grievance procedure.

#### Section B

All grievances shall be presented on a form that has been mutually agreed to by the parties to this agreement.

#### Section C

An employee may have Union representation at every step of the grievance procedure. The Union steward or officer shall receive a copy of all the Employer's responses to the grievance.

#### Section D

All grievances shall be presented and processed in accordance with the following procedure:

##### Informal Procedure:

Except for class actions, the grievant and/or steward must meet with the immediate supervisor to discuss a resolution to a grievance prior to filing a grievance in accordance with Step 1. The Union and Employer may mutually elect to submit a grievance to a higher level of the procedure based on the substance of the grievance where appropriate.

##### Step 1:

The grievance shall be reduced to writing on the grievance form and submitted to the immediate supervisor within five (5) working days from the date the cause of the grievance occurs, or of the employee's knowledge of the occurrence.

The written grievance shall be signed by the grievant. In cases of "class action" grievances, any number of the affected employees may sign the grievance, and the Local President of the Union shall also sign and file the grievance.

The grievant shall set forth the specific nature of the grievance, and the specific article(s) of the agreement allegedly violated, the adjustment sought, and all facts relied upon to support the grievance. The supervisor shall respond in writing on the form provided within five (5) working days.

Step 2:

If the grievance is not resolved, the grievant and/or Union representative shall complete the next step of the grievance form, stating his reason for rejecting the supervisor's reply, and submit the grievance within five (5) working days to the next level of supervision.

The next level of supervision shall make an independent investigation and reply in writing on the grievance form within five (5) working days.

Step 3:

If the matter has not been resolved, the grievant and/or Union representative may, within five (5) working days, complete the next step of the grievance form and submit the grievance to the Superintendent who may designate a representative to conduct an investigation. The Superintendent or his designee shall render a decision in writing within ten (10) working days.

Step 4:

If within ten (10) working days the Union representative has not accepted the answer from Step 3, the grievance may be submitted to Arbitration. Prior to arbitration, parties may mutually agree to submit a grievance to mediation. The Union and Employer may mutually agree to use the services of the Federal Mediation and Conciliation Service (FMCS). Should the availability of a mediator unnecessarily delay the processing of the grievance, either party may withdraw its consent to mediation by notification in writing to the other party. The Union will be represented at the mediation by the Union President and/or designee and a representative of AFSCME, Ohio Council 8. Any expenses or fees associated with the mediation shall be shared equally by the Union and Employer. If settlement cannot be reached, the Federal Mediation and Conciliation Service will be jointly requested to provide a list of seven (7) Arbitrators to both the Employer and the Union.

The Union and the Employer shall alternately strike one (1) name from the list until one (1) name remains. The remaining Arbitrator shall hear the grievance. The Arbitrator is mandated to rule on the basis of the evidence and not substitute his judgment in lieu of the agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement, nor shall he make any decision contrary to law. The decision of the Arbitrator shall be final and binding upon all parties. An arbitration hearing shall be scheduled within 150 days of the last response in Step 3.

With employee termination cases, failure to schedule an arbitration hearing within 150 days

of the last response in Step 3 will result in back wages being tolled beginning on the 151st day unless the timelines are extended by mutual agreement in writing.

#### Section E

Expenses of the Arbitrator including, but not limited to: travel, food, salary and lodging, shall be shared equally between the parties. Additional expenses shall be paid by the party incurring the cost. Witnesses who are employees of the Employer, and called by the Union to testify, shall not be paid for the time spent in such hearing if the grievance is denied by the Arbitrator. If the grievance is sustained by the Arbitrator, the witness shall suffer no loss of pay while testifying at the Arbitration hearing.

#### Section F

The Union shall have the right to withdraw a grievance, without prejudice, from any step of this procedure.

#### Section G

The Employer will provide a table of organization defining, by name, the management personnel authorized to respond to grievances on every step of the procedure by employee classification and will update as changes occur.

### ARTICLE 6

#### DISCIPLINE PROCEDURE

##### Section A

The Employer shall not take disciplinary action against an employee without just cause. The burden of proof is on the Employer.

##### Section B

In all cases, where appropriate, principles of progressive and corrective discipline shall be followed, using written warnings and suspensions of appropriate length prior to discharge.

##### Section C

When an employee is to be disciplined, the charges shall first be reduced to writing and given to the employee. At this time the employee shall also be notified, in writing, of his right to Union representation. Charges must be presented to the employee within five (5) working days of the offense, or the Employer's knowledge of the offense, and if not presented within five (5) working days, shall be dismissed. However, if the employee is not working for any reason or if the Employer's investigation is not completed, the time limits shall automatically be extended until the employee returns to work or the Employer's investigation is completed, provided that the Union

shall be given written notice prior to the expiration of the five (5) working day period. The Employer must notify the Union no later than five (5) working days from the date of offense, or the Employer's knowledge of the offense if the Employer needs additional time to investigate. When an investigation cannot be completed within five (5) working days, a reasonable and tentative date will be given to the Union President. The Employer will make reasonable attempts to complete the investigation within ten (10) working days. When an investigation cannot be completed within ten (10) working days, a reason and tentative date will be given to the Union President.

#### Section D

A hearing shall be conducted within five (5) working days of the date the employee received the charges, unless the parties mutually agree to extend the time limits or unless the employee waives, in writing, his right to a hearing. A hearing which may lead to suspension or termination will be scheduled with the Local President or designee, and will be conducted by the Human Resources Director or his designee. The employee retains the right to request a hearing when a supervisor indicates to the employee that a verbal or written warning will be imposed.

#### Section E

The employee shall have the right to be represented by a Union representative at any hearing. No more than two (2) employee Union representatives shall be released without loss of pay to attend a hearing. If a Union officer on release time is present, then only one other employee Union representative shall be released without loss of pay. Either party may call witnesses to verify or refute the charges. Witnesses shall not suffer harassment or face retaliation from either the Employer or the Union for their testimony.

#### Section F

The parties agree that when the charges involve a serious offense such as, but not limited to, being under the influence of drugs or alcoholic beverages, physical violence, gross insubordination, abuse or neglect of individuals served, or for any other just and reasonable cause, an employee may be suspended without pay pending completion of investigation; provided that a hearing is scheduled before the Human Resources Director or his designee with the employee represented by the Local President or Union staff representative prior to the suspension without pay; and provided further that in such cases, the Employer shall notify the Local President, upon request of the employee, and schedule a hearing in compliance with Section D, but no later than ten (10) working days after the suspension, unless postponed by mutual agreement.

#### Section G

When filing a grievance, the grievance shall be submitted to the next level of supervision from which the discipline was imposed within five (5) working days, as outlined in the grievance procedure. The Union shall have the right to withdraw a discipline grievance without prejudice, except as to timelines.

Section H

When an employee has not been disciplined for 12 consecutive months, prior written warnings and suspensions without pay of three days or less shall not be considered in determining progressive discipline or promotion and will be placed in a separate file in Human Resources.

When an employee has not been disciplined for 24 consecutive months, prior suspensions without pay of more than three days shall not be considered in determining progressive discipline or promotion and will be placed in a separate file in Human Resources.

Section I      Due Process Rights

1. If an employee is being interviewed in an investigation that may lead to disciplinary action against the employee, the employee may request a Union representative to be present. The Employer will inform the employee when it is conducting an MUI investigation.
2. The notice of infraction must be specific enough to understand the charges and include a brief description of the facts.
3. The Hearing Officer or supervisor must base his findings on evidence presented during the hearing. The Hearing Officer or supervisor will make a discipline recommendation at the conclusion of the hearing whenever possible.
4. The Employer must disclose all fully investigated pending charges.
5. The employee has the right to face accusers involving an alleged charge and cross examine witnesses with the following understanding:
  - a. The Human Resources Director will determine whether an individual served will appear at a hearing. The Union may request that the Human Resources Director interview an individual served as a witness with the Union representative present.
  - b. Other non-employee witnesses may testify by telephone if penalty sought is less than a suspension. Contact with such witnesses by the Union shall only be made in the presence of an Employer representative.

Section J

Verbal reprimands and/or counselings shall be given in private.

**ARTICLE 7**

**PERSONNEL FILES**

Personnel files shall be maintained only by the Human Resources Department.

An employee shall receive a copy of any documents placed in the personnel/supervisory file upon request.

An employee may respond in writing to information in his file and have a relevant response included in the file. Upon request of the employee, the Employer shall provide copies of the documents, except those documents that require a third party release, at a minimum charge of five (5) cents per copy.

An employee may grieve the inclusion of any material in his file within ten (10) working days of receipt of copy.

Supervisory files may be kept by the immediate supervisor. The supervisory file may contain notes of employee conferences, observation notes of work performance, attendance records, and documents relevant to the employee's performance both positive and negative. When an employee has not been disciplined for twelve (12) consecutive months, prior written warnings and suspensions without pay of less than three days shall not be considered in determining progressive discipline or promotion. When an employee has not been disciplined for twenty-four (24) consecutive months, prior suspensions without pay of three days or more shall not be considered in determining progressive discipline or promotion. All counselings in an employee's supervisory file shall be reviewed annually. If there are no other counselings of like and similar incidents the counselings shall be removed.

In the case of a transfer the supervisory file will be sent to the new supervisor. If an employee resigns or is terminated the file will be sent to Human Resources.

An employee and his representative shall have the right to review the above files within five (5) working days of the written request in the presence of a management representative.

Upon completion of investigation anonymous material will not be placed in the personnel/supervisory files unless verified.

## **ARTICLE 8**

### **JOB POSTING AND BIDDING**

#### **Section A**

When a vacancy occurs or a new position is created within the bargaining unit, a written notice shall be posted at each work location. The notice of vacancy shall be on a form agreed to by both parties. The Local President shall receive a copy of each vacancy notice.

#### **Section B**

Vacancies, which the Employer intends to fill, shall be posted within ten (10) working days of the determination of the vacancy. Employees shall be allowed five (5) working days to file an application to fill vacancies. Vacancies shall be posted in an expeditious manner.

An employee may apply for the position by submitting a bid to the Human Resources Department within the specified time limits. Bid forms will be publicly available in each facility

and copies may be made by the employee. Every reasonable effort shall be made to fill vacancies within the bargaining unit within twenty-one (21) days.

### Section C

Provided minimum qualifications are met, positions shall be awarded by the Employer based upon seniority, subject to the following. The Employer may consider equally, in addition to seniority and minimum qualifications, verifiable direct experience, education and training related to the specific position, and work record of the bidder subject to Article 6H. Where these factors are substantially equivalent, the determining factor will be seniority.

If any bidder meets the minimum qualifications, the Employer shall not hire from the outside. When the Employer hires from the outside, the new employee must meet the same minimum qualifications of the posted position.

The Employer shall have the burden of proving, by objective evidence, that the above factors are not substantially equivalent.

Disputes under this section shall be submitted to Step 3 of the grievance procedure. If a grievance is filed, the position will not be filled permanently until final resolution of the dispute.

An employee who has been awarded a lateral position shall be notified and moved within two weeks of notification unless there would be an adverse effect in programming. If the move cannot be made within these timelines, the Local President shall be notified as to the reason(s) why. However, the move will take place as soon as possible within a reasonable amount of time. The Employer and the Union agree to a maximum of two (2) lateral moves per year.

### Section D

All bidders who were not selected for the position shall be so informed and shall be provided with the reason(s) for their nonselection or disqualification, and told who was awarded the position, in writing, within five (5) working days from the day selection was made.

### Section E

An employee removed from a position during a probationary period shall be returned to his former position or similar position.

An employee cannot sign another bid while within the probationary period. Should an emergency opening arise, and with the authorization of the Human Resources Director, the exception would be effected after notification to the Union.

### Section F

The Employer shall not change the qualifications of a position for arbitrary or capricious reasons.

Section G

Positions outside the bargaining unit shall be posted. It is understood that management will not be limited to hire from within for positions outside the bargaining unit.

Section H

Union stewards or officers may submit bids on behalf of bargaining unit employees.

Section I

Grievances alleging a violation of this article shall be submitted to Step 3 of the grievance procedure.

Section J Professional Position Interest Forms – Habilitation Specialists and Early Intervention Developmental Specialists Openings within a Facility/Early Intervention

When a vacancy which the Employer intends to fill occurs within a facility/Early Intervention, prior to programwide posting, a Professional Position Interest Form will be communicated to Habilitation Specialists/Early Intervention Developmental Specialists in the facility/Early Intervention to express an interest with the understanding that management retains the right to assign.

Section K Professional Position Interest Forms – Service and Support Specialists

When a Service and Support Specialist vacancy which the Employer intends to fill occurs within the Community Supports Department, Children’s Unit in Service and Support Administration Department, Adult Unit in Service and Support Administration Department, or Medicaid Department, a Service and Support Specialist who has an interest in transferring to a different Department may submit a Professional Position Interest Form with the understanding that Management retains the right to assign. The following procedure will be followed:

1. An e-mail announcement will be sent to all Service and Support Specialists announcing the vacancy and explaining the duties of the position with a copy to the Human Resources Department.
2. Service and Support Specialists may submit a “Professional Internal Interest Form” within three (3) days expressing their interest in the position.
3. Management will schedule a meeting with the employees expressing an interest to explain the duties of positions and valid concerns regarding acceptance of the position.

4. Positions will be assigned taking into consideration verifiable direct experience, skills, work record, education and training related to the specific position.

SASS in the Adult Unit may utilize this procedure to express an interest in a newly-created specialized caseload within the Adult Unit.

The parties will meet within six (6) months to review implementation of 8.K.

## ARTICLE 9

### NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees will be used only to fill vacancies for leaves of absence up to one year, vacations, or to supplement the work force for a period not to exceed ninety (90) calendar days unless no qualified applicant is available to fill the vacancy.

## ARTICLE 10

### JOB DESCRIPTIONS

#### Section A

The Employer will maintain accurate job descriptions that reflect actual duties performed or required of each position. The job description will accurately reflect the requirements or qualifications to perform the job. The Employer will include hours of work, equipment operated and supervisor. Current position descriptions and revisions as they occur will be provided to employees/Union President. Job descriptions will be reviewed at least annually with employees.

The Union President/designee will be invited to Position Description Review Committee meetings which address bargaining unit positions.

#### Section B

The Employer will not change or assign job duties or qualifications for arbitrary and capricious reasons.

#### Section C

The employee will contact the Union President or designee to request a job audit. The Union may request a job audit provided the request is made in writing to the Human Resources Department and states the reason for the job audit. The Union shall be notified of any job audit requests. The Human Resources Department will conduct an audit of the position in a timely manner. Within thirty (30) days after the audit is completed, the parties will meet and discuss the appropriate action. Job audit requests are limited to once per job title per year.

**ARTICLE 11**  
**EVALUATIONS**

Section A

An annual evaluation based on an employee's work record and performance shall be conducted by the Employer. Prior to each evaluation, the immediate supervisor shall notify each employee to be evaluated that they should be prepared to discuss goals for the upcoming year. Goals shall then be drafted in cooperation with the immediate supervisor.

Section B

Each employee has the right to attach comments to the evaluation form.

Section C

The Union President or designee shall be notified of an employee who is placed on a Performance Improvement Plan by the Employer. Performance Improvement Plan shall not be more than six (6) months, and all goals shall be measurable.

Section D

Prior notice and counseling must be given within each evaluation period when:

1. An employee is given the lowest rating on an evaluation, or
2. An employee drops two levels or equivalent on an evaluation while under the same supervisor and within the same job.
3. A Performance Improvement Plan is developed.

NOTE: A Performance Improvement Plan is developed when proper documentation is present, such as prior notice and counseling or after 1. or 2. above has happened.

Section E

A rating of 1 or 4 (or equivalent) must be supported by appropriate documentation.

Section F

Any work goals included in an employee's evaluation shall be mutually discussed between the Employer and the employee and shall be within the scope of the job description.

Section G

Management personnel will develop and conduct all evaluations.

## ARTICLE 12

### PROBATIONARY PERIODS

#### Section A

All newly hired employees, including rehires, shall serve a 180 work day probationary period. During the probationary period, a new employee shall be covered by the terms of this agreement and may grieve any violations of this agreement except that a new employee may not grieve his discharge.

Employees promoted from another bargaining unit shall serve a 180 work day probationary period. If an employee from another bargaining unit is awarded a position and fails to satisfactorily complete a promotional probationary period, he shall be returned to his former position or similar position in the other bargaining unit subject to the terms of the other bargaining unit agreement.

#### Section B      Lateral Transfer Period

An employee who accepts a lateral transfer (i.e., to a job classification different from one in which a probationary period has been successfully completed) shall serve a 120 work day transfer period. During the first sixty (60) work days of the transfer period the Employer may with just cause of unsatisfactory job performance return the employee to his former or similar position. In the last sixty (60) work days of the transfer period the Employer may with reasonable cause of unsatisfactory job performance return the employee to his former or similar position.

#### Section C

Before the expiration of the probationary period/lateral transfer period, the Employer may with just cause request an extension of the probationary period/lateral transfer period. Length of the extension will be mutually agreed upon by the parties.

#### Section D

An employee's probationary period shall be consistent with the Mentor Program.

#### Section E

An employee who fails to successfully complete a probationary period shall be ineligible to rebid on that job title for a period of one (1) year.

## ARTICLE 13

### SENIORITY

#### Section A

Seniority shall be defined as the length of continuous service with the Employer. Seniority

shall be measured in calendar days, from the employee's most recent date of regular employment for all purposes except for pay purposes for employees transferring into the bargaining unit.

On or after July 1, 1999, employees transferring from positions with the Employer, but outside the bargaining unit, shall be credited with 50% of their service outside of the bargaining unit for pay purposes.

#### Section B

Time spent on sick leave and any other authorized leave of absence of twelve (12) months or less shall not constitute a break in service, and employees on such leaves shall continue to earn seniority during the leave.

#### Section C

Time spent on an authorized leave of absence of more than twelve (12) months shall constitute a break in service. Employees who are on such leaves shall accumulate seniority for the first twelve (12) months of their leave. Thereafter, they shall not lose their seniority, but they shall not earn seniority for the remainder of their leave.

#### Section D

Employees who resign from employment and are rehired within one (1) year of the effective date of their resignation shall not lose their seniority. However, employees shall not earn seniority during this period of absence.

### ARTICLE 14

#### LOSS OF SENIORITY

The seniority of the employee shall be considered broken and the employee shall be terminated for the following reasons:

- A. The employee resigns and is not rehired by the Employer within one (1) year.
- B. The employee is discharged for just cause.
- C. On recall from layoff, employee fails to report on reporting day, provided recall notice has been sent by certified mail, return receipt requested, to employee's last address of record at least fourteen (14) calendar days prior to reporting date.
- D. On expiration of leave of absence, unless, for good and sufficient reason, the employee requests and is granted an extension for the leave at least five (5) work days before the date of return, but no later than expiration of date of leave.
- E. The employee is absent on his own accord for a period of more than three (3)

consecutive work days without obtaining a leave of absence except when failure to request a leave is due to circumstances beyond the control of the employee. Notice is to be sent to the employee in writing by certified mail, return receipt requested, to employee's last address of record.

- F. An employee is on a layoff recall list continually for two (2) years. Notice is to be sent to the employee in writing by certified mail, return receipt requested, to employee's last address of record.

## ARTICLE 15

### REASSIGNMENTS DUE TO FACILITY REDUCTIONS

In the event of a shift in individual population and/or reduction of personnel or classification, the employees directly affected and the Union shall be given a ten (10) work day written notice whenever possible.

The Employer shall follow the following procedure as defined:

#### Section A      Closing of a Facility

1. In the event the Employer closes an entire facility and transfers the operations to another facility, all affected classifications will be transferred to said facility.
2. In the event the Employer closes an entire facility and transfers the operations between two (2) or more facilities, only those employees affected at the closed facility will be given a choice in order of seniority on the relocated positions.

#### Section B      Classification Reassignments

1. In the event the Employer eliminates a position and finds it necessary to reassign that position within that or another facility, and the employee in that position does not elect to stay in that position, all employees within the classification will be the only employees eligible to bid on the position.
2. In the event there is an insufficient number of bidders within classification for the reassignment, the Employer shall assign the least senior affected employee(s) within the facility to said position.

#### Section C      Restructure

In the event the Employer restructures a whole Department, the Employer will meet with the Union to discuss the restructure during Labor Management.

## ARTICLE 16

### LAYOFF PROCEDURE

#### Section A

When employees are to be laid off due to lack of funds, lack of work, or for other legitimate reasons, a 30 calendar day notice will be provided to the Union and the employees. The Employer will offer voluntary layoff in the affected classification. The following provisions apply to voluntary layoff and will be communicated to the affected employees:

1. The affected employee shall have no bumping rights.
2. Employees will have health insurance according to the County Plan. The Employer shall provide written information to the employee explaining what the current County Plan is.
3. Employee shall not earn seniority while laid off.
4. Employee who accepted the voluntary layoff shall be called back after all employees who were forced in layoff no matter what their seniority is.
5. Employees who list positions for recall shall only put positions for which they want and are qualified for. If the employee is recalled to a position off their recall list that will settle the layoff.

The following provisions apply to involuntary layoff:

The employer will designate by classification and location the positions to be laid off. Employees will be laid off in inverse order of seniority.

Laid off employees shall have the option to bump into any classification for which they meet the minimum qualifications, provided they have the seniority to displace the least senior employee in the classification to which they wish to bump subject to Article 12. Laid off employees shall receive the salary of the position into which they bumped.

Notwithstanding the above procedure, an employee who has been designated for layoff may accept layoff rather than exercise his displacement rights. The exercise of such option shall not cause the Employer to prejudice the employee's rights to unemployment benefits or recall.

#### Section B

When an employee is laid off and does not bump, the employee shall declare on the form provided, those positions for which recall will be accepted provided the minimum qualifications are met. Employees qualified for openings shall be recalled according to seniority, with the most senior employee having been laid off recalled first.

Employees shall be notified by certified mail of recall to a position and will have two (2) days from the date of receipt of the notice to accept or reject the recall notice. If recall is rejected, the employee is no longer on the recall list. The two day period may be extended by mutual agreement in the event circumstances beyond the employee's control preclude the employee's response.

If the notice of recall is returned undelivered it shall be sent to the Union which will have two (2) days to respond on behalf of the employee.

Notice of recall shall be sent to the employee's last address of record with the personnel office.

### Section C

Any employee who is bumped to a different position through layoff will retain a right to recall for up to two (2) years to either any classification for which they meet the minimum qualifications or to any classification for which they meet the minimum qualifications at their previous facility.

## ARTICLE 17

### MANAGEMENT RIGHTS

Nothing in this agreement shall be construed as delegating to others the powers and responsibilities vested exclusively in the Employer by state law or otherwise, i.e., to manage and direct the work force including, but not limited to, the right to hire, discipline for just cause, discharge and demote, to plan, to fill vacancies deemed necessary by the Employer, make and enforce reasonable rules, direct and control the Employer's operation and perform other legitimate management functions including those specified or limited by Section 4117.08(A) and (C) of the Ohio Revised Code. This provision is limited by explicit provisions of this agreement.

Any matter not herein defined, shall be reserved by the Employer. The Employer agrees that future regulations that it prescribes will not conflict with the terms of this agreement.

## ARTICLE 18

### MAINTENANCE OF STANDARDS

The Employer agrees to maintain the minimum obligations and standards required by the Ohio Revised Code except to the extent superseded by the terms of this agreement pursuant to the authority of O.R.C. 4117.08(A) and 4117.10(A).

The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining or to modify any established condition of employment. Prior to changing any

conditions which the Union alleges constitutes a past practice, the Employer will make a reasonable attempt to negotiate a satisfactory resolution with the Union.

## **ARTICLE 19**

### **SAVINGS CLAUSE**

Except as provided herein, this Agreement is subject to all applicable and existing or future state and federal laws or regulations, including mandatory applicable rules and regulations of the Ohio Departments of Developmental Disabilities, Administrative Services, Education, Highway Safety and Job and Family Services. The parties agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article.

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which may have been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

The parties shall meet within ten (10) working days to renegotiate such invalidated provision(s).

## **ARTICLE 20**

### **NO STRIKE/NO LOCKOUT**

The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify its members that the strike, slowdown, work stoppage, or other concerted interferences with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order its members to return to work immediately.

It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action subject to the grievance procedure.

The Employer agrees that there shall be no lockout of employees during the term of this agreement.

## ARTICLE 21

### SAFETY

Employees will be expected to familiarize themselves and to comply with general safety rules and also with specific safety rules issued from time to time for their particular position.

Safety concern forms will be publicly available in each facility. Employees shall report, in writing, on the form provided, all unsafe conditions and/or equipment. Response, in writing, shall be provided within five (5) working days, whenever possible. The Employer agrees to provide safe and operable equipment for employees. If it is determined by the Employer that the equipment is unsafe, the employee shall not be required to use the equipment until it is repaired.

Employees are required to follow all written safety rules and regulations in addition to normal instructions of the supervisor. Verbal instructions of the supervisor which materially change the safe operating methods of equipment shall be put in writing within one (1) working day.

The Employer will comply with all applicable Public Employment Risk Reduction Act (P.E.R.R.A.) and O.S.H.A. regulations. The Employer will have available in a central location in each facility all M.S.D.S.

Nothing in this article shall imply that the Union has undertaken or assumed any portion of the Employer's responsibility to provide a safe workplace.

## ARTICLE 22

### INJURIES TO STAFF

#### Section A

The Lucas County Board of Developmental Disabilities is committed to providing appropriate programming to all Lucas County residents who have developmental disabilities. Some of these individuals have aggressive behaviors that are exhibited toward other individuals and staff. The Employer will provide, no less than annually, opportunities for staff to attend training which includes Employer's Policy/Procedure, definition of documentation required and due process rights, appropriate staff assistance, adaptive equipment, and enforcement of Employer's Policy/Procedure. The Employer will comply with all applicable P.E.R.R.A., O.S.H.A. and B.W.C. regulations.

#### Section B

If an employee is injured on the job, the Employer, when applicable, shall assist the employee in pursuing Workers' Compensation claims, or hospitalization claims. The Employer will complete processing of required forms within thirty (30) days provided necessary information is supplied on a prompt basis by the employee.

An employee who suffers an on the job injury and, as a result, is unable to perform all of the

duties of his/her current position may be eligible to participate in the Employer's Transitional Duty Program. The purpose of the Transitional Duty Program is to rehabilitate the injured employee and assist the employee in fully recovering from an injury through temporary reassignment or modification of job duties.

The Employer and Union will meet to review the progress of employees injured on the job, who are participants in the transitional duty program.

### Section C

The Employer will pay the necessary repair or replacement costs of medically necessary items (i.e., glasses, contacts, hearing aids) up to a maximum of three hundred dollars (\$300.00) where said items are damaged by individuals, not from negligence of employees. The Human Resources Director may elect to pay for additional items on an individual case basis up to the maximum allowed; however, no jewelry will be reimbursed. Payment will not be made more than once per year except by approval of the Human Resources Director.

The Employer will authorize payment for the unreimbursed costs of damage to an employee's vehicle caused by individuals under Board supervision not to exceed the lesser of the amount of the deductible or \$500, subject to:

1. Receipt of the following:
  - a. incident report verifying damage caused by individual and not by employee negligence;
  - b. receipts verifying amounts of repair; and
  - c. documentation of insurance coverage including verification of amount of deductible.
2. Reimbursement for damage to an employee vehicle will not occur if incident resulted from employee negligence or if incident report was not submitted within established guidelines for incident reports.

### Section D

With permission of the Management or Employer Representative, an employee who is injured by an individual may be released from work for remainder of the day with no loss of pay. The Superintendent or designee may authorize up to an additional seven (7) days of paid injury leave. If Workers' Compensation is received for this period, leave shall be granted only to the extent or period of time not covered by Workers' Compensation.

For absences of more than one (1) day under this Section, a signed written statement from the BWC physician of record may be required stating the nature and duration of the injury, and the employee's inability to perform regular duties.

The employee shall furnish as soon as reasonably possible to the Employer the following information:

A signed, written statement describing the circumstances and events surrounding the injury and any known cause, including the location and time of the injury, the names of any participant(s), and/or witness(es) to the extent available. Falsification of the written, signed statement of the events surrounding the injury may be grounds for disciplinary action.

#### Section E

The employee will be allowed to utilize any injury leave time not utilized in Section D to attend medically necessary therapy at a location agreed to by the Employer. A signed written statement from the employee's physician may be required stating the nature and duration of therapy. Employees will make a reasonable effort to schedule therapy so as not to conflict with client contact hours.

#### Section F

The Employer and the Union will require and maintain the Safety and Behavior Support Committee (i.e. Article 21) on this issue to review quarterly information on injuries and recommend, when possible, alternatives to reduce the number or extent of injuries.

### ARTICLE 23

#### INJURY LEAVE

Any regular employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall continue to receive hospital, medical, prescription drugs, and dental benefits for a maximum period of two (2) years with currently negotiated benefits. For employees whose injury leave starts after March 1, 2011, hospital, medical, prescription drugs, and dental benefits will continue for a maximum period of one year with currently negotiated benefits.

The employee may use earned sick leave, earned vacation leave, injury leave pursuant to Article 22, or may receive regular Workers' Compensation benefits. If an employee files a Workers' Compensation Loss Time Claim and has used earned sick leave, the employee must also complete a subrogation agreement to repurchase used sick time at the employee's regular rate of pay multiplied by the applicable benefit percentage as received from Workers' Compensation. If earned sick leave or earned vacation leave is not available or has been exhausted the employee will be on leave without pay. In all cases, the employee will continue to accumulate seniority up to a maximum of two (2) years.

In the event the Bureau of Workers' Compensation should deny any claim, disability leave will be charged to sick leave and/or vacation leave to the extent such leave is available.

Holidays which occur during the aforementioned use of sick leave shall be compensated as a holiday and not charged against sick leave.

## ARTICLE 24

### SUBCONTRACTING

The Employer shall not subcontract for work or services that would result in a layoff of bargaining unit employees or result in the elimination of a bargaining unit classification.

In the event the Employer finds it necessary to subcontract work, the Union shall be given prior notification and the opportunity to propose alternate solutions during Labor Management meetings.

The Employer will post at least every year, vacant OT/PT assignments (full or part-time) in accordance with Article 8. If another position must be subcontracted, the Employer will follow the contract language.

## ARTICLE 25

### UNION STEWARDS

#### Section A

Employees elected or appointed as Union officers and stewards shall represent the interest of the Union and the bargaining unit. The names of the stewards and their jurisdictions and officers shall be provided, in writing, to the Employer, and shall be updated as changes occur, but no less than quarterly. The Employer will not be required to recognize any employee as a Union officer or steward unless the Union has informed the Employer, in writing, of the employee's appointment or election as such.

#### Section B

The Union shall elect or assign one steward per facility/department. The steward's jurisdiction shall be defined as the facility/department in which he works.

#### Section C

In the absence of a bargaining unit steward, an officer on release time under Section G will assume the steward's duties and handle the matter during his release time period.

In an emergency only, another Union officer (or SSTC bargaining unit steward as a last resort) will handle the steward's duties.

The Union agrees to process grievances with the least possible interruption of client services.

#### Section D

The stewards, along with the individuals listed in Section C above, constitute those Union officials who shall have the right to process grievances and investigate disciplinary actions on Board time.

#### Section E

Those officials in Section D above, will be permitted to leave the job with the prior approval of the supervisor for the purpose of investigating a grievance and/or disciplinary action or attending a disciplinary hearing within the steward's jurisdiction. Such approval shall not be unreasonably denied. There shall be the least possible interruption of client services. If, for a valid reason, it is not possible to release the official, the supervisor shall explain the reason in writing, if requested in writing, and arrange a mutually agreeable time within two (2) work hours. Said official shall report to his supervisor upon completion of the investigation. Said use of this time shall not be abused. Abuse shall be subject to the discipline procedure. The Employer will furnish duplicate forms for maintaining records of time spent.

#### Section F

Employees may be represented by their steward at any step of the grievance procedure.

#### Section G     Officer Release Time

##### 1.     Local President

The Local President will be permitted to set aside two (2) full days per week for Union business. The Executive Vice President will be permitted to utilize the above when the Local President is on vacation or leave.

##### 2.     Vice Presidents

The Unit Vice President and Executive Vice President will be permitted to set aside up to five (5) hours per week during non-direct service time, whenever practical, on the three (3) days when the Local President is not available to do Union business.

Union officer release time may be used to attend conferences, conventions and seminars.

## ARTICLE 26

### UNION LEAVE

#### Section A

The Employer and the Union agree to have two (2) days in-service per year for Management and Union officers and stewards training. Additional days of joint in-service may be scheduled subject to mutual agreement. The content and other details of the program shall be mutually agreed upon between the parties. Employees shall be paid their regular rate of pay, at straight time, for the in-service.

A total of ten (10) days with pay each calendar year shall be available to the Union for bargaining unit members elected by the Union to attend conferences, conventions and seminars sponsored or conducted by the Union. Days not used each year may accumulate to the following year but not beyond the term of this agreement. The Union shall notify the Employer at least five (5) days in advance of the names of the delegates or representatives and the dates the leave is required. Union leave may be taken in increments of four (4) hours.

#### Section B

The union will be permitted to have up to thirty (30) minutes on the program during the new hire orientation and Employee Recognition Day. The time the Union will have on the program will be by mutual agreement of the Union and the Employer. Any additional days will be by mutual agreement at Labor Management meetings.

The Union will be permitted to have a table for placement of Union materials in the facility lobby for all days above and any other day by mutual agreement through Labor Management meetings. A Union member may sit at above table during these days.

## ARTICLE 27

### UNION BULLETIN BOARDS

The Employer shall provide bulletin boards for the Union. There shall be at least one (1) bulletin board for each facility operated by the Employer. The Union may post meeting notices, legislative bulletins and other pertinent information relative to Union approved activities and interests.

## ARTICLE 28

### UNION ACCESS TO BOARD FACILITIES

It is mutually agreed that the Union shall have access to the various buildings operated by the Employer, when they are available, for Union activities. The Union shall notify the

Superintendent's office and the Manager at least one (1) week prior to the intended use of said facility and shall complete a Use of Facilities Form.

The Union officers and stewards shall have access to the Employer's inter-departmental mail system including email to communicate with members of the bargaining unit, unless an employee indicates in writing to the Union that he does not wish to receive such communication.

The Union may submit reasonable public address announcements pertinent to Union activities to the Managers in each facility prior to the arrival of individuals or after individuals have departed.

The Union agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation of this article.

**ARTICLE 29**

**VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representative(s) of the Union, whether Local Union representative(s), Council representative(s), or International representative(s), shall have access to the Employer's facilities to conduct Union business.

Union representative(s) will notify the Superintendent or his designee of the visit(s). Upon arrival at the facility, the Union representative(s) will check in with the Manager, and shall not interfere with the duties and responsibilities of an employee or the operation of the facility.

**ARTICLE 30**

**LABOR MANAGEMENT MEETINGS**

Once each month at a mutually agreeable time, Employer representatives and Union representatives shall meet to discuss pending problems or grievances in order to maintain a harmonious relationship between the Employer and the Union. If either party submits a written request or question concerning a specific problem, the other party shall respond in writing to the question or request within ten (10) days.

Labor Management meetings may be cancelled by mutual agreement of the parties.

The parties may identify issues that occur over the life of the contract that may be resolved using problem solving principles with mutually developed ground rules that will not modify the agreement.

## ARTICLE 31

### PERSONNEL INFORMATION

#### Section A

The Employer shall post in each facility and provide to the Union an up-to-date seniority list of every employee within the bargaining unit no later than the first pay period of October and the first pay period of March each year. The Union shall be provided with all necessary information to update the seniority list monthly.

#### Section B

The Employer shall make available to the Union, the first pay period in September, a list of all bargaining unit classifications and job descriptions.

#### Section C

The Employer will provide each employee with his annual salary including current pay range, step, unused sick time and vacation time where appropriate, on an annual basis. The employee will also be notified when pay rate or benefit eligibility changes. Employees may request in writing updated information on an individual basis. Said information shall be provided within ten (10) working days, if possible, but no more than twenty-two (22) working days.

#### Section D

The Employer will provide to the Union a Board Policy and any other employee manuals as they may operate under. No policy manual will change or modify any terms of this Agreement.

## ARTICLE 32

### IN-SERVICE

#### Section A

There shall be a committee comprised of representatives of the Union and the Employer to recommend in-services to the Directors of each department.

#### Section B

Employees required to attend in-services beyond work hours, shall be notified as far in advance as possible, but not less than five (5) working days. The Employer will indicate on the notice if the in-service has been approved for professional growth hours.

### Section C

In-service is not to be confused with regularly scheduled staff meetings. In-services are meetings that are educational in nature or will assist the employee in improving their skills or abilities in the performance of their position. In-services are not to be confused with informational meetings conducted by the Employer.

### Section D

There shall be reasonable efforts to limit in-service meetings to one (1) hour per meeting beyond work hours, and ordinarily no more than two (2) per month.

### Section E

The Employer shall seek approval, in accordance with the applicable rules and regulations from the State of Ohio, for the application of in-service hours toward professional growth credits, clock hours, and/or continuing education hours.

### Section F

The Employer will endeavor to offer sufficient inservice for employees to meet appropriate certification. It is, however, the responsibility of the employee to maintain certification. If employees have sufficient growth hours to renew their certificate and/or are not required to have certification, employees may request in writing to utilize vacation time on an inservice day.

## **ARTICLE 33**

### **COMMITTEES**

#### Section A

The Employer may establish committees and employees shall continue to have the opportunity to volunteer for committees.

#### Section B

The general purpose, makeup of the committee, approximate duration and copy of any committee reports/minutes will be given to the Local Union President upon request.

#### Section C

No action will be taken as a result of any committee recommendation that will violate the terms of this Agreement.

**ARTICLE 34**

**BLOOD BANK**

The Employer and Union may establish a Blood Drive Committee to coordinate blood drives. During the Labor Blood Drive or additional drives arranged by the committee, employees will be given release time to donate blood during non-direct care time.

**ARTICLE 35**

**HOURS OF WORK**

In the event it is necessary to change an employee's regular starting time or quitting time, except in emergencies, the Employer shall give each employee affected by the change and the Union a ten (10) work day written notice. In the event the Employer determines a need to change the number of hours in a facility's standard work week, the Employer will negotiate said change with the Union. Such change shall not be arbitrary or capricious.

In the event the Employer implements staggered starting/closing times, the Employer shall canvass employees by seniority and classification; giving those of greatest seniority first opportunity to either accept or reject the new hours. If there is insufficient number of employees accepting the new hours, the Employer shall assign the least senior employee. This article does not apply to overtime, flex time or comp time or to positions requiring varied hours.

**ARTICLE 36**

**OVERTIME PAY**

Overtime does not apply to professionals when performing professional duties as assigned in their job descriptions.

**ARTICLE 37**

**LUNCH PERIODS**

The length of lunch periods existing at the effective date of this agreement will remain in effect. The Employer reserves the right to establish the time lunch will be taken.

Staff may be required by the Employer to monitor individuals served during their lunch. When the staff person is unable to take his lunch away from individuals served, the staff person shall be compensated an additional hour of pay if the staff person's lunch cannot be rescheduled, or the staff person cannot be released for an equal amount of time.

An employee using flex time to release for a full day will not have their lunch hour included in the flex day.

## ARTICLE 38

### MENTOR PROGRAM

The Employer and the Union will continue the development and maintenance of a Mentor Program for new hires or transfers or non-probationary employees with serious performance problems in accordance with the Mentor Program Guidelines. Mentors may be required to testify at grievance or disciplinary hearings on behalf of the Employer or the Union.

Upon submission of required reports, mentors shall be paid \$675 for those mentor assignments of 6-12 months duration and \$325 for those mentor assignments of less than 6 months duration.

## ARTICLE 39

### EXTRA ASSIGNMENTS

All qualified personnel, regardless of building assignment, may be eligible for any extra assignment provided that appointment to such assignment does not conflict with the individual's duty assignment. In all cases involving personnel assigned to work in one building and appointed to an extra assignment elsewhere, the assignment shall be by the approval of the appropriate supervisor involved.

Extra assignments shall follow the job posting and bidding procedure.

Excluding those assignments in existence at the signing of this agreement, pay for extra assignments shall be negotiated between the Employer and the Union on a job-by-job basis. In the event no agreement can be reached, the issue shall be submitted to arbitration.

Pay for extra assignments posted by Human Resources shall be \$10.00 per hour.

## ARTICLE 40

### SUPPLIES

#### Section A

The Employer will make reasonable efforts to maintain and provide all supplies and approved instructional materials required to provide consistent and quality habitative or educational services.

#### Section B

When staff request supplies or instructional materials, the staff will submit a written requisition. The Employer, within seven (7) working days, will acknowledge receipt of requisition, approval or rejection, whether needed to be ordered, and approximate time until delivery. If the

requisition requires administrative approval, approval or rejection will be indicated on a timely basis. Substantial delays in delivery will be reported to requisitioning employee, upon request.

Section C

Unresolved complaints regarding lack of supplies will be handled through labor-management meetings.

**ARTICLE 41**

**SICK LEAVE**

Section A

Sick leave shall be granted pursuant to the Ohio Revised Code, Section 124. Employees shall be permitted to accumulate sick leave at the rate of four (4.0) hours for each eighty (80) hours of service.

Section B

There shall be no limit to the amount of sick days an employee may accumulate.

Section C

Credit is given for all time in active pay status, including vacation and sick leave, not for time on leave of absence or layoff.

Section D

Each established facility/department shall maintain reasonable written procedures, whereby an employee shall notify his supervisor prior to the regularly scheduled starting time that he is requesting use of sick leave. All applications for sick leave must be submitted to the employee's supervisor no later than two (2) working days after returning from sick leave or sick leave may be denied. The Employer has the right to request a doctor's excuse after three (3) days or reasonable suspicion of abuse. Abuse of sick leave shall be subject to discipline. Falsification of either the written or signed applications for sick leave or physician's certificate may be grounds for dismissal.

Section E

With the approval of the employee's supervisor, sick leave may be used by the employee only for the following reasons:

1. Illness, injury, or pregnancy-related conditions of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner;

4. Death of a member of the employee's immediate family; such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

#### Section F

An employee shall be granted paid funeral leave for up to two (2) days per occurrence for any member of the employee's immediate family. Immediate family for purposes of Sections E and F shall be defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who represents a parent. An employee may make a written request to the Director of Human Resources for the use of up to two (2) paid days of funeral leave which may be extended to any other person who has a special "familial relationship". Approval is at the discretion of the Director of Human Resources. Funeral leave shall not be deducted from an employee's sick leave. Additional days needed to attend or assist in a funeral may be deducted from an employee's sick leave up to three (3) work days for a total of five (5) work days.

### ARTICLE 42

#### RETENTION OF SICK LEAVE

The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

### ARTICLE 43

#### CONVERSION OF SICK LEAVE

An employee paid by the Employer, at the time of retirement from active service and with five (5) or more years of service, shall be paid one-fourth (1/4) of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall

be for one-fourth (1/4) of total accrued sick time. For employees hired effective January 1, 2012, sick leave conversion shall not exceed 240 hours.

An employee paid by the Employer, at the time of retirement from active service and with fifteen (15) or more years of service, shall be paid one-third (1/3) of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall be for one-third (1/3) of total accrued sick time. For employees hired effective January 1, 2012, sick leave conversion shall not exceed 240 hours.

In the event that an employee dies while in active service of the Employer, the balance of his accrued but unused sick leave shall be payable to his estate, according to his years of service if he was otherwise eligible to retire.

#### **ARTICLE 44**

#### **FRINGE BENEFITS DURING SICK LEAVE**

In the event an employee exhausts all sick leave and vacation leave, and is subsequently placed on an unpaid leave as provided for in Sections A and C of Article 45, health insurance benefits shall be paid for by the Employer in accordance with Lucas County's current employee benefit eligibility rules as they may be amended from time to time when required by the Family and Medical Leave Act of 1993.

Pursuant to 4117.10(A), it is hereby provided that, Title XXII of the Public Health Service Act, 42 U.S.C. §201, et. seq., shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act.

The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event, but shall begin from the qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision is not intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract.

It is not the intent of the above language to reduce any benefits found elsewhere in this agreement.

#### **ARTICLE 45**

#### **LEAVES OF ABSENCE**

##### **Section A**      **Unpaid Sick Leave**

An employee shall be granted a leave of absence without pay in accordance with the Ohio

Administrative Code for the employee's illness or injury, or recuperation therefrom, when his/her sick leave has been exhausted not to exceed six (6) months. An employee may request in writing to utilize vacation or personal time prior to being placed on unpaid sick leave.

Leaves of absence without pay shall be limited to the period of time that the employee is unable to perform the essential job duties of the employee's position. This period may include reasonable rehabilitation and recovery time, as certified by a licensed practitioner, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, the employee may be given a disability separation in accordance with O.A.C. 123:1-33.

Health insurance benefits shall be paid by the Employer in accordance with Lucas County's current employee benefit eligibility rules as they may be amended from time to time. The employee may, at his/her option, pay health insurance benefits for the remainder of such leave.

#### Section B      Unpaid Leave

An employee may be granted, at the option of the Employer, an excused leave of absence for reasons other than illness or injury. Except as provided elsewhere herein, such leave shall not exceed one (1) year. During such leave, the employee may, at his option, pay the cost of continuing health insurance benefits.

#### Section C      Maternity/Parenting Leave

Maternity/parenting leaves of absence shall be granted to pregnant employees, to parents of newborns, or to adoptive parents who request such leave. The leave shall commence upon the date requested by the employee, but shall not exceed six (6) months. Up to an additional year may be granted by the Employer. The leave shall be any combination of accumulated vacation, or leave without pay, at the employee's option.

Requests for a leave of absence under this section shall include proof of the need for the leave such as a doctor's statement, birth certificate, court record of an adoption, or other information that would substantiate the employee's need for a leave. When applying for a leave under this section, an employee shall provide the Employer, as soon as possible, with the date of departure and the date of return.

A pregnant employee shall also be entitled to use accrued sick leave for the period she is unable to perform her regular job duties because of pregnancy, childbirth, or related medical conditions. A male employee may also use accrued sick leave to care for the mother and child in accordance with Article 41. A pregnant employee requesting leave of absence with or without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions. No employee's duties shall be altered without her consent on account of pregnancy; nor shall there be any penalty for pregnancy.

Section D      Family and Medical Leave

Effective August 5, 1993, employees who have been employed for at least twelve (12) months by the Employer and for at least 1,250 hours of service with the Employer during the previous twelve (12) months will be entitled to up to a total of twelve (12) weeks of a combination of paid and unpaid leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993. Employees must apply for and utilize any accrued paid leave prior to being eligible for unpaid family or medical leave.

The Employer will continue to pay the Employer's share of the health insurance premium for any unpaid leave provided in accordance with the Family and Medical Leave Act of 1993.

An eligible employee shall be entitled to a total of twelve (12) work weeks during any twelve (12) month period for one or more of the following:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee if such spouse, son, daughter or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty";
6. Because of the serious injury or illness of a covered servicemember if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin.

Section E      Education Leave

Upon request, an employee may be granted an educational leave not to exceed two (2) years. Said leave shall be for the purposes of education, training or specialized experience which would be of benefit to the service by improved performance of any level or voluntary service in any governmentally sponsored program of public betterment.

During such leave, the employee may, at his option, pay the cost of continuing health insurance benefits.

Section F      Military Leave

Employees entering military service or performing reserve obligations shall receive leave as required by applicable federal and state statutes.

Section G     Religious Absence

Since many religious observances occur on days not designated as legal holidays, an employee may use vacation, flex time, personal leave or take unpaid leave with the approval of the employee's immediate supervisor. Employees must follow standard agency procedures in requesting such leaves of absence or vacation.

**ARTICLE 46**

**RETURN TO WORK AFTER AUTHORIZED LEAVE OF ABSENCE**

Upon return from a leave of absence, an employee shall be returned to his previous position, provided that the leave of absence has not exceeded ninety (90) calendar days. For employees in the Transitional Duty Program, the parties may agree to exceed ninety (90) calendar days. An employee, with the required certification, may return to duty prior to the expiration of the leave provided that the leave was ninety (90) calendar days or less. Upon notice from the employee, the Employer shall, within five (5) working days, return the employee to his former position.

An employee must return to work for at least thirty (30) days in order that a leave of absence not be considered a continuation of the previous leave of absence for the same illness/injury.

If the leave of absence has exceeded ninety (90) calendar days, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position is no longer available. If the leave of absence was scheduled for more than ninety (90) calendar days, and the employee wishes to return prior to the expiration of the leave, the Employer may, as soon as possible, return the employee to work provided that the employee, if required, has obtained the proper certification.

**ARTICLE 47**

**CALAMITY DAYS**

If the Employer declares a calamity day, those employees who are not required to report to work shall be paid their regular rate of pay.

When inclement weather interferes with an employee's arrival to work, the Employer will review the circumstances surrounding the lateness prior to taking any corrective action. If a calamity day has been declared and an employee called in to their supervisor according to Board Policy and Procedure to request an emergency vacation day due to the inclement weather, their vacation time shall not be used.

In the event individuals served are sent home early, the staff may be allowed to leave early, with no loss of pay.

The parties recognize that in certain circumstances, it may be more appropriate for the Employer to delay the start of program activities rather than to declare a calamity day. Should the

Employer decide a delay is appropriate, this decision would be communicated to staff in the same manner as a calamity day.

## ARTICLE 48

### MILEAGE REIMBURSEMENT

#### Section A

Staff members who are required to use their personal automobiles in the course of employment or are required to use their personal automobiles while on approved professional in-service leave shall be reimbursed at the Internal Revenue Service rate.

#### Section B

Mileage shall be reported on the Employer's Mileage and Expense form.

## ARTICLE 49

### PARKING

The Employer will continue to provide free parking at all existing facilities. When acquiring new facilities, the Employer will make an effort to procure free parking.

The Employer will take all reasonable steps to provide safe parking.

## ARTICLE 50

### ADULT OPTIONS

#### Section A      Classifications

Those classifications covered in this section are:

1.     Adult Options Intake and Referral Specialist
2.     Behavior Support Specialist
3.     Community Travel Specialist
4.     Habilitation Specialist II
5.     Job Placement Specialist
6.     Job Procurement Specialist
7.     Methods Engineer
8.     Recreation Specialist
9.     Registered Nurse
10.    Speech/Language Pathologist
11.    Vocational Specialist

## Section B      Workloads

The Employer will make reasonable efforts to implement and maintain reasonable workload ratios unless for valid financial or programming reasons it is not possible. No individual will be permanently transferred to a work area without a staffing that includes appropriate staff present. Assigned workloads will take into account the complexity of individual needs.

When adjustments in ratios due to individual programming concerns need to be considered, the employee will discuss the circumstances with his immediate supervisor. Unresolved issues will be referred to local labor management prior to submission to Superintendent/designee. If no agreement is reached the employee and/or Union representative may request a meeting with the Superintendent or his designee to present the issue for resolution.

## Section C      Flexible Hours

Exclusive of direct service positions, the Supervisor will develop, by mutual agreement with employees in this classification, flexible hours which meet Department needs. In absence of agreement, normal coverage will be maintained on a forty (40) hour per week basis. With appropriate documentation, the Employer will grant flex time to an employee when a home visit exceeds the allocated time if the family is in an emergency. Emergency shall be defined as any situation creating a risk of substantial harm to self or others, if action is not taken.

Each employee will give her/his work schedule to the supervisor for approval by Friday for the next week. After approval, the schedules will be kept in the office.

## Section D      Flex Time

If an employee, with the approval of the supervisor, works outside the hours scheduled, or is assigned to spend additional time at habilitation meetings, the supervisor with the employee will revise the employee's schedule over the next two (2) weeks to offset the additional hours unless workloads require an extension beyond two (2) weeks to offset the additional hours. The employee may take earned flex hours in minimum increments of 15 minutes up to all hours earned subject to prior management approval. Upon retirement or resignation, an employee will be compensated for all earned and unused flex time.

## Section E      Planning Time

A reasonable amount of time shall be allowed for the staff to coordinate with Board related service staff in order to facilitate a transdisciplinary team approach to programming, and to complete and file necessary paperwork.

## Section F      Lunch

If the Employer requires an employee to work through his lunch, the Employer will make reasonable efforts to see that the employee's lunch is rescheduled, or the employee will be released for an equal amount of time.

Section G      Office Accommodations

Employees will be provided a desk, chair(s), access to phones, computers and storage file/cabinets with locks as appropriate. In the event that offices are remodeled or there is a move, current or similar levels of equipment will be maintained or improved. Confidentiality will be maintained in accordance with Board Policy.

**ARTICLE 51**

**EARLY INTERVENTION**

Section A      Classifications

The employees covered in this section are:

1.      Early Intervention Developmental Specialist
2.      Speech/Language Pathologist

Section B      Workloads

The Supervisors will hold meetings with employees on a regular basis to monitor and assign workloads recognizing the complexities of individual cases and situations. Assigned workloads will take into account the complexity of individual needs.

When adjustments in workloads due to programming concerns need to be considered, the employee will discuss the circumstances with his immediate supervisor. Unresolved issues will be referred to local labor management prior to submission to Superintendent/designee. If no agreement is reached the employee and/or Union representative may request a meeting with the Superintendent or his designee to present the issue for resolution.

Section C      Flexible Hours

The Supervisor will develop, by mutual agreement with employees in this classification, flexible hours which meet Department needs. In absence of agreement, normal coverage will be maintained on a forty (40) hour per week basis. With appropriate documentation, the Employer will grant flex time to an employee when a home visit exceeds the allocated time if the family is in an emergency. Emergency shall be defined as any situation creating a risk of substantial harm to self or others, if action is not taken.

Each employee will give her/his work schedule to the supervisor for approval by Friday for the next week. After approval, the schedules will be kept in the office.

Section D      Flex Time

If an employee, with prior approval of the Supervisor, works outside the hours scheduled, or is assigned to work evenings or weekends, the Supervisor with the employee will revise the

employee's schedule over the next two (2) weeks to offset the additional hours, unless workload requires an extension beyond two (2) weeks to offset the additional hours. The employee may take earned flex hours in minimum increments of 15 minutes up to all hours earned subject to prior management approval. Upon retirement or resignation, an employee will be compensated for all earned and unused flex time.

Section E      Office Accommodations

Employees will be provided a desk, chair(s), individual phone, access to computers and storage file/cabinets with locks as appropriate. In the event that offices are remodeled or there is a move, current or similar levels of equipment will be maintained or improved. Confidentiality will be maintained in accordance with Board Policy.

The Employer will make reasonable efforts to maintain and provide all supplies and approved materials required to provide consistent and quality services.

Section F      Planning Time

A reasonable amount of time shall be allowed for the staff to coordinate with Board related service staff in order to facilitate a transdisciplinary team approach to programming, and to complete and file necessary paperwork.

Section G      Lunch

If the Employer requires an employee to work through his lunch, the Employer will make reasonable efforts to see that the employee's lunch is rescheduled, or the employee will be released for an equal amount of time.

**ARTICLE 52**

**PROFESSIONAL BARGAINING UNIT B**

Section A      Classification

This section covers the Service and Support Specialist classification.

Section B      Workloads

The Supervisor or designee will hold meetings with these employees on a regular basis to monitor and adjust workloads, recognizing the complexity of individual cases and situations.

A joint committee of employees and the Employer will continue to work cooperatively on work assignments and workload size.

When adjustments in workloads due to individual programming concerns and complexity of individual cases assigned need to be considered, the employee will discuss the circumstances with

his immediate supervisor. Unresolved issues will be referred to local labor management prior to submission to the Superintendent/designee. If no agreement is reached the employee and/or Union representative may request a meeting with the Superintendent or his designee to present the issue for resolution.

Section C      Flexible Hours

The Supervisor or designee will develop, by mutual agreement with employees in the Department, flexible hours which provide coverage in the office as well as meeting Department needs. In absence of agreement, normal coverage will be maintained on a forty (40) hour per week basis.

Each employee will give his work schedule (hours and locations) to the Supervisor for approval by Friday for the next week. After approval, the schedule will be posted on each employee's office door/work station.

Section D      Flex Time

If an employee, with the approval of the Supervisor, or designee, works outside the hours scheduled, or is assigned to spend additional time on special monitoring, the Supervisor or designee with the employee will revise the employee's schedule over the next two (2) weeks to offset the additional hours, unless workload requires an extension beyond two (2) weeks to offset the additional hours. The employee may take earned flex hours in minimum increments of 15 minutes up to all hours earned subject to prior management approval. Upon retirement or resignation, an employee will be compensated for all earned and unused flex time.

Section E      Expense Reimbursement

The Employer will reimburse, with prior approval, expenses of employees upon filing of appropriate receipts. Expenses must be approved in advance and shall include but not be limited to:

1. Fees for obtaining government documents;
2. Fees for tolls and parking;
3. Meal allowances in accordance with IRS regulations;
4. Lodging if required.

Section F      On-Call

Service and Support Specialists (who have completed probation) will annually indicate if they are willing to be on-call on a weekly basis based on a rotational list. A Service and Support Specialist may request to be removed from the list at anytime but may not be put back on the rotational list until the annual request. If an employee is unable to fulfill their assigned week, the employee may switch the week before/after his/her week, or the employee may utilize the rotational back-up list. A midweek substitution may occur in an emergency situation and approval of the Director or designee.

No employee will be required to be on-call more than one holiday weekend per year. An employee who is on-call will be paid \$250.00 per week for being available and performing on-call duties. If the week includes a holiday, an additional \$25.00 per holiday will be paid.

If an employee is on-call for less than a full week, payment will be prorated at the per day rate.

If an employee receives a call while on-call, he will receive flex time for responding to the call. Mileage will be paid to and from the employee's residence.

Holiday shutdown pay will be \$400 and offered on a voluntary basis by seniority. If no employee volunteers, the week of holiday shutdown will be assigned by inverse seniority.

#### Section G      Office Accommodations

Each employee will be provided a desk, chairs, access to computers, storage files/cabinets with locks as appropriate and an individual, private extension telephone. In the event that offices are remodeled or there is a move, current levels of equipment and confidentiality will be maintained or improved.

#### Section H      Lunch

If the Employer requires an employee to work through his lunch, the Employer will make reasonable efforts to see that the employee's lunch is rescheduled, or the Employee will be released for an equal amount of time.

#### Section I      Planning Time

A reasonable amount of time shall be allowed for the staff to coordinate with Board related service staff in order to facilitate a transdisciplinary team approach to programming, and to complete and file necessary paperwork.

### ARTICLE 53

#### SUBSTITUTES

The Employer will make reasonable efforts to provide substitutes where appropriate to maintain programs or services. In the event there are no available substitutes and individuals must be divided among staff, the Employer will attempt to distribute individuals among staff on the basis of individuals' programming needs. Staff may volunteer to perform substitute duties in the absence of a substitute.

**ARTICLE 54**

**COURT LEAVE**

**Section A**

The Employer shall grant court leave with full pay to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction or,
2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

**Section B**

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by employee to the payroll officer.

**Section C**

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

**Section D**

When an employee incurs parking costs as a result of serving as a witness for the Employer under this article, the Employer shall reimburse the employee for such costs provided the employee turns in the receipts.

**ARTICLE 55**

**HOLIDAYS**

Holidays shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Good Friday.

In order to be paid for a holiday, an employee shall work the last regular working day before and the first working day after. An employee shall be paid holiday pay if on vacation the day before and/or after or if on a bona fide paid sick leave.

If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed.

Employees required to work on a holiday shall be paid holiday pay for such time worked at one and one-half times their regular rate of pay in addition to their regular pay, or to be granted compensatory time off at time and one-half, at the employee's option.

**ARTICLE 56**

**HOLIDAY SHUTDOWN**

Employees shall work Columbus Day and Veterans Day. The Board will close on Friday after Thanksgiving and the week between Christmas Eve and New Years. Employees will be paid their regular rate of pay for those days. Employees on unpaid leave shall not be paid for Holiday Shutdown.

**ARTICLE 57**

**VACATION**

Twelve month employees shall receive vacation per the following schedule:

| Years of Continuous Service | Vacation |
|-----------------------------|----------|
| 1 year                      | 2 weeks  |
| 6 years                     | 3 weeks  |
| 12 years                    | 4 weeks  |
| 18 years                    | 5 weeks  |

Employees with six (6) months of continuous service may utilize accrued vacation subject to the remaining provisions of this article.

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance after sufficient notification of employee (quarterly).

All requests for vacation must be submitted at least two weeks in advance and no earlier than six months in advance. All requests for vacation will be subject to the operational needs of the Board and subject to the right of the Human Resources Department to verify that the employee has accrued the vacation time equal to or in excess of the vacation time requested as of the first day of vacation. In emergencies or on calamity days, on approval of the appropriate supervisor, all or part of a vacation may be taken upon less notice.

Vacation requests shall be for a minimum of 1 hour.

In case of a bona fide emergency or the employee does not have accrued vacation as of the first day of vacation, the Employer may cancel an approved vacation. Disputes regarding cancelled vacation will be resolved by the Director of Human Resources.

**ARTICLE 58**

**PERSONAL LEAVE**

Two days of personal leave per year, on an annual July 1st basis (non-cumulative beyond this contract term), will be approved if it is requested on an approved form at least one day in advance and meets the following criteria:

1. One person per classification per facility will be approved for leave per day.
2. Personal leave days will be granted on a first requested basis.
3. Managers may, at their option, approve leave for more than one person per classification per day.
4. Personal days may be taken in half (½) day increments.

Employees in the first year of service will be entitled to personal leave in accordance with the following schedule:

| Hire Date             | Number of Personal Days |
|-----------------------|-------------------------|
| July 1 to December 31 | 2                       |
| January 1 to June 30  | 1                       |

**ARTICLE 59**

**PHYSICALS**

**Section A**

Any employee required to have an annual physical examination by law or state regulation may be required by the Employer to go to a specific medical facility for the examination. The medical form must specify any required tests to be performed. The Employer and the Union shall mutually agree to any new tests required at the examination other than those required by state or federal regulations.

**Section B**

The Employer may require that an employee submit to a medical examination in order to determine the employee's capability to perform the essential functions of the employee's position; or to perform the duties of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be conducted by a physician designated by the Employer. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include: physical and mental requirements of the employee's position; duty statements; job classification specifications; and position descriptions. The cost of the medical examination shall be paid by the Employer. Time spent at physicals required by the Employer will not be charged to sick leave.

Section C

Employees required to wear medically necessary equipment such as, but not limited to, a wrist/arm brace, boot or crutches shall submit a return to work slip from their doctor to the Human Resources Department who will determine whether the employee can perform the essential functions of the job.

**ARTICLE 60**

**HOSPITAL, MEDICAL, PRESCRIPTION DRUGS, DENTAL BENEFITS**

Section A

The Employer shall provide at no cost to all employees covered by this agreement the fully paid traditional single or family county plan of health benefits including prescription drug and dental or a plan substantially equivalent. The Employer will continue to provide coverage under the county plan for hospital, medical, prescription drugs, and dental benefits including any changes offered by the county at the employee contribution required by the county plan subject to the rest of this article.

If an employee elects to enroll in a health plan that exceeds the costs of the traditional plan offered by the county, the employee will pay through payroll deduction the difference of the higher cost over the traditional plan. Employees will pay any co-pay under any H.M.O. plan.

Section B

In the event that the Board employs both spouses, only one spouse may carry the family health care coverage at no cost. If the spouse carrying the coverage leaves the agency, dies or a divorce occurs, the remaining employee will automatically be covered upon notification to the Human Resources Department.

Section C

If the Employer changes carriers, the Union will be given thirty (30) days notice prior to the effective date of change in carriers.

**ARTICLE 61**

**LIFE INSURANCE**

The Employer agrees to provide a forty thousand dollar (\$40,000.00) life insurance policy.

## ARTICLE 62

### LIABILITY INSURANCE

The Employer agrees to provide a one million dollar (\$1,000,000.00 per occurrence) liability insurance policy for all employees in the bargaining unit. The Employer further agrees to meet with the Union to discuss the details of the policy.

## ARTICLE 63

### EDUCATIONAL RELEASE TIME

The Employer agrees to permit employees to adjust their schedules up to four (4) hours per week for educational release time subject to the following criteria:

1. Only employees who have been full time for at least one (1) year qualify;
2. Course must be pre-approved in writing by the Human Resources Department as job-related with the potential to enable the employee to perform better or a course required for graduation from a recognized program which is job-related;
3. Courses must be taken for credit at a state supported or private educational institution;
4. Release time may be granted during client direct service time. It is the employee's responsibility to have all special duties completed as assigned;
5. Release time will not be granted if course is offered during non-work hours;
6. The Manager or designee after discussion with the employees will revise the Department's schedules at least one week in advance to offset the educational release time.
7. Employees, with approval of the Human Resources Director/designee, shall be afforded the opportunity to adjust their work schedules to work through their lunch to earn necessary flex time to be used for approved educational release time.
8. If an employee utilizes educational release time, the employee shall notify Human Resources when a degree is obtained. The Employer will then meet with the employee/Union to explore opportunities to utilize the degree.

All requests for educational release time shall be submitted to the Director of Human Resources who will acknowledge receipt of request within ten (10) days.

## ARTICLE 64

### EMPLOYEE ASSISTANCE PROGRAM

The Employer will maintain an Employee Assistance Program (EAP). The Employer will provide EAP brochures to employees.

## ARTICLE 65

### EMPLOYEE MANUAL

#### Section A

The Employer shall provide a copy of the Employee Manual to each employee and in the staff lounge of each building.

#### Section B

For a period of not less than ten (10) working days, the Employer will post at each site official written notice of policy, procedures or regulations, changes and/or additions affecting bargaining unit staff members. The Union representative(s) at each building and the Union Local President shall receive a copy of such changes and/or additions no later than ten (10) days before the effective date. The Employer agrees that policies, procedures or regulations it prescribes shall not conflict with the terms of this agreement.

#### Section C

The Employee Manual, whenever possible, shall be updated within fifteen (15) days following the effective date of any revisions, additions, or deletions.

#### Section D

The Employee Manual will include, but not be limited to:

1. Relevant personnel procedures, rules and regulations affecting staff members;
2. Information concerning job posting and bidding procedures, evaluations, employee expectations, benefits and payroll procedures;
3. Other pertinent information.

## ARTICLE 66

### WORKING OUT OF CLASSIFICATION

When an employee is required to work in a higher classification for one full day or more, he shall be paid the rate of the higher classification for all time worked in that classification. The pay level in the higher classification shall be the first level which results in an increase of no less than five (5%) percent.

When an employee is required to work in a lower classification, he shall be paid his regular rate of pay.

Employees who are required to work out of classification for an entire day or more shall be granted an extension on work assignments, where applicable, due that week.

## ARTICLE 67

### DRIVING SAFETY

In order to improve safety and reduce insurance rates, the following procedures will apply to all employees who are required to drive as part of their job duties. In every incident the circumstances will be reviewed and the disciplinary decision will be based on the merits of the situation. The Employer will follow the C.D.L. regulations where applicable.

Any employee who is required to drive and is cited on the job for driving under the influence of alcohol or drugs will be subject to termination.

Employees who are required to drive must report all moving citations, accidents or any change in their license to their supervisor and to the Human Resources Department on written form within one working day of the citation and/or prior to the operation of a Board-owned vehicle, whichever occurs first. Failure to do so will result in disciplinary action.

Any employee, as defined above, whose driving record causes him to be uninsurable at standard rates under the Employer's Vehicle Insurance Policy will no longer be permitted to drive agency vehicles or transport individuals. These employees shall have the right to bid into existing vacancies not requiring driving provided they meet the minimum qualifications. If there are no vacancies the employee will be placed on technical layoff. The employee will have all rights under Article 16 except bumping, and the following limited right to recall. The employee will be placed on a limited recall list where he shall declare the position(s) where he will accept recall provided the minimum qualifications are met. His name will be placed as a bidder on job postings indicated and awarded to him if he is the most senior qualified bidder.

## ARTICLE 68

### SUBSTANCE ABUSE PROGRAM

The parties recognize their responsibilities under the Federal Drug-Free Workplace Act of 1989 and agree to the following:

No employee engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law. Any employee who violates the Drug-Free Workplace Act will be subject to Board Policy on Alcohol and Drug Abuse Prevention Program.

"Workplace" includes any Board building, Board property, Board vehicle or Board-approved vehicle used to transport individuals to and from a Board or Board-related activity, event or function, such as a field trip or athletic event where individuals are under the jurisdiction of the Board.

As a condition of employment, each employee shall notify his supervisor of his conviction

of any criminal drug statute for a violation occurring in the workplace as defined above, no later than five (5) days after such conviction.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program established pursuant to Article 65, Employee Assistance Program. If the employee fails to satisfactorily participate in such program, the employee may be suspended or terminated, at the discretion of the Board.

Sanctions against employees shall be in accordance with the provisions of this agreement.

## ARTICLE 69

### PROFESSIONAL LEAVE

#### Section A

Upon request of the staff person and approval of management, the Employer will permit appropriate paid professional leave for the following:

1. Attendance at seminars, workshops, professional trainings or conferences;
2. Visits to programs, schools, institutions involved in the education and/or rehabilitation of persons with developmental disabilities.

#### Section B

The Employer shall reimburse staff members for out of county (excluding Fulton, Henry, Ottawa, and Wood) meal and lodging expenses in accordance with IRS Publication 1542 "Per Diem Rates" (unless prior approval received), subject to appropriate receipts. Travel expenses will be reimbursed at the current Internal Revenue Service rate.

#### Section C

The Employer will pay specified registration fees and lodging, in advance whenever possible. However, employees will be reimbursed expenses as soon as possible. The Employer shall specify reimbursement limit at time attendance is approved.

## ARTICLE 70

### RECERTIFICATION GRANTS

If changing certification requirements are issued by the Ohio Department of Developmental Disabilities which mandate that an employee take additional college courses in order to maintain current certification in his current job, the Employer will provide partial reimbursement for tuition paid by the employee in accordance with the following guidelines:

1. Fifty percent (50%) of tuition will be reimbursed up to a maximum of \$500 per year per employee;
2. The employee must receive a letter grade of C or better in order to be reimbursed.

## ARTICLE 71

### TUITION LOAN

The Employer agrees to establish a tuition loan program in the amount of \$30,000. An employee may request a loan for college tuition and fees subject to the following criteria:

1. Only employees who have been full-time for at least one (1) year qualify;
2. Course(s) must be pre-approved in writing by the Human Resources Department;
3. Courses must be job-related and those that can be applied toward a Baccalaureate or Graduate degree and taken at an educationally-accredited college or university;
4. The employee shall agree in writing to reimburse the tuition loan account through bi-weekly payroll deductions within one year;
5. The employee shall sign a cognovit note guaranteeing repayment to the Employer and that the employee will not discharge this debt through bankruptcy proceedings; and
6. Tuition loans will be granted on a first-requested basis not to exceed \$3,000 per employee per year.
7. Tuition loans must be for a minimum of \$200.
8. Employees with current discipline of a one day suspension or more are ineligible for this program.

## ARTICLE 72

### SECTION 125

The Employer shall provide said benefits to the employees of this bargaining unit provided said benefits are at no cost to the Employer.

## ARTICLE 73

### IMPLEMENTATION OF SALARY SCHEDULES

#### Section A

The salary schedule will be effective July 1, 2014. Employees will remain on their current step for the life of the agreement.

Effective July 1, 2014, employees will receive a \$0 increase in their base.

Effective July 1, 2015, employees will receive a \$355.00 increase in their base.

Effective July 1, 2016, employees will receive a \$770.00 increase in their base.

New employees hired after September 1, 2008, will remain on the following schedule:

|                        | <u>Start Rate</u>  | <u>Start Rate with 3 Years<br/>of Relevant Experience</u> |
|------------------------|--------------------|---|
| Effective July 1, 2014 | <u>\$37,814.00</u> | <u>\$38,894.00</u>  |
| Effective July 1, 2015 | <u>\$38,169.00</u> | <u>\$39,249.00</u>  |
| Effective July 1, 2016 | <u>\$38,939.00</u> | <u>\$40,019.00</u>  |

Employees who are hired at the "Start Rate", will be moved to the "Start Rate with 3 Years of Relevant Experience" upon reaching 3 years of service in a professional position.

#### Section B

Employees transferring from the other bargaining unit on or after July 1, 1999 will be granted fifty percent (50%) from the other bargaining unit for placement on the salary schedule.

#### Section C

This Section only applies to employees hired before September 1, 2008. Employees who present the official grade report for completed course work that qualifies them for next range placement on the salary schedule shall have their salary adjusted to reflect such placement effective not later than thirty (30) days after presentation of the official grade report. An employee would qualify for the 16+ range by earning 16 semester hours of related graduate college level course work after obtaining a bachelor's.

#### Section D

Effective the first full pay of July, beginning July, 2014, a Two Thousand Dollar (\$2,000) annual premium will be paid to Occupational Therapists and/or Physical Therapists. Payment will be spread over twenty-six (26) pay periods.

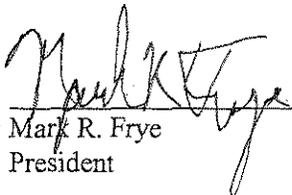
### ARTICLE 74

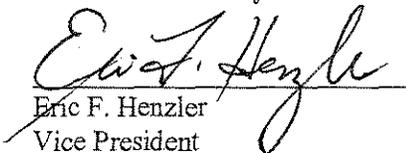
#### TERM OF THIS AGREEMENT

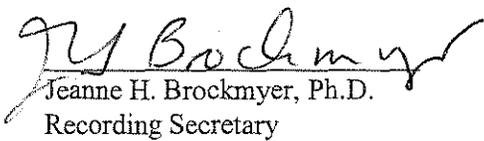
Term of this agreement is from July 1, 2014 to June 30, 2017.

SIGNATURE PAGE

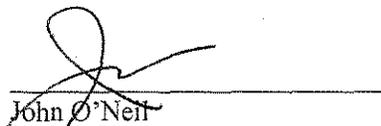
FOR THE EMPLOYER

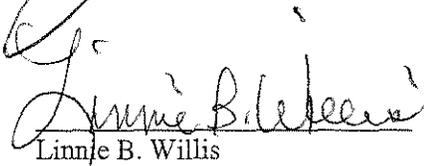
  
Mark R. Frye  
President

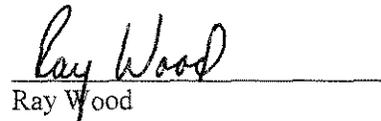
  
Eric F. Henzler  
Vice President

  
Jeanne H. Brockmyer, Ph.D.  
Recording Secretary

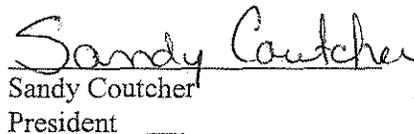
  
Roger M. Bresnahan

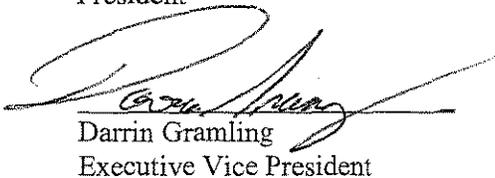
  
John O'Neil

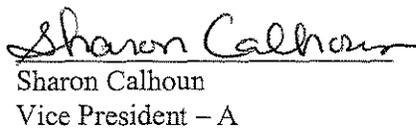
  
Linnie B. Willis

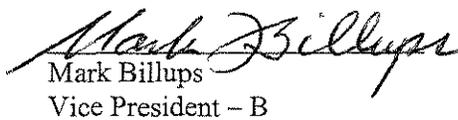
  
Ray Wood

FOR THE UNION

  
Sandy Coutcher  
President

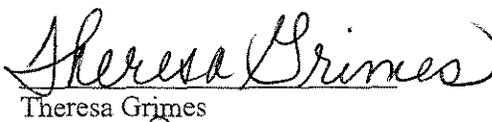
  
Darrin Gramling  
Executive Vice President

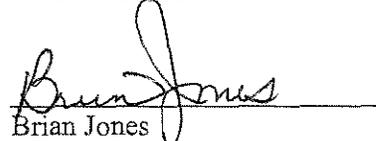
  
Sharon Calhoun  
Vice President - A

  
Mark Billups  
Vice President - B

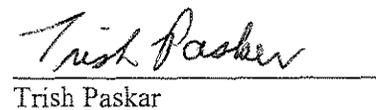
  
Adam Maguire  
Staff Representative

  
Yvette Brown

  
Theresa Grimes

  
Brian Jones

  
Paul Miles

  
Trish Paskar

**LCBMR/DD  
Annual Salary Ranges**

**July 2014**

| <u>Step</u> | <u>B.A.<br/>Range 1</u> | <u>B.A. + 16<br/>Range 2</u> | <u>M.A.<br/>Range 3</u> |
|-------------|-------------------------|------------------------------|-------------------------|
| 0           |                         |                              |                         |
| 1           |                         |                              |                         |
| 2           |                         |                              |                         |
| 3           | 41,917                  | 42,674                       | 43,947                  |
| 4           | 43,482                  | 44,268                       | 45,592                  |
| 5           | 45,105                  | 45,926                       | 47,299                  |
| 6           | 46,797                  | 47,648                       | 49,073                  |
| 7           | 48,552                  | 49,435                       | 50,916                  |
| 8           | 50,375                  | 51,293                       | 52,832                  |
| 9           | 52,271                  | 53,222                       | 54,824                  |
| 10          | 54,239                  | 55,230                       | 56,892                  |
| 11          | 59,195                  | 60,280                       | 62,101                  |
| 15          | 60,919                  | 62,035                       | 63,910                  |
| 18          | 62,692                  | 63,844                       | 65,773                  |

**July 2015**

| <u>Step</u> | <u>B.A.<br/>Range 1</u> | <u>B.A. + 16<br/>Range 2</u> | <u>M.A.<br/>Range 3</u> |
|-------------|-------------------------|------------------------------|-------------------------|
| 0           |                         |                              |                         |
| 1           |                         |                              |                         |
| 2           |                         |                              |                         |
| 3           | 42,272                  | 43,029                       | 44,302                  |
| 4           | 43,837                  | 44,623                       | 45,947                  |
| 5           | 45,460                  | 46,281                       | 47,654                  |
| 6           | 47,152                  | 48,003                       | 49,428                  |
| 7           | 48,907                  | 49,790                       | 51,271                  |
| 8           | 50,730                  | 51,648                       | 53,187                  |
| 9           | 52,626                  | 53,577                       | 55,179                  |
| 10          | 54,594                  | 55,585                       | 57,247                  |
| 11          | 59,550                  | 60,635                       | 62,456                  |
| 15          | 61,274                  | 62,390                       | 64,265                  |
| 18          | 63,047                  | 64,199                       | 66,128                  |

**July 2016**

| <u>Step</u> | <u>B.A.<br/>Range 1</u> | <u>B.A. + 16<br/>Range 2</u> | <u>M.A.<br/>Range 3</u> |
|-------------|-------------------------|------------------------------|-------------------------|
| 0           |                         |                              |                         |
| 1           |                         |                              |                         |
| 2           |                         |                              |                         |
| 3           | 43,042                  | 43,799                       | 45,072                  |
| 4           | 44,607                  | 45,393                       | 46,717                  |
| 5           | 46,230                  | 47,051                       | 48,424                  |
| 6           | 47,922                  | 48,773                       | 50,198                  |
| 7           | 49,677                  | 50,560                       | 52,041                  |
| 8           | 51,500                  | 52,418                       | 53,957                  |
| 9           | 53,396                  | 54,347                       | 55,949                  |
| 10          | 55,364                  | 56,355                       | 58,017                  |
| 11          | 60,320                  | 61,405                       | 63,226                  |
| 15          | 62,044                  | 63,160                       | 65,035                  |
| 18          | 63,817                  | 64,969                       | 66,898                  |