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STATE DEVELOPMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN**

**CLARK COUNTY BOARD OF DEVELOPMENTAL  
DISABILITIES**

**AND**

**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW, LOCAL 658**

[EFFECTIVE MARCH 12, 2010, through MARCH 11, 2013]

**SERB CASE NO. 2010-MED-01-0046**

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**ARTICLE 1            AGREEMENT/PARTIES**

This Agreement, made and entered into this, the 11<sup>th</sup> day of June, 2010, by and between the Clark County Board of Developmental Disabilities, located at 2527 Kenton Street, Springfield, Ohio, hereinafter referred to as the "Employer," and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW, on behalf of its Local No. 658, hereinafter referred to as the "Union".

**ARTICLE 2            PURPOSE**

This Agreement is made between the Clark County Board Developmental Disabilities hereinafter referred to as "Employer" or "Management" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) on behalf of its amalgamated Local 658, hereinafter referred to as the "Union", for the purpose of: providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties. The parties mutually recognize the collective responsibilities of the Employer and employees to the individuals served.

**ARTICLE 3            DURATION OF AGREEMENT**

This Contract will remain in full force and effect until the 11<sup>th</sup> day of March, 2013. Either party shall give notice in writing sixty (60) days in advance of the expiration of the Agreement to the other party of its desire to make changes desired, or to terminate the same. The parties may mutually agree to extensions of the contract which extensions will not change the original expiration date.

**ARTICLE 4            SAVINGS CLAUSE**

**Section 4.1    Exclusivity, Conformity to Law** Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment and all Board resolutions, rules and regulations. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement will meet within ten (10) days for the purpose of re-opening negotiations on the unlawful provision involved. If particular sections of this Agreement reference Ohio Revised Code, that Code Section and its successor will be in effect, subject to re-negotiation of this Agreement.

**Section 4.2    Successors** This Agreement will be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidations, merger, sale, transfer, lease or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the

ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

## **ARTICLE 5                    UNIT DEFINED & UNION FINANCIAL SECURITY**

**Section 5.1 Unit Defined** The Clark County Board of Developmental Disabilities, Springfield, Ohio recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the certified bargaining unit, as certified by the SERB Board. (State Employee Relations Board) in Case Number 91-REP-O6-0157.

The certified bargaining unit includes Unit Counselor I, House Parent and Recreation Instructor but excludes Unit Coordinator, Living Unit Supervisor, Assistant Unit Supervisor, Assistant Cottage Supervisor, Recreation Supervisor, Recreation Coordinator, all supervisory and managerial employees, and all other employees.

Any time management determines that a need exists to alter significantly or create a new classification to the existing bargaining unit there will be a meeting with the negotiating team to review job functions and establish rate of pay.

**Section 5.2 Union Financial Security** Any full-time or part-time bargaining unit employee, after sixty (60) days of employment, will be required as a condition of continued employment, to maintain, in good financial standing, membership in the Union for the life of this Agreement, or pay a service fee equal to the regular dues charged the Union's members.

Upon receipt by the Employer of the voluntary written authorization by an employee, the Employer will deduct bi-weekly membership dues, equal to one hour's pay, or the service fee whichever is applicable. The Employer shall remit all amounts deducted to the designated financial officer of the Union. Employees recalled from temporary layoff, or returning from leave of absence shall resume payroll deduction of dues or service fees starting the first pay period of work. The Union shall provide an internal rebate procedure, which provides for a rebate of monies spent in support of partisan politics, or ideological causes not germane to collective bargaining activities with the Employer.

Upon receipt by the Employer of the voluntary written authorization by an employee of the Union V-CAP contribution deduction card, the designated amount of money to be contributed will be withheld from the employees' paycheck on a monthly basis. No bargaining unit employee, whether or not he/she is a member of the Union, is obligated in any way whatsoever to make a V-CAP contribution. Signed authorization for V-CAP deductions may be withdrawn at any time.

The Union agrees that it will indemnify and hold the Employer harmless from any and all liability claims, responsibility, suits, orders or judgments which may arise out of action taken by the Employer in complying with the terms of this Article.

All authorized deductions shall be taken from the first full pay between the first and tenth days of each month of each employee, and shall be tendered to the Union within one (1) calendar week after deduction. Should an employee have insufficient funds available during the deductible pay period, the deduction will be made from the first subsequent pay period in which funds are available.

The Union will indemnify the Employer and save it harmless from any liability arising under this Article.

Neither the Employer nor any of its supervisors, superintendent or other agents or representatives shall discriminate against any employee because such employee is a member, steward, officer or other agent, or representative of the Union or any local.

The Employer agrees that it will not discriminate in the hiring of employees, in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, color, religion, sex, creed, national origin, age, handicap or status as a veteran.

#### AUTHORIZATION FOR CHECK-OFF OF DUES

To The \_\_\_\_\_

Date: \_\_\_\_\_

I hereby assign to Local No. 658, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW), from any wages earned or to be earned by me as your employee (in my present or in any future employment with you), such sums as the Financial Officer of said Local Union No. 658 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as maybe established from time to time as Union dues in accordance with the constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Employer and the Union, which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for succeeding periods of one (1) year each or for the period of each succeeding applicable, collective agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

_____			_____
Type or print name of Employee			Date of Signature
_____			_____
Address of Employee			Social Security No.
_____			_____
City	State	Zip	Date of Delivery to Employer
_____			_____
			Signature of Employee

**ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 6.1 General** Except to the extent expressly modified by a specific provision of the Agreement, the Employer will have the sole exclusive right to manage the operations, control of the premises, select and direct the workforce, maintain efficiency of operations, discipline, suspend or discharge for just cause, layoff for lack of work or lack of funds, promote; to promulgate and enforce reasonable work rules, to transfer employees, determine staffing patterns, and emergency situations. This Agreement will be construed as requiring Board officials to follow the procedures, policies and agreements prescribed herein, to the extent they are applicable in the exercise of managing and directing their operations.

**Section 6.2 Examples** The authority and responsibility of the Employer include, but are not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 7 NON-DISCRIMINATION

**Section 7.1 Policy** There will be no discrimination or intimidation by the Employer or Union against any employee as a result of or because of such employees' race, color, creed, sex, national origin, age, handicap, membership in the Union or non-membership in the Union. The Union and Management will share equally in the responsibility for applying this provision of the Agreement.

**Section 7.2 Procedure** Any aggrieved bargaining unit members must exhaust the EEO complaint procedure found in the Board's Personnel Manual and the grievance procedure contained with this Agreement, before seeking redress outside the system. Using the EEO procedure does not deny access to the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission inasmuch as the local time limits do not extend beyond the time limits established by the other bodies.

**Section 7.3 Sexual Harassment** Sexual harassment is defined as: unwelcome sexual advances. Requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment (in employment) when: a) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; b) Submission to or rejection of such conduct by individuals is used as the basis for decisions affecting such individual; c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or defensive working environment; or, d) Such conduct has the purpose or effect of either giving or receiving favors from any persons contacted in the line of duty. The parties herein agree not to engage in sexual harassment, or any other type of discrimination, as defined in this Article.

**Section 7.4 Accommodation** Any employee who becomes disabled during the term of this Agreement will so notify the Human Resources Director of the disability and any reasonable accommodations required in order to maintain employment. The Human Resources Director and the Local Union Representative will meet and confer on the options available on a case-by-case basis.

Management may transfer or assign staff determined to be unable to perform fully their job duties as determined by the ADA based on reasonable accommodation. The Board reserves the right, at the Board's expense, to provide a fitness for duty examination to determine ability to perform fully the duties of the position.

## ARTICLE 8 BULLETIN BOARDS

**Section 8.1 Bulletin Boards** For the sole use of the Union, the Employer will maintain a suitable number of bulletin boards or locations for postings throughout the center in locations mutually agreed.

**Section 8.2 Uses** The Union agrees that it will limit the use of these bulletin boards for the following Union notices:

- A. Recreational and social affairs of the Union;
- B. Union meetings;
- C. Union appointments;
- D. Union elections and announcement of issues;
- E. Results of Union elections, ratification or strike votes;
- F. Reports of standing Union committees;
- G. Rulings or policies of the international Union; and
- H. Any other material authorized by the Employer

**Section 8.3 Copy to Human Resources** A copy of all such notices shall be furnished to the Human Resources Director or designated representative before posting.

**Section 8.4 Limits on Use** No provisions of this Article shall be construed to permit the posting of any political positions regarding or information by or about any candidates, partisan or non-partisan, advertising, or controversial matter on bulletin boards or elsewhere upon the Board's property.

#### **ARTICLE 9 NO STRIKE - NO LOCKOUT**

The Union agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the functions of the Board during the term of this Agreement.

The Union agrees to actively seek stoppage of any type of job action by any member of the bargaining unit and will take whatever affirmative steps within its ability that are reasonable to end such job action.

The Employer reserves the right to take disciplinary action against those who violate this Section.

The Employer agrees not to lock out any member of the bargaining unit during the term of this Agreement.

#### **ARTICLE 10 LABOR MANAGEMENT COMMITTEE**

A Labor-Management Committee will be established which will meet on a regular basis to discuss matters of mutual interest to management and the employees covered by this Agreement. The Labor-Management Committee will consist of no more than eight (8) members, (or as many as the parties mutually agree), half of which will be appointed by the Union and half appointed by Management. Each party may invite additional personnel, if their input is germane to the agenda.

Meetings will be held no more than once every other month except upon mutual agreement of both parties. If management has an agenda, it will be submitted to the Union prior to the Union's internal agenda meeting. The Union will add their agenda and the Chairperson or (designee) will

submit the combined agendas to the residential director (or designee). The Residential Director (or designee) will compile and distribute the final agenda prior to the labor management meeting. The members appointed by the Union will be afforded eight (8) hours of paid time away from their jobs prior to each meeting to discuss issues and formulate an agenda and/or to discuss the agenda. The Union shall provide at least seventy-two (72) hours written notice of leave. It is understood by the parties that grievances are not a proper subject for discussion in Labor-Management Meetings.

Minutes of the Labor Management meetings will be mutually agreed upon between Management and the Union Chairperson or his/her alternate prior to distribution.

## **ARTICLE 11 REPRESENTATION**

**Section 11.1 Stewards** The Union will be represented in the Bargaining Unit by Stewards in a ratio of one (1) Steward for each work unit and shift of the facility, but no more than seven (7). Only one Union representative at a time from a work unit will be released to investigate grievances. Shift employees shall be represented by a steward or an alternate assigned to their shift, unless the steward and alternate are absent; then a committee person may substitute.

**Section 11.2 Bargaining Committee** There will be four (4) Committee persons constituting the Bargaining Committee, each of whom will have a specified area and shift, and one of whom will be selected by the Union as the Chairperson who will have the entire Bargaining Unit as Chairperson's area. The Local Union may also designate an alternate for each committee person who will function as the committee person when the regular committee person is absent. In such cases, the alternate shall be entitled to all the terms and conditions applicable to committee persons while serving as a committee person.

**Section 11.3 Responsibilities of Committee Persons and Stewards** The committee persons and stewards may leave the work area with reasonable notice to the Supervisor and, being mindful of clients' needs, during the working hours without loss of pay with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. The representatives will continue to work at their assigned jobs at all times except when necessary to leave their work area to handle grievances as provided therein. It is understood that the handling of grievances includes investigation, consulting and meetings with Management or grievant on said grievances. The steward or committee person must first request in line of supervision to leave his/her work site and such request shall not be unreasonably denied.

At no time will overtime be paid to stewards, alternates, or committee persons performing duties or functioning as a steward or a committee person. Stewards, alternates, or committee persons working overtime assignments may not engage in representation matters unless held over by management in meetings with management.

In addition, the Chairperson will be given eight (8) hours per month away from their job to conduct Union business.

**Section 11.4 Committee Person** When Management requests the presence of a Committee person for representation purposes or a meeting on a shift other than the Committee person's own, the Committee person will be paid at the Committee person's straight time rate of pay for the time involved.

**Section 11.5 Shift Assignments of Stewards** The designation of a Steward will constitute the right to have an alternate assigned on a shift-by-shift basis.

**Section 11.6 List of Stewards and Alternates** A list of Stewards and alternates of the Union will be submitted to Management on a yearly basis and updated when changes are made. A list of officers will be submitted every three (3) years and upon changes in office.

**Section 11.7 Representation at Disciplinary Meetings** A bargaining unit member may have union representation at disciplinary meetings. The bargaining unit member must make this known. Supervisors will then arrange the meeting accordingly, and no meeting will be held without the union representative. Upon request, a member may have a bargaining committee member present at a major unusual incident ("MUI") investigation. The representative shall be bound by the rules governing the MUI investigations and shall not be disruptive in the proceedings.

## **ARTICLE 12                    HOURS OF WORK -- FULL AND PART-TIME EMPLOYEES**

**Section 12.1 Work Week, Shifts** All full-time and part-time employees will work a total of eight (8) continuous hours per slotted shift. All full-time employees will be scheduled five (5) consecutive days working and two (2) consecutive days off, twice in each fourteen (14) day work period. Full-time employees in a float position will work a total of eight (8) continuous hours per slotted shift and will generally be scheduled five (5) consecutive days working and two (2) consecutive days off, twice in each fourteen (14) day work period. Slotted shift schedules will be eight (8) hours and generally will commence from 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m. Individual work units may adopt alternative schedules by mutual agreement of the affected employees and the Unit Coordinator in consultation with the committee person representing the affected area. Part-time on call staff will be scheduled a minimum of three (3) hours. No employee will be required to report to work on a scheduled or regular day off except two (2) times a year and that will be for mandated training.

**Section 12.2 Breaks** Because of the nature of the clients' needs in this work place, there will not be scheduled breaks or lunch periods. However, it is understood and agreed to by the parties that employees will be allowed to take breaks as in the past based on the needs of the clients and staffing, based on two 15-minute breaks. The facility will make available to all employees a break area for breaks and lunches.

**Section 12.3 Controlled Medication Inventory** The employee who is responsible for performing controlled medication inventory on his assigned shift will be given two (2), twenty (20) minute breaks during the workday, and will hold over for up to ten (10) minutes at the end of his shift, to permit for controlled medication inventory with the following shift.

**Section 12.4 Check In-Out** All employees will be required to punch in and out on time clocks provided in each work location for all hours worked, staff meetings, and mandatory training. No employee is to punch in earlier than six (6) minutes before his/her regular shift starts or before his/her authorized overtime shift starts.

**Section 12.5 Tardiness / Call Offs / Absences**

A. Employees are expected to report to work at their scheduled time. Employees who do not report to work at their scheduled time will be disciplined as set forth below. At no time is any bargaining unit member to punch in or out for any other bargaining unit member. Such fraudulent action will result in disciplinary action of suspension on the first offense.

Employees who are tardy or who call off for their scheduled shifts will be subject to discipline in accordance with the following schedule. An overtime shift is considered to be "scheduled". An emergency situation, as certified by an employee's immediate supervisor, will not be considered in the disciplinary scale.

Regularly scheduled employees receive one and one-half (1.5) points for each calendar month worked without a call-off or tardiness. Part-time on-call employees are eligible to earn points only if they have worked a minimum of forty (40) hours that calendar month. Employees may accumulate up to a maximum of nine (9) points. Employees lose points in accordance with the following point system:

- .5 Call in prior to, or within fifteen (15) minutes after the start of your scheduled shift, and come into work within two (2) hours of the start of your shift;
- .5 Tardy (1-15 minutes);
- .5 Leave early after four hours after start of shift;
- 1 Late (16 minutes- 2 hours) with notification;
- 1 Leave early under four hours after start of shift;
- 1.5 Call off more than two hours prior to a scheduled shift and do not come into work;
- 2 Call off less than two hours prior to a scheduled shift and do not come into work;
- 2 Call off without available leave;
- 4 No call no show (no call within two hours of start of shift).

Discipline will be implemented on the following schedule based upon point totals:

- 5 Verbal Reprimand
- 6 Written Reprimand

- 7 Three (3) Days Suspension with Pay
- 8 Ten (10) Day Suspension with Pay
- 9 Discharge

**Section 12.6 Tardiness AWOP** Employees who are more than six (6) minutes tardy will have their pay AWOP'ed for the corresponding amount of time.

**Section 12.7 Full And Part-Time Status** Full-time status for the purpose of all benefits occurs when an employee is regularly scheduled for at least forty (40) hours per week or eighty (80) hours per scheduled pay period. Part-time status occurs when an employee is scheduled less than forty (40) hours per work week. Part-time, with benefits, occurs when an employee is regularly scheduled for at least thirty-two (32) hours per week or sixty-four (64) hours per scheduled pay period. Part-time, without benefits, occurs when an employee is regularly scheduled less than thirty-two (32) hours per week or sixty-four (64) hours per scheduled pay period.

At any time a part-time employee works at the higher level of hours for longer than twelve (12) consecutive weeks, they will be offered the position/work slot at higher level of hours and receive the benefits for that position/work slot as long as they are continuing in that position/work slot. This status would only change through a request by the employee for a voluntary reduction from full-time back to part-time status that is granted by the Employer.

## **ARTICLE 13 WORK BY PERSONS NOT COVERED BY THIS CONTRACT**

Employees excluded from the bargaining unit defined in the Certification of Representation provision of this contract will not perform work of employees covered by this contract, except to the extent currently performed, for purposes of instructing employees, or in cases of emergency type duties, but in no event will employees of the Unit thereby suffer loss of any working time, overtime or regular earnings.

## **ARTICLE 14 UNION LEAVE**

**Section 14.1 Union** Any union member selected by the Local Union to attend Union Conventions, Educational Conferences or to serve as a delegate to Clark County Union Council will be afforded time off without pay for the periods of the above mentioned purposes, provided that no more than four (4) employees of the facility may be on such leave of absence at anyone (1) time, unless otherwise mutually agreed by the Board with the Union. The Union shall provide at least seventy-two (72) hours written notice of union leave requested.

Once annually, at a mutually agreed date, up to seven (7) stewards and up to four (4) committee persons may be released for bargaining unit education for one (1) day. The Union shall provide written notice of the bargaining unit education at the earliest reasonable time.

Unpaid union leave shall be considered hours worked.

**Section 14.2 Certification Of Use** The reason for such leave of absence will be certified, with respect to its nature by the President or Vice President of the Local Union. Any employee

selected by the International Union for a full-time position will be given a leave of absence without pay, but with accumulation of seniority, and pension credits.

## **ARTICLE 15            PROBATIONARY PERIOD**

**Section 15.1 Probationary Period** All newly hired employees in this Bargaining Unit will serve a probationary period of 120 days. All hours worked will count towards the 120 days or its equivalent (960 hours). Performance evaluations will be performed at the completion of sixty (60) days or its equivalent (480 hours). Probationary employees will not be eligible to use accumulated Universal Leave or the grievance procedure.

**Section 15.2 Unpaid Time, Termination** All time off the job during the probationary period will be unpaid time. When 24 hours of unpaid time occur while a person is on probation, an inquiry will be made by the supervisor. When forty (40) hours of unpaid time occur, employment will be terminated unless a work-related assault or a work-related accident is involved. The terminated employee may be considered for rehire after presenting a physician's report stating the reasons for the excessive absence and that the individual is now fully able to fulfill the duties of the job. The examination and the report is the responsibility of the individual requesting to be re-hired. The Employer is not obligated to re-hire.

**Section 15.3 Qualifying Periods** When an employee receives a new classification in the bargaining unit, a new qualifying period must be served, not to exceed thirty (30) days, by 240 hours worked.

**Section 15.4 Bids by Probationary Employees** Probationary employees may have one successful bid away from their unit during their probationary period. Probationary employees may bid for open slots that maintain the same supervisor.

## **ARTICLE 16            OVERTIME**

**Section 16.1 Procedures** When an employee works in excess of eight (8) hours in one (1) period or on connective shifts or forty (40) hours in any work week, that employee will receive compensation for time at the rate of one and one half (1.5) times the employee's normal rate of compensation. If the unit has adopted an alternate schedule plan, overtime will begin at excess of forty (40) hours in one week.

**Section 16.2 Court Leave Time** Any time an employee is required to appear in court in connection with his/her official duties shall be considered hours worked.

**Section 16.3 Work Status** Periods of unpaid suspension, absences without leave, and unscheduled Universal leave will be deducted from the hours worked during the standard work period in which such absences occur, and are not to be considered overtime.

**Section 16.4 Credit For Overtime** To receive credit for overtime, the employee must:

1. Actually work the hours for which the claim is being made, except as set forth in Section 16.7;
2. Have the overtime authorized, granted, or approved by the supervisor, acting supervisor or appointing authority prior to working the overtime;
3. Submit to the Supervisor a leave/overtime form stating the time, location and date worked, and the total hours worked to the nearest one-tenth hour. After receipt from the employee, Management will then make the necessary designation on the attendance sheet to credit the employee for the time worked.

A copy of the Leave Request Form will be signed by the supervisor making the notations on the Form and a copy will be returned to the filing employee.

**Section 16.5 Overtime Equalization Procedures** Overtime with more than two (2) but less than eight (8) hours' notice will be offered to employees in the following order by seniority:

1. Staff presently working a connecting shift within the unit;
2. Full-time in unit;
3. Full-time campus;
4. Part-time in unit;
5. Part-time campus.

Overtime with more than eight (8) hours notice will be offered to employees in the following order by seniority:

1. Full-time in unit;
2. Full-time campus;
3. Part-time in unit;
4. Part-time campus;

Overtime may be cancelled by the supervisor with forty-eight (48) hours' notice.

**Section 16.6 Overtime Equalization List** As overtime is offered and worked, a record of days will be kept to ensure that each employee is offered overtime on a fair and consistent basis. An equalization list will be available for review upon request.

Employees may submit at shift selection a preference statement of the shifts, locations, days that they would prefer for overtime.

The Employer will not be required to use the overtime equalization list when the designated supervisor receives an employee's request for leave two (2) hours or less prior to the employee's shift.

Supervisors filling slots when there is less than two (2) hours' notice (as set forth above) will attempt to fill the slots either by offering the overtime to employees on the overtime lists or by offering the overtime to employees who volunteer for overtime.

Employees who believe they should have been called in for overtime, but were not, shall file a written statement with their supervisor within five (5) days of the date/time they believe they should have been called in to work the overtime. If it is found that the employee should have worked the overtime, the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount of hours that they should have worked.

When an employee is missed for an overtime opportunity from overtime equalization, the employee will be offered the next overtime opportunity. If the Employer fails to offer the second overtime opportunity from the overtime equalization, the employee who was missed will be paid the missed hours.

**Section 16.7 Overtime Consideration** Any employee who desires not to be considered for overtime in the unit or out of the unit may, at work schedule selection time, indicate such in writing. Between the times for work schedule selection an employee who has requested not to be on the overtime call-in list may request to be returned to the list.

**Section 16.8 Overtime Representation** In any situation when Union Representation is not available during an overtime period the Employer will have available representation upon requests.

## **ARTICLE 17 TOP SENIORITY UNION REPRESENTATIVES**

**Section 17.1 Stewards** Stewards will have top seniority on all classifications within their respective area and shift provided they are also capable of performing the available work within the classification.

**Section 17.2 Bargaining Committee Members** Members of the Bargaining Committee and the Chairperson will have top seniority in all classifications within their work unit area and shift provided they are also capable of performing the available work within the classification.

**Section 17.3 Limited Use** Seniority shall only be used for the purposes of layoff and for maintenance of shift assignments.

## **ARTICLE 18 CALL-BACK CREDIT**

If a full-time employee leaves work at the end of his shift, and is contacted by the office to return to work prior to his next scheduled shift of duty, such employee, when he responds, will be compensated at the rate of one and one half (1.5) times the employee's normal rate of compensation for hours worked. If a part-time employee leaves work at the end of a scheduled eight (8) hour shift and is contacted to return to work within the same 24-hour work period, the employee will be credited for callback pay. At no time will the responding employee be credited with less than three (3) hours, (2 hours at a time and one half), unless such time is connected to

the beginning or end of his normal work shift. Under no circumstance will an employee be required to report back to work.

When contacted for callback, the employee will ascertain the reason he is being notified to respond and the supervisor authorizing the callback.

Employees who report as a result of the callback notification will not be sent home early from an assigned shift in order to avoid compensating the employee.

However, a request from the employee to be dismissed early may be honored and the overtime worked as a result of call-back can be reduced by the amount of time taken off prior to the end of the scheduled shift.

Employees who return to work for non-mandated training, disciplinary hearings or those who show up without being notified to do so are not entitled to call-back credit.

Employees called back shall complete a leave/overtime form. The supervisor authorizing the callback will make proper notification to insure credit is given.

## **ARTICLE 19            UNIVERSAL LEAVE**

**Section 19.1    Policy**    Universal Leave includes all forms of leave except assault leave. Employees will accrue Universal Leave in amounts set forth in this Article and such leave will be available for any purpose. This leave may be taken for vacation purposes. Each employee may schedule at least one (1) block of time of vacation equal to the employee's number of hours scheduled in a week during the January work schedule selection. Staff may schedule more than one (1) block of time on consecutive weeks. This scheduling will be done by seniority by shift within the unit. At no time will leave be granted in an amount less than one (1) hour.

**Section 19.2    Old Sick Leave Balances**    Employees who have a sick leave balance as of January 1, 1992, may, at their option, use sick leave if the employee or his/her spouse or children are sick or incapacitated, with at least two (2) hours notice before the start of the shift.

### **Section 19.3    Call-Offs**

Employees who have an unscheduled call-off for non-medical reasons may only call off for one day at a time. Call-offs for more than one consecutive day must be due to illness and, after five consecutive scheduled days of absence, must be accompanied by a medical excuse for the employee's treating physician. Multiple consecutive working day absences for medical reasons will be considered one call-off for disciplinary purposes. Employees who fail to do so will either be subject to the disciplinary process set forth in Article 12 or sent for a fitness for duty examination by a doctor, paid for by the Employer. If it is discovered that the employee has a disability or chronic condition, reasonable accommodation will be made pursuant to the ADA.

**Section 19.4    Bereavement Leave**    An employee may have up to two (2) days off, with pay not deducted from Universal Leave, for bereavement of a family member. The bereavement

leave will include the day of the funeral provided that the employee attends the funeral. If the employee does not attend the funeral, the bereavement leave will occur within one week of the family member's death. Family members shall include the immediate family defined in the Ohio Administrative Code. Employees may use up to an additional two (2) days of Universal Leave or old sick leave for funeral leave or travel to and from funerals. Upon request by the employee, additional time may be granted at the discretion of the employee's supervisor.

**Section 19.5 Credit of Universal Leave** On January 1, 2011, full-time employees hired before July 1, 2010, will receive a one-time credit of Universal Leave according to their service with the Employer according to the following formula:

1 year -	128 hours
2 to 6 years -	188 hours
7 to 12 years -	236 hours
13 to 18 years -	284 hours
19 plus years -	332 hours

Employees in their probationary period will not be eligible to use Universal Leave.

**Section 19.6 Accrual Of Universal Leave** Bargaining Unit Members hired on or after July 1, 2010 will accrue Universal Leave according to the following schedule. Bargaining Unit Members hired before July 1, 2010 will begin, on October 1, 2011, to accrue Universal Leave based on their number of years of service with the Employer as follows:

<u>Years of Service</u>	<u>Maximum Annual Accumulation</u>	<u>Accrual / HR</u>
Less than two years	128 hours	.0616
More than two less than six	188 hours	.0904
More than six less than thirteen	236 hours	.1135
More than thirteen less than nineteen	284 hours	.1366
More than nineteen	332 hours	.1597

For Bargaining Unit Members hired before July 1, 2010, leave accrued between October 1, 2011 and December 31, 2011 may not be used until January 1, 2012.

**Section 19.7 Part-Time Employees** This section will apply only until accumulation of leave becomes effective. Part-time employees will receive leave based on the formula of their scheduled hours per pay period divided by eighty (80), times the number of leave hours available by years of service. For example: a part-time employee who is scheduled to work sixty-four (64) hours per pay and who had less than two (2) years of service would be entitled to eighty percent (80%) of one hundred twenty (120) hours of leave or ninety-six (96) hours.

Part-time employees who go to full-time during the year will receive the full-time leave balance at the beginning of the following year. Part-time employees who work an irregular schedule shall accrue Universal Leave at the rate of .0575 per hours worked per pay period. Employees

changing from part-time to full-time or full-time to part-time will have their Universal Leave balances adjusted, by formula of remaining full pay periods before the end of the year.

If an employee changing from full-time to part-time has insufficient time then their Universal Leave balance will be adjusted the following January or at their separation, whichever occurs first.

**Section 19.8 Conversion At Resignation** Any employee leaving employment by resignation will receive up to forty percent (40%) of their unused balance of new Universal Leave for that year. Employees' Universal Leave balance at resignation will be prorated to the months the employee has completed and currently serving minus the hours already used. The conversion will be based on this adjusted balance.

**Section 19.9 Conversion at Retirement** Any employee with ten (10) years or more service with the Board retiring under the Public Employees Retirement System (PERS) may request to convert their unused Universal Leave at the rate of forty-five percent (45%). Employees' Universal Leave balance at retirement will be prorated to the months the employee has completed and is currently serving in the current year minus the hours already used. The retirement conversion will be based on this adjusted balance.

**Section 19.10 Annual Conversion** By November 15th of each year, full-time employees may cash up to fifty percent (50%) of the balance of unused Universal Leave hours earned to a maximum of eighty (80) hours.

Part-time employees may convert up to one (1) week of prorated credit to cash. These employees may cash out fifty percent (50%) of their end of year balance, not to exceed forty (40) hours.

Using forms provided by the Employer, this annual conversion will be paid by separate check the first pay in December every year. If the employee chooses not to convert the hours to cash, they will be carried over to the following year's credit. Only current years credited Universal Leave will be eligible for the cash-out provision. Any previously carried over Universal Leave may be scheduled, but not cashed out.

Employees with 2-6 years would have the right to schedule one hundred eighty eight (188) hours or cash-out as described herein above, or carry over the balance of hours. Each employee with 7-12 years will have the right to schedule two hundred thirty-six (236) hours or cash-out as described herein above or carry over the balance of hours. Each employee with 13-18 years will have the right to schedule two hundred eighty-four (284) hours or cash-out as described herein above, or carry over the balance of hours. Each employee with over nineteen (19) years will have the right to schedule three hundred thirty-two (332) hours or cash-out as described herein above or carry over the balance.

If an employee schedules one (1) week of vacation per Section 19.1 and cashed one (1) week for this Section, he/she will have the balance based on years of service to carry-over to the following year. The carry-over of this new leave will be kept in a separate account from old accrued sick leave and vacation.

There will be no payouts of Universal Leave for staff hired on or after July 1<sup>st</sup> of each year of this Agreement unless the probationary period is completed by November 1<sup>st</sup> of each year.

**Section 19.11 Higher Universal Leave Rates** This section will apply only until accumulation of leave becomes effective. Employees who achieve their anniversary date during the calendar year will have the prorated hours of the higher Universal Leave amount after subtracting the current amount earned, credited in the month of the anniversary date.

**Section 19.12 Attendance Bonus** Anytime a benefited employee completes a full calendar month of work without an unscheduled call-off for regular Universal Leave the employee will receive two (2) hours bonus pay for each month this occurs. The bonus will be first pay period in December at the rate of pay at that time, by separate check.

**Section 19.13 Previous Leave Time** Effective as of January 1, 1992, all previously earned leave time will be credited to employees on the old basis and in the categories earned and used as in the past. All old leave will be paid out upon retirement or termination, per State law.

## **ARTICLE 20 HOLIDAYS**

**Section 20.1 Holidays** The following holidays are off with pay:

1. New Year's Day
2. Martin Luther King Day
3. Easter Sunday
4. Memorial Day (Last Monday in May)
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Eve
11. Christmas Day
12. The Day After Christmas
13. Floating Holiday

The Floating Holiday begins at the beginning of the 1<sup>st</sup> shift on the day the holiday is observed. All other holidays begin at the beginning of the 3<sup>rd</sup> shift before the holiday is observed.

**Section 20.2 Holiday Pay** Holiday pay will be paid at the full-time employee's regular hourly wage rate for eight (8) hours. Employees who work less than eight (8) hours will be compensated for actual hours worked. Employees scheduled to work on a paid holiday will receive holiday pay only for the actual day the holiday falls.

Employees who work on a holiday will receive a total of twenty (20) hours pay for eight (8) hours worked. That is, employees shall receive eight (8) hours holiday pay and eight (8) hours pay at time and one half-holiday premium for working the holiday. Employees who work less

than eight (8) hours will be compensated for hours worked at time and one half and receive holiday pay for those same hours.

**Section 20.3 Holiday Compensation For Off-Scheduled Employees**

**A. Full-Time (40 hours per week) Staff:** Forty (40) hour or part-time employees with staff benefits shall be granted eight (8) hours holiday pay for those holidays that occur off their scheduled days, or the option of the day off within the pay period based upon mutual agreement between the supervisor and the employee, to be reviewed every six (6) months by the Labor Management Committee.

**B. Scheduled Part-Time Staff Schedules:** Part-time staff shall be granted holidays that occur off their scheduled days prorated based on the percent of the scheduled work slot vs. the 40-hour week times eight (8) hours.

Example: 24 hours = 4.8 hours pay  
20 hours = 4.0 hours pay

Unscheduled Part-Time Staff, not in a work slot, shall be paid at the holiday rate for those holidays that are worked. No off-scheduled holidays shall be paid to unscheduled part-time staff.

**Section 20.4 Unscheduled Leave and Holidays** Employees not scheduled to work a holiday will not receive holiday pay if they are on unscheduled (call-off) leave the scheduled work day before or the scheduled work day after the holiday. Employees scheduled to work the holiday who are on unscheduled (call-off) leave, will not be paid holiday pay.

**Section 20.5 Holiday Pay-Overtime Pay** At no time does holiday compensation for time not worked count towards the computation of overtime hours.

**ARTICLE 21 TRANSFERS, VACANCIES AND WORK SCHEDULES**

**Section 21.1 Factors for Selection** When a vacancy occurs, the following factors will be considered:

- A. Length of Service in the Unit Seniority by classification as defined in 21.4 will be the determining factor in making the selection of the vacancies within the work unit.
  - 1. Full-time employees in the unit;
  - 2. Full-time employees facility wide;
  - 3. Part-time employees with benefits in the unit;
  - 4. Part-time employees with benefits facility wide;
  - 5. Part-time employees in the unit;
  - 6. Part-time employees facility wide.
  
- B. Ability to Perform the Available Work means with proper instructions for a reasonable amount of time based on the nature of the classification.

**Section 21.2 Posting of Vacancies** Before posting a vacancy in a unit, the unit supervisor shall offer the vacancy to full-time employees in the unit by seniority. The full-time employee must respond within twenty-four (24) hours to the supervisor.

When vacancies exist in an occupation, the open jobs will be posted on the Unit Bulletin Boards explaining the classification and number of vacancies. Posting will be seven (7) calendar days in length. Staff applying for a vacancy will use the Internal Application Form. Forms will be available at all times. The Human Resources Office will receive it by the closing time of the last day of the posting in order to be considered for the position.

**Section 21.3 Process For Selection**

When a position is filled by a Bargaining Unit staff member, the resulting vacancy is then posted, both in all Bargaining Unit facilities and other program facilities. Vacancy will be filled in the following order:

- A. by qualified Bargaining Unit members by seniority
- B. by hiring individuals outside the bargaining unit

When there are no applicants, or qualified applicants, then Human Resources may begin selecting from external applications.

Staff who would be supervised by their family/equivalent members will have the opportunity to select a vacant position from current, posted job openings by seniority. Management may not be assigned to a work location where his/her immediate family or equivalent work in the bargaining unit. Employees may not transfer or be assigned to a work location where his/her immediate family or equivalent work in a supervisory capacity.

**Section 21.4 Work Schedule Selection** The work schedule shall be established by the Employer. The work shift/slot and holiday schedule selection shall be conducted during the month of January for schedules beginning the first full pay period in February.

The work schedule selection shall be for the items in the order listed:

1. Shift/slot selection
2. Vacation block(s) (from Universal Leave) not to exceed three consecutive weeks
3. All Holidays including floating Holidays
4. Up to seven individual Universal Leave days (8-hour increments)

Additionally, selections, for the items listed below, shall be done the first week of April, July and October in the following order:

1. Vacation block(s) (from Universal Leave) not to exceed three consecutive weeks

## 2. Up To Seven Individual Universal Leave days

All selections made shall be for the following months corresponding to the grid. (i.e., April selections will be for May 1<sup>st</sup> to the end of the grid, July selections will be for August 1<sup>st</sup> to the end of the grid, and October selections will be for November 1<sup>st</sup> to the end of the grid.)

Each employee may schedule at least one (1) block of time of vacation equal to the employee's number of hours scheduled in a week during the January work schedule selection. Staff may schedule more than one (1) block of time on consecutive weeks. This scheduling will be done by seniority by shift within the unit. At no time will leave be granted in an amount less than one (1) hour.

Employees shall make their work schedule selection before any leave selections shall be made. Once the leave times have been scheduled they may not be changed by employees unless approved in writing by the supervisor. Vacation week blocks (whole or partial) may be cancelled with advance notice to the supervisor except for weeks that include a holiday. Where a block includes a holiday, the entire block must be cancelled except for the Floating Holidays. Blocks including Floating Holidays may be cancelled, but the Floating Holiday must be kept as scheduled.

Selection for time off, blocks and Universal Leave shall be by seniority among staff within the work unit for each work schedule selection in the following order:

- 1) Full-time employees;
- 2) Part-time employees with benefits; then
- 3) Part-time employees without benefits.

After all employees have made their selections for the block/blocks time, then employees may select additional Universal Leave blocks by seniority. After the block time selection and additional block leave time is selected, then holidays may be selected by seniority among full-time employees. Each full-time employee may select one (1) holiday until all holidays are exhausted. Following block and holiday leave selections, the employees may select individual Universal Leave days. A holiday that occurs in selected workweek block of Universal Leave will not count as a holiday selection.

**Section 21.5 Grid Changes** If operating or resident needs change, or if manpower needs change in a unit, the work schedule may be altered during the work schedule period. Changes made other than at the work shift/slot and holiday schedule time to accommodate operating or resident needs shall be determined by the coordinator and supervisor in consultation with the bargaining committee member. When a permanent grid change results in a vacancy it will be filled in accordance with Section 21.2. When a permanent grid change results in the abolishment of a slot, the employer will choose the shift affected and abolish the slot containing the least senior staff on that shift. The affected staff will be given the following options, in any order:

- \* Bump the least senior filled slot within the unit; OR

- \* Bump the least senior filled slot on the affected shift campus-wide; OR
- \* Choose from available vacancies on the campus; OR
- \* Bump the least senior filled slot on campus on any shift; OR
- \* Go to part-time on-call status

An employee bumped in accordance with the above language also has the right to exercise his seniority to bump as set forth above. Employees may only bump into slots containing like numbers of hours.

Staff moving to a different slot in accordance with this Section will receive the days off and holidays already assigned to that slot. When staff is involuntarily moved pursuant to this Section, the Employer will make every reasonable effort to accommodate their previously selected Universal Leave, including, at the Employer's discretion, permitting more than one person off per shift.

**Section 21.6 Scheduling and Work on Holidays** Full-time (40 hour staff), in order of seniority, may schedule one (1) holiday at a time per employee, per shift, until all holidays have been scheduled, per holiday selection process with one person being scheduled off per shift per holiday, except on block selection. Part-time employees are required to work on a holiday as assigned campus-wide.

The Employer may utilize other Board employees to fill work slots open on a holiday (i.e. scheduled off) after full and part-time employees are given the opportunity to work the slots. Also, if work slots are open on a holiday due to unscheduled Universal Leave the Employer may fill the work slots with other Board employees.

Holiday selection shall occur in January for the holidays starting in February of the present year through January 31<sup>st</sup> of the subsequent year unless management makes work schedule changes.

The Employer shall attempt to provide time during shifts when employees may make work schedule selections and leave schedule. When feasible, the employees may submit their selections for work schedules and leave time in writing to their supervisor.

**Section 21.7 Fill-in Staff and Shift Selection** The fill-in staff shall return to their home unit/or same unit, for shift selections, holiday selections and other related needs. The temporary position may be selected as any other during shift selection. If it remains open after shift selection, the person who was temporarily in the slot prior to shift selection has first choice to return to it after shift selection. If declined, it is then posted again as a "temporary opening".

**Section 21.8 Shift Switching** Shift switching will be allowed with 24-hour notice except on Holidays and shall not result in overtime for any party. Shifts may be switched on holidays only among employees actually working the same holiday.

## **ARTICLE 22            TEMPORARY WORKING LEVEL**

Any employee required to work at a position with a higher rate of pay will receive at least the base rate of pay for the higher position.

## **ARTICLE 23            ASSIGNMENTS OF EMPLOYEES**

**Section 23.1 Temporary Assignments** When manpower requirements make it necessary for the facility to make a temporary assignment to meet individuals' daily needs, management will make the assignment no more than five (5) times per month from any one unit per shift. Assignments must be made to the same shift the assigned employee works. Thereafter, the vacancy shall be filled in accordance with the transfer provision of this Agreement.

**Section 23.2 Selection Procedure** In determining which employees to assign, if the oldest in seniority employee in the selected classification is capable of performing the job, seniority will be used in offering the assignment. The least senior employee(s) must accept the assignment.

**Section 23.3 Delegated Nursing Tasks** Employees may be assigned delegated nursing tasks. This delegation is determined by employees passing a course, participating in periodic training, and review provided by a qualified registered nurse. These delegations will include passing of medications in family homes and other tasks identified in Ohio Administrative Code 5123:2-6-03. Employees working in family homes, who have had certification to pass medications withdrawn according to established procedures, will be reassigned to an open position in the cottages.

Discipline initiated by the Employer regarding delegated nursing tasks will be applied in a consistent manner.

**Section 23.4 Temporary Open Position (30 calendar days or less)** When staff shortages on a given unit and/or shift occur, coverages should first be filled by staff who voluntarily change their shift, then by part-time employees. Needs for shift coverages may arise out of block Universal Leave requests, short-term illnesses (30 or less calendar days), emergency coverages, administrative leave or disability leaves.

If overtime is created by the shortage, the overtime is to be offered on the shift where the shortage occurs.

If the staff member fails to return by the expected date, the work slot shall be posted as a permanent position per contract procedures.

**Section 23.5 Temporary Open Position Over 30 Calendar Days** When a regularly scheduled staff member is on extended leave expected to be more than thirty (30) days, that position may be posted and then filled by another staff member on a temporary basis. If the staff member on leave gives notice of non-return prior to one hundred eighty (180) days after having gone on leave, the position will be posted per Article 21. In no event will a position be held available longer than one hundred eighty (180) days. On the one hundred eighty first (181<sup>st</sup>) day,

the job will be posted and filled per Article 21. If the person who has filled the job on a temporary basis is displaced, the employee will return to his prior job. Posting for the position may begin two (2) weeks prior to the one hundred eightieth (180<sup>th</sup>) day if it is known the staff member is not returning by that day.

## **ARTICLE 24 SENIORITY LISTING**

**Section 24.1 Seniority List** The Clark County Board of Developmental Disabilities facility will provide the Union each month commencing January 1<sup>st</sup> with a corrected and current seniority listing of all employees covered by this Agreement and will likewise provide information showing each employee's full-time, part-time status and work unit location.

**Section 24.2 Notices to Union** The Clark County Board of DD will issue notices to the Chairperson of the Bargaining Committee each month on all new hires, recalls, layoffs and terminations for any reason.

**Section 24.3 Transfers Outside Bargaining Unit** Employees who are transferred to a position outside the Bargaining Unit will be removed from the seniority list.

## **ARTICLE 25 SENIORITY**

**Section 25.1 Calculation and Breaks in Service** Seniority will be established on the basis of uninterrupted service performing the duties of Unit Counselor and Recreation Instructor within the F.F. Mueller Residential Center.

A. The following situations will not constitute a break in continuous service or seniority:

1. absence while on approved leave;
2. a layoff of one (1) year duration or less;
3. a resignation where the employee is re-employed within fourteen (14) days.

An employee will not accumulate seniority for any period during which an assignment is made outside of the bargaining unit.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. discharge for just cause;
2. retirement;
3. layoff for more than one (1) year or up to length of seniority;
4. failure to respond to a recall notice within five (5) calendar days of a recall from layoff;
5. failure to return to work at the expiration of an approved leave of absence;
6. A resignation, unless the employee is employed within fourteen (14) days;

7. overstaying a leave of absence unless prior written approval is received from the employer;
8. engaging in other employment while on approved leave of absence;
9. absence of five (5) or more days without approval and without substantial justification from the employee;
10. Resignation or separation from the center;
11. Promotion or selection to a position outside the bargaining unit.

**Section 25.2 Tie Breaker** In cases where two or more persons started their service with the Clark County Board of DD on the same date, seniority will be established by the last four (4) digits of the employee's social security number on the date of hire; the lower four (4) numbers will have seniority over the higher four (4) numbers in such instances.

**Section 25.3 Scheduling, Shift Preferences** For the purpose of vacation scheduling, shift and days off preference, seniority by classification as defined in 21.4, within the work unit will be the deciding factor.

**Section 25.4 Departmental Seniority** For the purpose of accrual of any benefits otherwise enumerated in this Agreement, departmental seniority by classification, as defined. in 21.4, will be the deciding factor.

**Section 25.5 Service Time** Time spent from their regular scheduled work by local union representatives in negotiating labor contracts with management, attending meetings, or otherwise carrying out duties of local union representatives will be counted in computing all service and attendance records excepting that those given leaves of absence to go with the International Union shall not receive attendance credits for vacation eligibility during such absences.

## **ARTICLE 26 GRIEVANCE PROCEDURE**

**Section 26.1 Grievance** It is mutually agreed that disagreements between the Board of DD and any of its employees in the Bargaining Unit as to interpretation or application of the terms of this Agreement will be settled in accordance with the procedure herein provided. The Union reserves the right to file a grievance within twelve (12) calendar days of knowledge of the event giving rise to the grievance on any contract policy matter. Grievances concerning loss of pay or termination may be initiated at Step 3 of this procedure.

All grievances shall be filed on grievance forms and must include the issue in dispute, provisions of the contract alleged violated, facts and names of witnesses supporting the grievance, and the specific remedy desired by the grievant(s).

A group grievance is a grievance concerning two or more people and will be signed by at least two (2) of the affected employees and/or the Union. The Union shall provide the names or classifications of employees to be included in a group grievance.

## **Section 26.2 Grievance Rights**

**STEP 1: Supervisor** The grievance will be discussed by the employee and/or steward with the supervisor/designee. The employee may, if they so desire, have his/her steward present the grievance to the supervisor/designee, who will attempt to settle it. The supervisor/designee will give their reply within six (6) calendar days after discussion of the problem with the employee. The committee member and the unit coordinator may be involved at Step 1.

**STEP 2: Residential Director** If the grievance is not satisfactorily adjusted by the supervisor in Step 1, it may be submitted to the Residential Director or his/her designee within six (6) calendar days (of the Director). The Director will then schedule a meeting between the Committee member and the Unit Coordinator within six (6) calendar days of the receipt of the Step 1 response. The local Chairperson or their alternate may attend this meeting. The Residential Director will give the Union written disposition of the grievance within six (6) calendar days following such grievance meeting.

**STEP 3: Superintendent** If the grievance is not satisfactorily settled at Step 2, the grievant may appeal the grievance to Step 3. The appeal to Step 3 must be made within six (6) calendar days of the receipt of the Step 2 response to the Superintendent/designee. Any grievance not satisfactorily settled in Step 2 will be presented at a conference between the Superintendent/Designee, and/or the Human Resources Director (and the Residential Director and/or Unit Coordinator if the Superintendent desires) with the Chairperson of the unit and Bargaining Committee. The President/Designee of the Local Union, and/or the international staff may attend the conference. The conference will be held within ten (10) working days (or a mutually satisfactory time) after the Union's appeal from Step 2. The Superintendent or his designee will answer the grievance in writing to the unit Chairperson not later than seven (7) calendar days after the conference.

**STEP 4: Arbitration** If the Board's answer to Step 3 is not accepted, the Unit Chairperson will notify the Employer in writing within thirty (30) calendar days following the receipt of the Board's written Step 3 answer of the matter to be arbitrated. Any side may request an additional meeting to discuss settlement of the grievance before arbitration or during the selection of an arbitrator.

The parties will jointly request a list of five (5) names from the Federal Mediation and Conciliation Service within fourteen (14) days of the Union's appeal. Within five (5) calendar days after receipt of the list, if the parties cannot agree upon an arbitrator from the names of the original panel submitted, then the Board and the union will again jointly request the Federal Mediation and Conciliation Service to submit a second panel of seven (7) persons qualified to act as arbitrators. Union and Board representatives will each have the choice of alternately striking the names of three (3) of the seven (7) persons, and the remaining (or seventh) person will be selected as the arbitrator. The Federal Mediation and Conciliation Service will be notified immediately and jointly request the name of the remaining person on the list who will serve as arbitrator for the grievance or grievances.

The expense and salary incident to the service of the arbitrator will be paid jointly by the Board and the Union. The decision of the arbitrator will be final and binding.

**Section 26.3 Authority of the Arbitrator** No arbitrator will have the power to add to or subtract from or modify any of the terms of this Agreement.

**Section 26.4 Time Limits** The time limits provided in the grievance procedure may be extended at any step by mutual agreement of the representatives involved in each step. Time limits will be automatically extended during the administrative break by the equivalent number of administrative days off. If the Employer does not process the grievance within the time limits prescribed in the steps of the grievance procedure, the grievance may be taken to the next step of the procedure.

**Section 26.5 Access to Premises for Grievances** An International Union Representative will be permitted access to the worksite with the permission of the Superintendent or designated representative, which will not be unreasonably withheld.

**Section 26.6 Appeals of Insurance Claims** Appeals on the insurance coverages will not be a part of the grievance procedure.

**Section 26.7 Grievances Appealed** It is agreed that if the UAW International Executive Board, Public Review Board or Convention Appeals Committee, or any governmental agency or court, finally decides that an employee's grievance was improperly withdrawn from the grievance procedure by the Union, the grievance will be reinstated in the grievance procedure at the step from which it was withdrawn.

**Section 26.8 Pay Status** No staff member will receive overtime for any meeting required by Management (discipline or grievance). Members will receive straight time pay for any disciplinary hearing for the entire hearing. If the grievance is held at a time separate from the employee's shift, they will not be compensated.

**Section 26.9 Time Out Meeting** The parties may agree to additional meetings to discuss grievances. For such meetings the parties must establish a schedule for the meeting and who will attend the meeting. Unless the parties mutually agree, the scheduling of a time out meeting shall not extend the timelines for grievances.

**Section 26.10 Exchange of Witness Names And Documents** Either party may request to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. The exchange may occur at a prearbitration meeting or as the parties agree. This exchange does not preclude the parties from introducing additional witnesses or documents.

## **ARTICLE 27 DISCIPLINE/PERSONNEL FILE**

**Section 27.1 Just Cause** No employee having completed his probationary period shall be disciplined or discharged except for just cause.

**Section 27.2 Discipline** Disciplinary action may include: a) verbal warning; b) written warning; c) suspension with (working suspension) or without pay; or, e) discharge from employment. The Union shall be notified of disciplinary actions when issued. Failure to notify the Union will result in the removal of the discipline issued. Additionally, with discipline, or prior to commencing progressive discipline, the Employer may, as it determines necessary, require special training that may include in-service training.

**Section 27.3 Progressive Discipline** Except in situations of gross employee misconduct, as clarified in the Ohio Revised Code, the Employer shall discipline employees in accordance with the principle of progressive discipline. Routine discipline will be conducted within ten (10) workdays of the supervisor's knowledge of the infraction.

**Section 27.4 Predisciplinary Meeting** Before any employee is suspended or discharged from employment, the employee shall be provided a predisciplinary meeting conducted by an individual outside the residential unit. The Union will be given a statement of specific charges, copies of any statements, and specifications prior to any employee being suspended or discharged. Management will contact the committee chairperson to establish a mutual meeting time before the letter is sent to the employee.

The employee may choose to: a) appear at the predisciplinary meeting and present oral and written statements, witnesses or other documents or have their Union representative make the presentation, or b) waive the predisciplinary meeting.

All statements, witnesses and policy references that relate to the specific charges will be heard during the predisciplinary meeting with the employee, their union representative and the supervisor able to ask questions of all witnesses.

Up to two (2) witnesses called by each party to attend a predisciplinary meeting will be paid actual hours at the meeting at their straight rate of pay.

The hearing officer will recommend whether or not discipline beyond the level of reprimand is warranted, The Superintendent will issue the appropriate discipline and the Union may grieve as set forth below.

Any employees involved in this process may be placed on administrative leave until a finding regarding discipline is issued. Either party may tape record the predisciplinary meeting. A copy of the recording and transcript, if such is prepared, shall be provided within five (5) working days to the other party. The discipline shall be issued within seven (7) working days of the meeting unless an extension is mutually agreeable by both parties. Any appeal of discipline at this level will commence at Step 3 of the grievance procedure.

**Section 27.5 Appeals** Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written warnings are grievable only to Step 3 of the grievance procedure herein and will not be subject to arbitration. Verbal and written warnings may be grieved to the Personnel Committee of the Board.

**Section 27.6 Non-Interference** The parties agree that there will be no coercion of the Hearing Officer and that the parties and their representatives shall not contact the Hearing Officer to discuss the merits of the case prior to or immediately following the hearing and prior to the time the hearing officer has rendered a decision,

**Section 27.7 Record of Discipline** All disciplinary actions or records, except verbal warnings and written warnings, but including suspensions, dismissals or loss of pay discipline, shall be maintained in each employee's personnel file throughout the period of his/her employment.

Verbal warnings and written warnings will be removed from the employee's personnel file twelve (12) months from the date of issue, provided that no additional disciplinary action has been taken against the employee. Any other records described herein will be removed from the employee's personnel file eighteen (18) months from date of issue, provided that no additional disciplinary action has been taken against the employee within one (1) year.

Upon request, an employee will be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. An employee will be permitted to insert written clarification or explanatory memoranda and attach such memoranda to the material found in the employee's personnel file.

In any case in which a verbal warning, written warning, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

**Section 27.8 Personnel File** An employee shall have access to his personnel file upon reasonable notice to the Human Resources Director. An employee shall have access to his/her personnel files during normal office hours of the custodian of the records.

The employee may be accompanied by his union representative in such inspection. It is understood between the parties that this access does not include pre-employment employer inquiries and reference checks and responses obtained during the pre-employment investigation. An employee may request up to five (5) single page copies of material in his personnel file at any time; however, after the initial copies, the employee shall bear the cost of any additional duplication of \$.25 per copy.

## **ARTICLE 28 LAYOFF AND RECALL**

**Section 28.1 Layoff. Reasons. Displacement** Employees may be laid off as a result of a lack of work, lack of funds or job abolishment, but only after all part-time, temporary, seasonal and sub employees in the classifications in the bargaining unit have been laid off or terminated. For purposes of this Section, "job abolishment" shall mean the permanent elimination of a position from the Department. The Employer shall notify the Union and each affected employee(s) to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's Bargaining Committee the effects on the remaining employees. Any layoff of an employee shall be instituted in accordance with the least Board seniority employees in the

affected classification being laid off first, and will be offered the right to displace an employee in another classification in the Bargaining Unit with less seniority.

**Section 28.2 Recall** An employee laid off shall be placed on a recall list for a period of two (2) years or length of seniority, whichever is greatest. If there is a recall, employees who are still on the recall list shall be recalled in reverse order of their layoff. Any recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the employer's expense. If an employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. At the employee's option, he or she may by-pass part-time, temporary, seasonal, and sub jobs to the extent of exhausting his or her recall rights.

**Section 28.3 Notice of Recall** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the Employer,

**Section 28.4 Return to Work** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

## **ARTICLE 29 ASSAULT LEAVE**

**Section 29.1 Assault Leave** Any employee who is physically injured in an assault by a person enrolled or appearing for evaluation to be enrolled in a program or service operated by the Employer may apply for assault leave to be used in lieu of Universal Leave and may be granted such leave subject to the following conditions and limitations.

**Section 29.2 Conditions** The injury must have resulted from an actual or attempted assault by an enrollee during an agency function when the employee is working in an approved and proper manner or has gone to the aid of an employee being assaulted or in need of assistance to effectively restrain an enrollee or applicant. The incident which resulted in the injury must have been reported to the immediate supervisor at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.

The injury or suspected injury must have been seen by a doctor within twenty-four (24) hours of its occurrence. If a doctor is seen during the employee's workday and the doctor authorizes the employee's immediate return to work or return to work at a later date, the employee will notify their supervisor as soon as possible, but in no event no later than four (4) hours prior to the starting time of their shift on the next day. This notification is for the purpose of scheduling other employees only.

**Section 29.3 Days Allowed** If the conditions above are applicable in a given instance and are met in full, the Employer will provide full compensation for each full and partial day of such

absence for which there is not payment of Workers' Compensation to a maximum of five (5) working days per incident within seven (7) calendar days following. If a subsequent Worker's Compensation award is made effective to the first day of the absence for an injury resulting in absence, worker's compensation paid to the employee will be returned to the agency by the employee.

## **ARTICLE 30            TRAINING**

**Section 30.1    General**    Each employee will be encouraged to take training. Any employees who wish to be considered for training above and beyond that which is needed to maintain certification will fill out forms provided by the Program. Approval will be made on a first-come, first-served basis, subject to funding limitations for college course tuition reimbursement or seminars/workshops. \$3000 will be placed in this fund each January and does not carry over to the next year.

**Section 30.2    Tuition Reimbursement**    Education received at recognized colleges and universities, through seminars and workshops are recognized as an asset to the employees and the Department. In an effort to promote the accumulation of knowledge and skills these institutions offer, a Tuition Assistance Program is offered to defer the cost of job-related courses. The program is as follows and will be adopted for college training.

1.    A request form will be filled out stating the school, course, probable cost per credit hour and starting date.
2.    The employee will state the relationship of the course to the work he/she performs.
3.    The Unit Coordinator will then certify the applicability of the course to the employee's work.
4.    The Unit Coordinator will then certify the budget category the money will be drawn from and submit the form to the Program Director.
5.    No program funds will be paid for any expenses incurred for college training except for tuition.

If the following conditions are met, then reimbursement will be processed:

1.    The employee must complete the course with a 2.0 average. Reimbursement will be computed by the formula of:  $\text{grade point average} \times 25 = \% \text{ of reimbursement}$ . Successful completion of a workshop or seminar is documented through a certificate or some other verification of the day's attendance and will be reimbursed at a rate of 75%.
2.    A copy of the grade report, certificate or other verification submitted to the Comptroller or designee.
3.    Proof is submitted that a minimum of 75% attendance at college classes is met. This can be accomplished with signatures and dates by the course instructor.

**Section 30.3    Workshops**    Attendance at additional workshops or conferences will be approved as needed and as relevant and determined by Program needs.

**Section 30.4 Basic Training** Those employees who do not possess basic training, such as a High School diploma or equivalent, at the time of adopting this Agreement, will receive whatever support is reasonable for completion of this training.

## **ARTICLE 31 NON WORK-RELATED LEAVE OF ABSENCE**

**Section 31.1 Leave Without Pay** The Employer may grant a leave of absence to any employee for a maximum of one hundred eighty (180) calendar days for any personal reasons of the employee. Such leave may be extended or renewed beyond the one hundred eighty (180) days with the written approval of the Superintendent.

Leave may be granted for a maximum of two (2) years for purpose of education, training or specialized experience which would be a benefit to the Board service by improved performance at any level, or for voluntary service in a governmentally sponsored program of public betterment.

The granting of any leave of absence is subject to approval of the Superintendent. Employees will advise their supervisor in writing thirty (30) calendar days prior to the commencement of the desired leave, so that the various functions may proceed properly.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while the employee is on leave will be terminated and/or displaced upon his return from such leave. The affected employee will be considered for other vacancies.

An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. If any employee fails to return at the expiration of an approved leave of absence, the Employer may take whatever action it deems appropriate.

**Section 31.2 Maternity Leave** An employee on maternity leave will notify the Employer in writing within thirty (30) calendar days after delivery of her decision to return to work. This date of return is to be within guidelines established under Family Medical Leave rights. If an employee is unable to return to work for personal health reasons after these rights are exhausted, the employee should contact the Human Resources Department to discuss disability options as defined elsewhere in this Article.

### **Section 31.3 Medical Leave / Disability Separation**

When an employee has available paid leave and requires a medical leave for thirty (30) consecutive calendar days or more, the employee will be given the options of (in the order listed):

1. Leave without pay (maximum 60 days);
2. Available Universal Leave or old leave banks for the first thirty (30) days, followed by a maximum of sixty (60) days of leave without pay;

3. Available Universal Leave or old leave banks.

After exhausting all leave, the employee may request and the Employer may grant an additional unpaid medical leave of absence.

An employee who remains physically incapacitated, and who has utilized all available leave as set forth above, may request a voluntary disability separation. If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid disability separation, provided the employee is:

1. hospitalized or institutionalized for medical or psychological reasons;
2. in a period of convalescence following hospitalization by a treating, licensed medical practitioner at the hospital or institution; or
3. is declared incapacitated for performance of the duties of the position by a treating, licensed, medical practitioner.

Reinstatement rights following disability separation extend for three (3) years from the date the employee was disability separated. Upon reinstatement from disability separation, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by disability will be on a temporary basis and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated to another position, the status of the temporary appointee will be determined by the Employer and the Human Resources Director. The displaced persons shall be considered for open positions.

Employees on unpaid medical leave or disability separation will be covered under the Board's Insurance program for a total of ninety days following the end of the month in which the employee is not in active pay status unless otherwise extended by the Family Medical Leave Act per injury. After ninety (90) days, the Employer will assess if the employee can return to work, by requiring a certification from the treating licensed medical practitioner or examination provided by a doctor secured and paid for by the Employer. If possible, a date should be stated by the treating licensed medical practitioner when the employee will return. After ninety (90) days, the employee will be put on a bill-at-home basis and will be reinstated when they return to work.

If eligible, the Employer will assist the employee in applying for disability retirement benefits.

**Section 31.4 Military Leave** Federal and state laws shall govern military leave.

**Section 31.5 Court Leave** The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Compensation for court or jury duty shall be submitted to the County Auditor upon return to active service, or as soon as possible thereafter. The County Auditor will give the employee a receipt for the same.

Employees will honor any subpoena issued to them, including, but not limited to, those for Workers' Compensation, Unemployment Compensation, and State Employment Relations Board.

Employees will provide notice to their Supervisor as soon as they receive a subpoena or notice of jury duty and provide a copy of the subpoena or notice of jury.

Universal Leave must be used if the attendance at court involves a personal matter of the employee.

## **ARTICLE 32 MISCELLANEOUS**

**Section 32.1 Evaluations** All employees will be evaluated once per year and resultant training needs will be negotiated with the employees on a case-by-case basis.

**Section 32.2 Testing for Substance Abuse** Management reserves the right to intervene and order drug or alcohol testing including, blood, breath or urine of any employee who exhibits or has exhibited behavior which could be construed as "under the influence." Any tests will only be used as part of a discipline case. Referral for testing is not to be used as intimidation or a form of discipline. The test(s) records will not become part of the employee(s) personnel file.

**Section 32.3 Overnight Work** Any employee who is offered, in line of seniority, to work overnight with clients off campus will be paid a daily rate of not less than twenty four (24) hours at regular rate of pay for each day involved. Expenses including room, board and approved mileage during the stay will be paid by the Employer per limits established by the Board. If no employee is willing to accept the offer, management or their designee may do the work.

**Section 32.4 Violations of Resident Rights** Any time any bargaining unit member is accused of abusing or neglecting a resident, or other violations of residents' rights, an internal investigation will be conducted by per Board procedures with the employee involved and the Union will be notified. Once the investigation is completed, a report will be submitted to the Human Resources Director as to whether there is probable cause to support the charges. If a charge is supported, then a disciplinary hearing will be held. If there is no report of probable cause, the report and any other documentation will not become a part of the employee's personnel file.

**Section 32.5 Contract Printing** Management agrees to provide each Union Member with a copy of the collective bargaining agreement.

**Section 32.6 Participation in County Risk Management And Benefits Committees** One (1) representative selected by the Bargaining Unit will be assigned to attend County Risk Management meetings. One (1) representative selected by the Bargaining Unit will be assigned to attend County Benefits Committee meetings. Employees attending these meetings will be paid their regular rate of pay for the time involved.

**Section 32.7 Religious Holidays** The Employer will assist employees to observe religious holidays which have not been granted by this contract in a fair manner. The work schedule will be adjusted to accommodate the religious holiday so that the total number of revised hours shall not exceed the hours of the regular work schedule. The employee may also choose to use his/her Universal Leave for observance of holidays.

**Section 32.8 Retirement Coverage** All employees will be covered under the Public Employees Retirement System and appropriate section of Ohio Revised Code related to the system.  
Benefits include eligibility for retirement shall be according to the Ohio Revised Code.

**Section 32.9 Leave Status and Attendance** Any employee on Disability Leave, Administrative Leave or Extended Sick Leave as a result of illness or injury will not be allowed on program grounds until released by the physician to return to work. An employee in this status may attend meetings at the Administration Office upon request only.

**Section 32.10 Meals** The Employer will provide meals, snacks and beverages to all employees per the published daily menu established by the dietician.

**ARTICLE 33 WAGES**

- A. Beginning the pay period that includes July 1, 2010, the base rate for new employees shall be \$9.00. Wages of current employees in the bargaining unit will increase by two and a half percent (2.5%) of actuals.
- B. Beginning the pay period that includes July 1, 2011, wages of current employees in the bargaining unit will increase by two and a half percent (2.5%) of actuals.
- C. Beginning the pay period that includes July 1, 2012, wages of current employees in the bargaining unit will increase by two and a half percent (2.5%) of actuals.

**ARTICLE 34 SHIFT DIFFERENTIAL**

A shift differential of \$.25 per hour beginning July 1, 1998, shall be paid for all hours worked on the second and third shift operations. The shift differential to be paid is determined by the shift on which the employee performs the majority of his/her work hours. Shift differential shall not be included as part of the calculation of pay for any paid time off. Shift premium shall not be added (pyramid) to any other premium pay status, e.g. overtime.

**ARTICLE 35 TENURE BONUS**

Employees shall receive tenure bonus according to the following scale:

\$.30/hour 10-14 years	\$.40/hour 20-24 years
\$.35/hour 15-19 years	\$.45/hour 25 years +

**ARTICLE 36 INSURANCE COVERAGE**

**Section 36.1 Hospitalization and Major Medical/Dental & Prescription** The Board will provide full-time employees with hospitalization and major medical coverage in accordance with the Board health plan. The Board will provide dental coverage with the Board paying the rate established by the Board health plan. Prescription drugs are covered under the major medical

program, or through a mail-in program. This coverage will apply to all bargaining unit members and their dependents for employees who enroll in the health insurance plan. Employees who desire to enroll in the dental plan must contribute the amount established by the Board health plan.

The Board will provide to eligible employees and dependents hospitalization and major medical coverage in accordance with the Board health plan.

The Board will provide voluntary dental coverage on the basis of the Board paying eighty percent (80%) of the single dental rate. Employees who wish family coverage will pay the difference between the Board contribution and the family rate.

**Section 36.2 Changes to Coverage/Rates** If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the Board, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier at the same or similar level of benefits with the appropriate premium rates subject to the premium rate applied herein.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes would be referred to the insurance committee.

**Section 36.3 Rate Increases** The Union understands and agrees that any increases in the premium rates for health insurance premiums shall be a factor considered in the total economic proposals, including wages for negotiations in 2013. Any premium increases which may be implemented during the period of this Agreement shall also remain subject to the wages in 2013.

**Section 36.4 Appeals** Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the Board benefits program and may not be submitted through the grievance procedure.

**Section 36.5 Life Insurance** The Clark County Board of DD will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage in the total amount of \$20,000 (\$10,000.00 Life and \$10,000.00 AD&D). Such term insurance shall be convertible to individual policies at the time an employee retires or terminates his/her employment with the Board.

**Section 36.6 Employee Assistance Program** An Employee Assistance Program for eligible employees and dependents will be available.

**Section 36.7 Deferred Compensation Program** The Board will provide two (2) Deferred Compensation Programs for all eligible employees.

**Section 36.8 Community Blood Bank** The Board will provide membership in the Community Blood Bank.

**Section 36.9 Disability Program** The Employer will continue to provide at the employee's cost a short-term Disability Program through payroll deduction.

**Section 36.10 Eligibility for Benefits** All full-time permanent employees are eligible for the above-listed benefits. All part-time permanent (over 64 hours per bi-weekly) employees are eligible for the benefit package. All other employees are not covered.

## **ARTICLE 37 SAFETY**

**Section 37.1 General Duty** Occupational health and safety are the mutual concern of the Employer, the Union and the employees. The Union will cooperate with the Employer in encouraging employees to observe applicable rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor.

**Section 37.2 Employer Responsibilities** It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for their employees. The supervisor must correct unsafe conditions. Management must see that all safety rules and good working methods are used by its employees.

**Section 37.3 Employee Duties/Responsibilities** It is the duty of all employees to wear assigned safety gear and to use appropriate safety equipment and to follow all safety rules and safe working methods. Employees are responsible for the proper use and care of the equipment, tools and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

**Section 37.4 First Aid** Management will provide and maintain at least one fully stocked first aid kit on each floor at each location in a well-marked area.

**Section 37.5 Safety Committee** There shall be established a safety committee. The Committee shall hear safety complaints, make recommendations for the prevention of accidents, and may review accident reports. The safety committee shall consist of four (4) members, two (2) each representing management and union. The safety committee may review issues regarding vehicles, equipment, resident behavior and special staffing needs as these matters directly relate to safety issues.

**ARTICLE 38            PROFESSIONAL LIABILITY INSURANCE**

**Section 38.1   Employer Obligations**    The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The Employer is thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties.

**Section 38.2   Liability Insurance**    Although both parties recognize that the Employer is not obligated to carry professional liability insurance, the Employer agrees to provide the Union a copy of the current policies for professional liability insurance upon the written request of the Union.

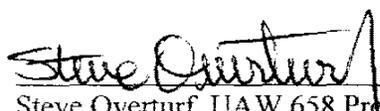
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**EXECUTION**

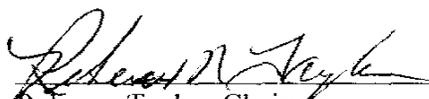
This Agreement, signed this 11<sup>th</sup> of June 2010, will be in full force effective from March 12, 2010, through March 11, 2013.

**FOR THE UNION – UAW** (International Union, United Automobile, Aerospace, & Agricultural Implement Workers of America)

  
\_\_\_\_\_  
Tod Turner, UAW Staff

  
\_\_\_\_\_  
Steve Overturf, UAW 658 Pres.

**UAW Negotiating Committee:**

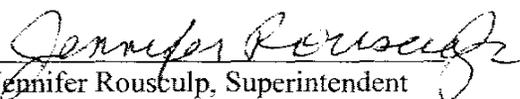
  
\_\_\_\_\_  
Rebecca Taylor, Chairperson

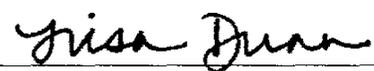
  
\_\_\_\_\_  
Chris Shirk

  
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Dianna Tapogna

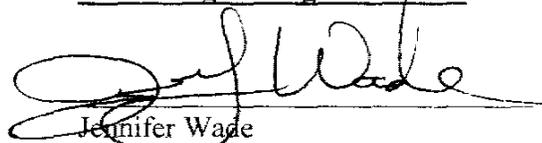
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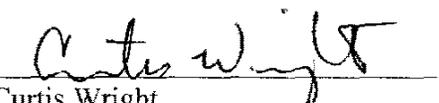
**FOR MGMT – BOARD OF DD** (Clark County Board of Developmental Disabilities)

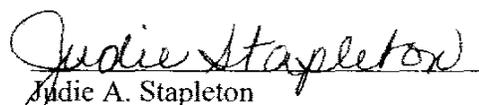
  
\_\_\_\_\_  
Jennifer Rousculp, Superintendent

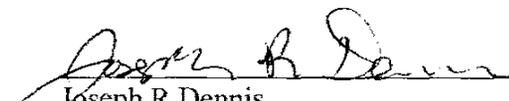
  
\_\_\_\_\_  
Lisa Dunn, Acting Board President

**Board Negotiating Committee:**

  
\_\_\_\_\_  
Jennifer Wade

  
\_\_\_\_\_  
Curtis Wright

  
\_\_\_\_\_  
Judie A. Stapleton

  
\_\_\_\_\_  
Joseph R. Dennis

**Board Legal Counsel:**

  
\_\_\_\_\_  
Cheri B. Hass, Attorney at Law  
**DOWNES FISHEL HASS KIM, L.L.P.**

# MEMORANDUM OF UNDERSTANDING (MOU) UAW LOCAL 658 AND CLARK COUNTY BOARD OF DD

Union and Management mutually agreed that if and when the need for delegated nursing is determined, a subcommittee including a delegating nurse and the labor management committee will meet to establish a procedure for delegation.

UAW Labor Management Committee:

Rebecca Taylor 6-30-10  
Rebecca Taylor, Chairperson

Chris Shirk 6/30/10  
Chris Shirk

Dianna Tapogna 6/30/10  
Dianna Tapogna

Board Labor Management Committee:

Curtis Wright 6/30/10  
Curtis Wright

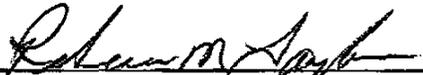
Joseph R. Dennis 6-30-10  
Joseph R. Dennis

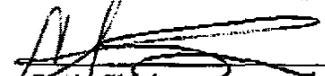
Judie Stapleton 6/30/10  
Judie Stapleton

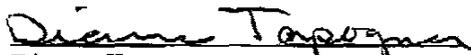
**MEMORANDUM OF UNDERSTANDING (MOU)  
UAW LOCAL 658 AND CLARK COUNTY BOARD OF DD**

1. Union and Management mutually agree to add 3 attendance points to all current employees' attendance tracking totals. No employee's total can exceed +9 points.
2. Any employees hired on or before 7/1/10 are able to be granted initial bank of UL as was followed in 2004-2007 contract.
3. Employees hired on or before 7/1/10 paid at a rate of \$8.75/hour will move to \$9.18/hour as of 7/1/10.

**UAW Labor Management Committee:**

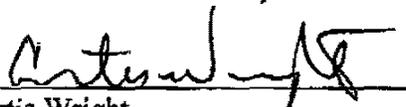
  
Rebecca Taylor, Chairperson

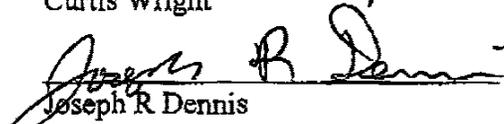
  
Chris Shirk

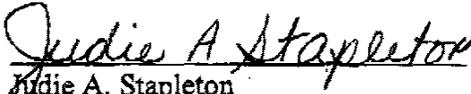
  
Dianna Tapogna

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**Board Labor Management Committee:**

  
Curtis Wright

  
Joseph R Dennis

  
Judie A. Stapleton

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