



01-29-13  
12-MED-06-0622  
1224-01  
K29327

**AGREEMENT BETWEEN**

**JEFFERSON COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES**

**AND**

**SEIU DISTRICT 1199 WV/KY/OH  
THE HEALTH CARE AND SOCIAL  
SERVICE UNION**

**Case Number 12-MED-00-0022**

**Effective September 1, 2012  
Through August 31, 2015**

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Intent And Purpose .....	1
Article 2 Union Recognition.....	1
Article 3 Management Rights .....	2
Article 4 Dues Deductions .....	2
Article 5 Discipline .....	4
Article 6 Grievance Procedure.....	6
Step 4, Arbitration.....	8
Article 7 Sick Leave/Absenteeism.....	10
Article 8 Vacation Leave .....	13
Article 9 Holidays .....	15
Article 10 Leaves Of Absence .....	16
A. Family and Medical Leave.....	16
B. Unpaid Personal Leave.....	16
C. Educational Leave.....	16
D. Unpaid Disability Leave.....	16
E. Funeral Leave .....	17
F. Jury and Witness Service Leave .....	18
G. Military Leave.....	18
H. Union Leave.....	18
I. Assault Leave.....	18
J. Management Leave .....	20
Article 11 Severance Pay .....	20
Article 12 Hours Of Work .....	21
A. Scope .....	21
B. Normal Work Day.....	21
C. Normal Work Pattern .....	21
D. Scheduling.....	21
E. Absenteeism .....	22
F. Necessary Overtime .....	22
G. Request for Paid Time Off.....	23
Article 13 Overtime And Allowed Time .....	23
E. Compensatory Time .....	25
Article 14 Employee Licensing, Certification, and Registration .....	25
Article 15 Severability .....	26
Article 16 Probationary Periods.....	26
Article 17 Layoff And Recall.....	28
Article 18 Non-Discrimination .....	29
Article 19 Union Representation .....	29
F. Bulletin Boards.....	31
Article 20 Safety And Health.....	32
C. On-the-Job Injuries and Accidents .....	32
Article 21 Labor/Management Committee .....	34

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 22 Personal Days.....	34
Article 23 Insurance .....	35
Article 24 Seniority .....	36
Article 25 Vacancies, Promotions, And Job Bidding .....	37
Article 26 No Strike/No Lockout.....	38
Article 27 Drug Free Work Place .....	39
Article 28 Salary Schedule.....	41
Article 29 Committee On Political Education (C.O.P.E.) .....	43
Article 30 Duration .....	44
Signature Page .....	46

**ARTICLE 1  
INTENT AND PURPOSE**

- A. This agreement is between the Jefferson County Board of Developmental Disabilities (who for the purpose of this agreement shall be referred to as “Management” or “Employer”) and SEIU District 1199 WV/KY/OH, The Health Care and Social Service Union, (hereinafter referred to as the “Union”).
- B. The intent and purpose of Management and the Union in entering into this agreement is to set forth their agreement on wages, hours of work, and other conditions of employment, so as to promote orderly and peaceful relations with employees. Achieving uninterrupted operations of the Jefferson County Board of Developmental Disabilities will serve the best interest of the citizens of Jefferson County.
- C. This agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this agreement.
- D. This agreement supersedes all other agreements, clauses, practices, and memorandums between Management and the Union.

**ARTICLE 2  
UNION RECOGNITION**

- A. The Employer hereby recognizes SEIU District 1199 WV/KY/OH, The Health Care and Social Service Union, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit.

The bargaining unit for which this recognition is accorded is defined in the certification issued by the State Employment Relations Board on June 10, 1993, Case Number: 92-REP-11-0268, as defined below:

**Included:** All full-time and part-time employees of the Employer at the Shaffer Plaza Group Homes, including LPNs, Residential Aides, and Housekeeping employees.

**Excluded:** All other employees, professionals, guards, and supervisors as defined in the Act, and seasonal and casual employees, including but not limited to House Managers, QMRPs, and Clerk/Typist.

**ARTICLE 3  
MANAGEMENT RIGHTS**

A. Retention Of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract or contract out work not normally performed by bargaining unit members; close down, or relocate, the Board's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Board; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Board; to issue, amend, and revise reasonable policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Board and to direct the Board's employees. The Board's failure to exercise any right, prerogative, or function hereby reserved to it, or the Board's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Board's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

**ARTICLE 4  
DUES DEDUCTIONS**

- A. The Employer agrees to deduct Union membership dues in accordance with this article for all employees who have completed sixty (60) days employment with the Employer, upon receipt from the employee or the Union of an authorization card signed by the employee voluntarily for that purpose.
- B. The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments once each month from the pay of any employee. Upon receipt of the proper authorization form, the Employer will deduct the Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. If the Union changes the overall dues schedule, the Employer shall be given at least sixty (60) days notification prior to the new dues schedule being implemented.

- C. The Employer shall be relieved from making such individual checkoff deductions upon:
1. termination of employment;
  2. transfer or promotion to a job other than one covered by the bargaining unit;
  3. layoff from work;
  4. an agreed leave of absence; or
  5. revocation of the checkoff authorization in accordance with its terms and with applicable law.
- D. It is specifically agreed by the Employer and the Union that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by anyone arising from the deductions made by the Employer. Once Union dues are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.
- E. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- F. It is specifically agreed that neither the employees nor the Union shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.
- G. Each employee covered by this agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.
1. All employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain members in the Union, shall during such period of non-membership be required as a condition of employment to pay to the Union a fair share fee for the costs the exclusive representative incurs in representation of all the bargaining unit members.
  2. The Union will comply with all state and federal regulations as they govern notification, justification, and collection of fair share fees.
  3. The Union will be bound by the time constraints in Article 4 (B) above in notifying the employees of the fair share fee.

4. Bargaining unit members will be notified by the Union of its internal appeal and rebate procedures that comply with Section 4117.09 (C) of the Ohio Revised Code.

## **ARTICLE 5 DISCIPLINE**

- A. This article applies only to employees who have completed their initial probationary periods.
- B. The Board retains the right to adopt rules and regulations for the efficient operation of its facilities and the conduct of its employees. It is agreed that the Board has the right to discipline and discharge for just cause.

- C. Purpose

The Employer agrees that a member of the bargaining unit shall not be peremptorily discharged after the effective date of this agreement, but that in all instances in which the Employer may conclude that a bargaining unit member's conduct may justify suspension or discharge, the bargaining unit member shall first be suspended. Such initial suspension shall be for not more than five (5) working days. No discipline shall be taken against any employee except for just cause. The Board shall normally follow the principles of progressive discipline; however, the discipline may be administered out of progression so the penalty fits the infraction or act.

- D. Disciplinary Procedures

1. The Employer will not impose discipline in the presence of other employees, residents, or the public, except in extraordinary situations which pose a serious immediate threat to health, safety, or well being of others.
2. Bargaining unit members are entitled to have a Union representative present during any disciplinary conference, including verbal or written reprimands. The request for a Union representative will not unduly delay the conference.
3. A bargaining unit employee, and with his/her permission, a Union representative, shall be informed of the reason(s) that requires a discipline meeting prior to the meeting. The bargaining unit member and his/her Union representative shall be given a statement in writing promptly, but not later than twenty-four (24) hours from the time of the suspension, as to the reason(s) for the suspension. The Employer shall make an effort to communicate the reason(s) to the bargaining unit member and his/her representative prior to the start of the suspension.
4. Complaints concerning suspensions of four (4) working days or less shall not require a hearing before the Superintendent of the Jefferson County Board of DD, but instead shall be initiated in the second step of the grievance procedure with the Residential Director of Shaffer Plaza.

5. If the initial suspension is for five (5) working days, the bargaining unit member may, during this period of initial suspension, if he/she believes he/she has been unjustly dealt with, request a hearing before the Superintendent of the Jefferson County Board of DD and such management representatives present that the Superintendent may choose and such Union representatives present as the Union may choose.

a. Such hearing shall be held within the five (5) working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.

1. In the event the hearing is not held or requested within the five (5) working days referred to above, the Employer shall issue his decision on the case within five (5) working days and the effected bargaining unit member may thereafter present a grievance at any time within five (5) working days from the filing of the Employer's decision with the bargaining unit member and the Union; such grievance shall be introduced at the third step of the grievance procedure.

b. At the suspension hearing, the facts concerning the case shall be made available to both parties.

c. After such hearing, the Employer shall conclude within five (5) working days whether to convert the suspension into discharge or extend, reduce, sustain, or revoke the suspension. If the suspension is revoked, the bargaining unit member shall be returned to work and shall receive full compensation at his/her regular rate of pay for the time lost. If the suspension is sustained, extended, or converted into discharge, the bargaining unit member may, at any time within ten (10) working days from the filing of the Employer's decision, allege and present a grievance to be introduced at the third step of the grievance procedure.

d. Any disciplinary action will be imposed after an investigation within a reasonable time period following the Employer's knowledge of the incident. Said investigation/disciplinary action shall be subject to the availability of the affected individual.

e. When it is determined that an employee's conduct could result in disciplinary action, the employee shall be notified.

E. Disciplinary action shall cease to have force and effect providing no intervening disciplinary action has occurred based on the following schedule:

Verbal Warning	6 months
Written Warning	12 months
Suspension	36 months

- F. Verbal warnings may be appealed to the Human Resource Director.
- G. A probationary bargaining unit member does not have recourse to the grievance procedure for his/her removal during his/her probationary period on initial employment.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.
- B. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any bargaining unit member may withdraw a grievance at any point by submitting a statement to that effect, or by permitting the time limits at each step to lapse without further appeal. Any grievance which is not processed by the aggrieved bargaining unit member within the time limits prescribed by this article shall be considered resolved based upon the last answer given by Management. Any grievance not answered by Management within the stipulated time limits shall be considered to be advanced by the bargaining unit member to the next succeeding step of the grievance procedure. All time limits listed herein may be extended upon mutual written consent by Management and the Union.
- C. All grievances shall contain the following information to be considered and must be filed using the grievance form provided by the Union:
  - 1. the grievant's name and signature;
  - 2. the grievant's classification;
  - 3. the date the grievance was first discussed and the name of the supervisor with whom the discussion was held;
  - 4. the date the grievance was filed in written form;
  - 5. the date the alleged violation occurred;
  - 6. the location where the alleged violation or grievance occurred;
  - 7. a statement of the grievance providing a description of the incident(s) giving rise to the grievance;
  - 8. the specific articles and/or sections of the agreement alleged to have been violated;  
and

9. the remedy sought.

- D. A grievance may be brought by any bargaining unit member, the Union, or Management, covered by this agreement. Where a group of bargaining unit members desire to file a grievance involving an incident affecting several employees in the same manner, one (1) bargaining unit member shall be selected by the Union to process the grievance. Each bargaining unit member who desires to be included in such grievance shall be listed on the grievance. The grievance shall be filed in the step where it originates.
- E. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed; however, there can be no grievance adjustments without the approval of the exclusive representative in accordance with ORC 4117.03 (A) (5).

#### Step 1

A bargaining unit member having a grievance is encouraged to first attempt to resolve it informally with his/her immediate supervisor at the time the incident giving rise to the grievance occurs, or as soon thereafter as is convenient. The bargaining unit member may have representation present at this informal discussion.

In order for the alleged grievance to receive further consideration, if the bargaining unit member is unsatisfied with the immediate supervisor's answer, the grievant, or delegate, must bring the alleged grievance in writing to the attention of the bargaining unit member's immediate supervisor (houseparent) within seven (7) management work days of the occurrence of when the grievant became aware of the incident that gave rise to the grievance. The immediate supervisor shall investigate the matter and provide an answer within seven (7) management work days following the date on which the immediate supervisor received the grievance.

#### Step 2

If the grievance is not resolved at Step 1, the bargaining unit member, with the appropriate Union representative, may refer the grievance to the Residential Manager within seven (7) management work days after receiving the Step 1 reply. The Residential Director shall have seven (7) management work days in which to schedule a meeting with the aggrieved bargaining unit member and his appropriate Union representative. The Residential Director will investigate the matter and respond to the grievant within seven (7) management work days following the meeting.

#### Step 3

If the grievance is not resolved at Step 2, the bargaining unit member, with the appropriate Union representative, may refer the grievance to the Superintendent within fourteen (14) management work days after receiving the Step 2 reply. The Superintendent shall have fourteen (14) management work days in which to schedule a meeting with the aggrieved

bargaining unit member and his appropriate Union representative. The Superintendent will investigate the matter and respond to the grievant within fourteen (14) management work days following the meeting.

#### Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step 3, the bargaining unit member, with his appropriate Union representative, if he chooses, may make a written request that the grievance be submitted to final and binding arbitration. A request for arbitration must be submitted within twenty (20) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance(s) is not referred to arbitration within the time limits prescribed herein, the grievance shall be considered resolved based upon the Step 3 reply of the Superintendent.

During the term of this agreement, should a request for arbitration be filed in accordance with Step 4 of Article 6, the Employer and the Union may mutually agree to attempt to resolve the issue through mediation. The Employer and the Union may mutually agree to extend any and all time lines during mediation.

Either party may request a mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

Any discussions held during the mediation process shall be considered as confidential and in accordance with those procedures followed under ORC 4117-9-04 and 4117-3-01.

1. Upon receipt of a request for arbitration from the Union, the Employer or his designated representative and the representative of the Union or the bargaining unit member shall, within twenty (20) calendar days following the request for arbitration, jointly file a request with the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators. The Employer and the Union may mutually agree to a request for a new list. The Union will strike the first name from the list and then the parties will employ the alternate strike method.
2. The arbitrator will have no power or authority to make any decisions:
  - a. adding to, subtracting from, modifying, changing, or amending in any way the terms and provisions of this agreement, or any written agreements between the parties;
  - b. limiting or interfering in any way with the powers, duties, or responsibilities of the Superintendent under applicable laws not already limited by this agreement; or
  - c. concerning the establishment of wage rates not negotiated as part of this agreement.

3. The total costs of the arbitration, including a copy of the record of the proceedings if required by the arbitrator, shall be paid by the losing party; however, if the losing party cannot be determined, the arbitrator shall apportion the costs to be paid by the Board and the Union, and shall set down this apportionment as part of the decision.
  - a. Each party shall be responsible for the cost incurred by it in preparing and presenting its case to the arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
  - b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the arbitrator.
4. The arbitrator shall render a decision in writing within thirty (30) days from the close of the hearing. The decision shall be binding on the Union and its members and the Superintendent and the Board.
5. If the arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the Board's payroll, the amount so awarded shall be less than any unemployment compensation. There shall be no assumption that the bargaining unit member would have worked overtime during the period of separation from the Board's payroll.

6. General

At all steps in the grievance procedure, the Union's representative shall disclose to the Superintendent's representative a full and detailed statement of facts relied upon, the remedy sought, and the provisions of this agreement relied upon. In the same manner, the Superintendent's representative shall do likewise. Any matter not presented in prior steps of the grievance procedure will not be presented in arbitration, unless both parties are made aware of the new facts prior to the arbitration hearing.

- F. Any grievance that originates from a level above the first step of this procedure may be submitted directly to the step or level from which it originates.
- G. There will be no grievance settlements contrary to the provisions of this agreement.
- H. Probationary removals are not subject to the grievance procedure of this agreement.

**ARTICLE 7**  
**SICK LEAVE/ABSENTEEISM**

- A. Full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status. Part-time employees shall accrue sick leave on a proportionate basis, based on hours paid per pay period. "Active pay status" may be defined as hours worked and paid leave, such as vacation, holiday pay, and sick leave. Sick leave accrual shall not exceed one hundred and twenty (120) hours per year.
- B. Previously accumulated sick leave of an employee who has been separated from public service in an Ohio public agency shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated for public service in Ohio.
- C. Bargaining unit members shall be allowed an unlimited sick leave accumulation.
- D. Bargaining unit members shall be paid sick leave at the bargaining unit member's regular straight time hourly rate of pay. Bargaining unit members applying for sick leave shall take said leave in increments of no less than one (1) hour. An employee reporting off and requesting sick leave shall contact his/her supervisor no later than two (2) hours prior to the start of his/her scheduled work shift. The current call off procedure shall be utilized.
- E. Sick leave to be used by bargaining unit members must be submitted on the proper form stating one (1) of the reasons listed in E-1 through E-5 for the leave. Bargaining unit members on sick leave for more than three (3) consecutive days must present a physician's statement indicating the date the bargaining unit member may return to active employment. When an employee is returning to work after an illness that might be transmitted to others or an injury or illness that might affect their ability to fully perform their job functions, they shall provide a doctor's release so stating their fitness to return to active employment. The Employer maintains the right to investigate an employee's absence, should conditions warrant, excluding a one (1) day absence unless a pattern is established.
  - 1. Illness or injury to the bargaining unit member or his immediate family.
  - 2. Death of a member of the bargaining unit member's immediate family.
  - 3. Exposure of an employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
  - 4. Medical, dental, or optical examination or treatment of the bargaining unit member or his immediate family and which cannot be scheduled during non-working hours.
  - 5. Pregnancy and/or childbirth and other conditions relating thereto.

If a bargaining unit employee has a medical condition that requires elective or non-threatening surgery, the employee shall inform the Employer as soon as he/she is aware of the time frames for the surgery. The employee shall meet with the Employer to discuss the best time staffing-wise to schedule such surgery. At no point will the staffing needs of the Employer cause the denial of paid sick leave when the employee's medical provider indicates that the surgery is necessary within the time frames. Should the employee fail to meet and discuss the request, such action may result in the denial of paid sick leave.

F. For the purposes of Paragraph E above, the bargaining unit member's immediate family shall be defined as the bargaining unit member's:

- |                 |                              |
|-----------------|------------------------------|
| 1. spouse;      | 9. brother-in-law;           |
| 2. child;       | 10. sister-in-law;           |
| 3. stepchild;   | 11. father-in-law;           |
| 4. grandchild;  | 12. mother-in-law;           |
| 5. parent;      | 13. son-in-law;              |
| 6. grandparent; | 14. daughter-in-law; and     |
| 7. brother;     | 15. person who stands in the |
| 8. sister;      | place of a parent.           |

G. Falsification of a physician's statement, abuse of sick leave, or failure to comply with the provisions of this article may result in disciplinary action up to and including termination.

H. Bargaining unit members injured on the job are encouraged to file workers' compensation claims rather than using their sick leave. Bargaining unit members who receive workers' compensation for a period for which they were using sick leave must reimburse the Board for the sick leave drawn, and will have their sick leave re-credited.

I. All employees are expected to report to work on a regular and consistent basis. In the event a full-time employee's balance of accrued but unused sick leave falls below one hundred seventy-five (175) hours, and/or a part-time employee's accrued but unused balance falls below one hundred fifty (150) hours, the following shall apply:

1. An employee receives eight (8) points on the first pay period of the month for perfect attendance during the preceding month; maximum accrual is plus one hundred (100) points.
2. For each absence due to illness or injury to themselves or their immediate family, the employee receives minus one (1) point for each hour of leave that is utilized, or a minus eight (8) points for a full day's absence. One (1) to four (4) days of consecutive absence for the same illness or injury will be counted as "one (1) occurrence," and a deduction of only eight (8) points will occur. Absences of more than four (4) consecutive work days shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave is applied for and approved.

3. Points will not be deducted for vacation leave, funeral leave, personal days, jury duty, compensatory leave, workers' compensation leave, or FMLA leave.
4. Employees past their probationary leave may use an allocated twelve (12) hours of sick time (twelve [12] month employees) for medical appointments during the course of a calendar year. These hours will have no points attached provided they are documented with a slip from a medical practitioner.
5. Penalties: Each time an employee attains any of the totals listed below, the discipline indicated will be administered:

Minus forty (40) points total	Instruction and cautioning
Minus fifty (50) points total	Written reprimand
Minus seventy (70) points total	Three (3) day suspension
Minus eighty (80) points total	Five (5) day suspension
Minus one hundred (100) points total	Removal

6. Two (2) penalties of the same type within any rolling year period automatically progresses to at least the next step on the third (3rd) occurrence.
7. Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has minus forty-five (45) points on June 15th, and then utilizes eight (8) hours of sick leave on June 16th, the employee will be considered to have minus fifty-three (53) points, and will be subject to a penalty of a written reprimand.
8. Part-time employees will accrue both positive and negative points on a prorated basis with the maximum proportionate to the scheduled work hours.
9. Employees will accrue points only during the pay periods actually worked. Employees who are on an approved no-paid leave of absence will not accrue positive or negative points.

J. All regular full and part-time employees are eligible to participate and earn benefits by meeting the established levels of excellent attendance during the incentive period of one (1) calendar year.

K. Standards Of Attendance And Benefits

1. Full-Time Employees will be given the opportunity to sell back to the Board accrued vacation, provided they have the time available and make such a request to have the time deducted.

Sick Time Used

Benefit: Paid Vacation Time

Sixteen (16) hours or less

Forty (40) hours

Twenty-seven (27) hours or less

Twenty-four (24) hours

Thirty-two (32) hours or less

Sixteen (16) hours

**ARTICLE 8  
VACATION LEAVE**

- A. Full-time twelve (12) month employees of the Jefferson County Board of DD shall be eligible for paid vacation leave according to the following eligibility guidelines:

Agency Service

Vacation

1 year through 7 years

80 hours

8 years through 14 years

120 hours

15 years through 24 years

160 hours

Over 24 years

200 hours

Such vacation leave shall be accrued by employees at the following rates:

Annual Vacation Entitled To

Credited/Earned Per Pay Period

80 hours

3.1 hours

120 hours

4.6 hours

160 hours

6.2 hours

200 hours

7.7 hours

- B. No employee shall be entitled to vacation leave under any circumstances until he/she has completed at least one (1) year of service with the Jefferson County Board of DD.
- C. Employees shall forfeit their right to take any vacation leave to their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.
- D. All full-week vacation time must be pre-scheduled each year starting in the month of October for the following calendar year. Each full-time employee will initially be eligible to pre-schedule vacation beginning with the most senior bargaining unit employee. All requests shall be honored on the basis of bargaining unit seniority and in accordance with the applicable provisions of this article. Nothing contained herein shall be interpreted as requiring an employee to take vacation leave in a week increment(s).

During the first week of October, full-time bargaining unit employees shall be notified at least three (3) calendar days prior to their time to schedule their vacation(s).

The bargaining unit employee shall meet with the Residential Director to schedule his/her individual full week(s) vacation leave(s) after such three (3) day notification.

The senior employee will be the first to be scheduled, with the process repeated based on seniority. At this meeting the Residential Director shall approve the leave(s) requested, if the time is available in the vacation book. All approved vacation shall be noted on a master calendar by the Residential Director as they are approved. The master calendar will be used to assist other employees in having the ability to see which calendar weeks have been approved for other bargaining unit members.

For all leaves which are requested which are not clearly available, the Employer shall respond to the employee on a leave approval/denial form, including a reason for any denial, within five (5) management work days.

Any employee who does not pre-schedule his full week vacation time pursuant to this section shall be scheduled on a first come, first served basis.

The Employer, based upon operational needs, shall determine the number of employees who may be approved for vacation leave at any one time. Except in situations regarding work load requirements and/or staffing levels, up to four (4) bargaining unit employees, with no more than two (2) bargaining unit employees from a house, will be granted vacation leave at any given time.

During the calendar year, any non pre-scheduled vacation time in days or parts of days may be requested with at least two (2) weeks notice for any available remaining time slots on the basis of seniority. Requests for vacation time with less than the required two (2) week notification may be honored by the Employer on a first-requested basis. The Employer will attempt to honor all possible requests.

- E. Any time an employee does not receive a full pay check (eighty [80] hours), his/her vacation earned for that period will be adjusted based upon the number of hours paid in that pay period. Vacation may be used as it is earned after the first year of continuous service if the bargaining unit member obtains the appropriate permission of his/her supervisor or the Superintendent of the Jefferson County Board of DD.
- F. Vacation leave shall be granted in minimum units of one (1) hour.
- G. Upon separation from service, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) years. In case of the death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.

**ARTICLE 9  
HOLIDAYS**

- A. The following days shall be observed by the Jefferson County Board of DD as scheduled holidays for members of the bargaining unit:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-fifth day in December
Employee's Birthday	To be taken in the calendar month of the actual birth date, subject to subsection "E" below

- B. The holiday is a twenty-four (24) hour period which begins with the shift starting closest to twelve o'clock midnight at the start of the holiday. Bargaining unit members scheduled off on one (1) of the holidays listed in "A" above shall receive eight (8) hours of their regular rate of pay, provided they have worked their last scheduled work day before the holiday and the first scheduled work day after the holiday.
- C. A new bargaining unit member must have no less than sixty (60) days of work since his/her last hire in order to be eligible for the benefits of this article.
- D. When a bargaining unit member is required to work on a holiday, he/she shall receive his/her eight (8) hours pay for the holiday plus time and one-half (1 1/2) for all hours worked during the holiday. Bargaining unit members scheduled to work on a holiday and who do not work will not be paid the eight (8) hours.
- E. Requests for holidays scheduled off must be submitted in writing to the immediate supervisor at least two (2) weeks prior to the schedule being posted that contains the holiday being requested off.
- F. A bargaining unit member may substitute another religious holiday of his/her choice for Christmas provided paragraphs "B" through "E" are adhered to by the bargaining unit member.

**ARTICLE 10**  
**LEAVES OF ABSENCE**

A. Family and Medical Leave (Unpaid Sick Leave)

The Employer will abide by the Federal Statute on Family Medical Leave, with the following exceptions:

1. Employees shall have all of their sick leave and fifty percent (50%) of all other paid leave, excluding compensatory time, charged against their twelve (12) weeks of unpaid leave with the Superintendent's approval; however, they may take all their accrued leave by following proper notification procedures.
2. The Employer will pay for a second opinion when requested, and when a third opinion is requested because of a disagreement between the employee's physician and the second opinion, the cost of the third doctor will be split.

B. Unpaid Personal Leave

Bargaining unit members may request an unpaid personal leave of absence from the Board for personal reasons, including educational pursuits that are not in the course of and/or required as part of the job. The decision whether to grant the leave is left to the Superintendent's discretion. Personal leave may be granted for up to six (6) months for any personal reasons of the bargaining unit member which are deemed sufficient grounds for leave by the Superintendent.

C. Educational Leave

Educational leave without pay may be granted for up to one (1) year for undergraduate studies or nine (9) months for graduate studies which would benefit the bargaining unit member's performance of his/her job duties with the Board. Upon completion of the leave of absence, the bargaining unit member will be returned to his/her former position or a similar position within the same classification. The bargaining unit member shall not be entitled to any benefits of this contract, other than the accrual of seniority.

D. Unpaid Disability Leave

1. A bargaining unit member may be granted a leave of absence without pay for up to one (1) year for illness, disability, or after having exhausted his/her earned leave, and other emergencies or valid reasons. Under no circumstances will any leave of absence be granted for the purpose of working elsewhere including self-employment. Prior to returning to active employment from any unpaid disability leave, the employee will have to bring the Board a statement certifying that the bargaining unit member is able to return to work.

2. The Superintendent shall decide in each individual case if a leave of absence is to be granted, within the limitations of this agreement. Such leave shall be requested on a standard form designated by the Superintendent.
3. A bargaining unit member on an unpaid disability leave does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. A bargaining unit member on an unpaid disability leave must pay the premium cost for health insurance for him/herself (and dependent coverage, if applicable) after the first twelve (12) weeks in order to keep the coverage in effect during the leave. The bargaining unit member shall be responsible for the insurance premium after subsequent leaves.
4. A bargaining unit member on such leave will be guaranteed his/her position with the Board for up to one (1) year. If said bargaining unit member does not return to work within the one (1) year period, his/her employment with the Board shall be terminated unless the employee has retired on a PERS disability retirement.

E. Funeral Leave

Bargaining unit members shall be entitled to a maximum of five (5) days of funeral leave charged against their accumulated sick leave, one (1) of which must be the day of the funeral which the bargaining unit member attends, for the death in the immediate family. Immediate family is defined as only the following individuals who are related to the bargaining unit member, not the bargaining unit member's spouse.

- |                 |  |
|-----------------|--|
| 1. spouse;      | 9. brother-in-law;   |
| 2. child;       | 10. sister-in-law;   |
| 3. stepchild;   | 11. father-in-law;   |
| 4. grandchild;  | 12. mother-in-law;   |
| 5. parent;      | 13. son-in-law;  |
| 6. grandparent; | 14. daughter-in-law;   |
| 7. brother;     | 15. person who stands in the place of parent.  |
| 8. sister;      | 16. Bargaining unit employees may use up to eight (8) hours of paid sick leave to attend the funeral of their aunt or uncle. Bargaining unit employees may use up to sixteen (16) hours of paid sick leave if required to travel at least one hundred and fifty (150) miles one way. The Employer may require verification of the relationship should an abuse be suspected. |

Any days approved other than the five (5) days above shall also be charged against the bargaining unit member's accumulated sick time when approved by the Superintendent.

F. Jury and Witness Service Leave

1. A bargaining unit member who is called for jury or subpoenaed as a witness (except for cases in which the bargaining unit member has a personal interest or such witness service is a non-work related civil case) shall be excused from work for the days on which he/she is to serve.
2. Such bargaining unit member shall receive, for each day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such service and his/her regular rate of pay. Such pay will be based on the number of days such bargaining unit member would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight (8) times his/her average straight time hourly rate of earnings during the last payroll period worked prior to such service.
3. The bargaining unit member will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

G. Military Leave

All full-time bargaining unit members who enlist in the United States Armed Forces shall be granted a military leave of absence in accordance with Ohio Revised Code Section 5923.05.

H. Union Leave

The Board agrees that bargaining unit members who attend conventions or other authorized Union activities may be granted a leave without pay for the purpose of participating in such conventions or other authorized Union activities. Such leave shall be limited to three (3) employees each contract year not to exceed a total of twenty-four (24) days per contract year. The Employer shall be provided a written notice at least thirty (30) days in advance of the date(s) requested. The notice shall also contain the names of the designated individuals.

I. Assault Leave

An 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 Board may apply for assault leave to be used in lieu of sick leave, and may be granted such leave subject to the following conditions and limitations:

1. The injury must have resulted from an actual or attempted assault by an enrollee or applicant on the agency premises and/or during an agency function when an employee is working in an approved and proper manner, as determined by the

Manager (Superintendent), or has gone to the aid of an employee being assaulted or in need of assistance to effectively restrain an enrollee or applicant.

2. The incident which resulted in the injury must have been reported to a building administrator at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.
3. The employee who sustains the injury or suspected injury must, within twenty-four (24) hours of the occurrence, be examined by a licensed medical practitioner.
4. If a doctor is seen during the employee's work day and the doctor authorizes the employee's immediate return to work or return on the following day, the doctor's written authorization must be submitted as specified in Item "5" below.
5. If it is necessary for the employee to be absent, the employee shall promptly notify the building director of the nature of the injury and the probable extent of the absence. A statement by the examining physician certifying the nature of the injury, the necessity for the employee to be absent, and the date of the employee's ability to return to normal duties without restrictions must be submitted within forty-eight (48) hours. This statement must be submitted on the form provided by the agency. If, after the employee sees a physician and the physician does not authorize the employee to return to work immediately, such written statement must be submitted to the Residential Manager/designee within forty-eight (48) hours. If it is necessary for the employee to continue to be absent, the employee will give the Residential Manager/designee a written physician statement after each medical appointment certifying the nature of the injury, the necessity for the employee to be absent, the date of the next medical appointment, and the date of the employee's ability to return to normal duties.
6. The employee must cooperate fully with the administration and police, if necessary, in any investigation and action arising therefrom, unless otherwise advised by his or her own counsel.

If the conditions above which are applicable in a given instance are met in full, the agency shall:

1. Provide full payment for each full or partial day of such absence for which there is not payment by workers' compensation, and pay will be reduced by the amount of workers' compensation collected during time off for the assault. If a subsequent award is made effective to the first day of absence for an injury resulting in absence, assault leave paid to the employee shall be returned to the agency by subsequent deductions from the employee's regular pay, re-payment by the employee, or deductions from the employee's paid leave(s) balances. The employee is responsible to provide/inform the Employer of any benefits they have received from workers' compensation.

2. Maximum assault time permitted shall be the time needed to recover from the assault as signed and certified from a licensed physician stating the nature of the disability and its duration, not to exceed six (6) weeks.
3. Charge the absence as assault leave, which shall not be deducted from the employee's accumulated unused sick and/or vacation leave.
4. Provide all other benefits to which the employee is entitled during the term of absence for assault leave.

The Employer shall have the right to require a physical examination at any time by a doctor which shall be appointed by the Board. The cost of any such examination shall be paid by the Board.

J. Management Leave

A leave of absence from a bargaining unit position may be granted to an employee(s) to perform the duties of a permanent non-bargaining unit position. Said employee shall maintain his bargaining unit seniority for a period not to exceed a ninety (90) calendar day period following acceptance of the non-bargaining unit position.

Promotions into temporary non-bargaining unit positions shall last for the duration of the temporary positions, not to exceed one (1) calendar year, without loss of bargaining unit seniority.

**ARTICLE 11  
SEVERANCE PAY**

- A. An employee of the Jefferson County Board of DD, at the time of retirement from active service with the Jefferson County Board of DD program, may elect to be paid in cash for twenty-five percent (25%) of the value of his/her earned, but unused, sick leave credit. The amount that is paid shall not exceed, for all payment, the value of thirty (30) days of accrued but unused sick leave.
- B. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with County Board of DD.
- C. Such payment shall be based on the employee's base rate of pay at the time of retirement.
- D. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- E. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have

qualified. Such payment shall be made in accordance with Ohio Revised Code Section 2113.04, or paid to the employee's estate.

## **ARTICLE 12 HOURS OF WORK**

### **A. Scope**

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that bargaining unit members will be compensated for all hours they are required to work. Management will determine the normal work schedule and the normal work day and week. Full-time bargaining unit members are those who are normally scheduled to work forty (40) or more hours per week, while part-time bargaining unit members are those who are normally scheduled to work less than forty (40) hours a week.

### **B. Normal Work Day**

The normal work day shall be eight (8) hours of work and sixteen (16) hours of rest in a twenty-four (24) hour period unless employee consents to work with less than sixteen (16) hours rest. All bargaining unit members shall perform work for the number of hours they are compensated. A bargaining unit member shall not receive payment for more than eight (8) hours per day while attending any work-related conference or meeting.

### **C. Normal Work Pattern**

The normal work pattern shall be five (5) days in a calendar week (Friday being the last day of the week) with two (2) days rest.

### **D. Scheduling**

1. The normal work day shall be a shift schedule as determined by management. The work schedule will be posted for a one (1) week period prior to the beginning of the schedule. Management will notify a bargaining unit member forty-eight (48) hours prior to any schedule changes after the schedule is posted. Any other change with less than forty-eight (48) hours notice shall require mutual approval of the employee and management.
2. With the permission of his/her supervisor, a bargaining unit member may take a fifteen (15) minute break period each day.
3. Bargaining unit members may trade days off with their supervisor's verbal permission, and there is no overtime penalty involved to be paid by the Employer. Affected employees shall submit a written request to the supervisor as soon as practical upon approval.

4. When management determines it is necessary to fill a vacant position/assignment, when a Home Operator or a first or second shift Residential Aide is scheduled off on a posted schedule for personal, vacation, holiday, or the use of compensatory time, all full-time second shift employees will move up into the day schedule vacancy created by the Home Operator or a first or second shift Residential Aide's absence, on a rotating basis. It is understood and agreed the move up procedure described herein shall not obligate the Employer to create an overtime situation(s).

Nothing shall prohibit and/or obligate the Employer from utilizing an LPN to perform the duties of the LPN Supervisor in the above-referenced procedure.

E. Absenteeism

1. Whenever a bargaining unit member has just cause for reporting late or absenting him/herself from work, he/she shall, whenever practicable, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice.
2. Any bargaining unit member who is absent from work shall give notice to his/her supervisor or the Superintendent as far in advance as possible of the date of his/her return to work so Management can rearrange the schedules and assignments for any bargaining unit member who has been temporarily filling the job.
3. When bargaining unit members trade days/shifts and have submitted such in writing, the bargaining unit worker who has accepted the new day/shift shall be solely responsible for working the accepted shift. Either affected employee who fails to report to the new shift may be subject to disciplinary action.
4. Should a bargaining unit member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.
5. The burden of proof shall be on the employee; the Employer will not require a doctor's statement normally for an employee absenting him or herself for less than three (3) working days.

F. Necessary Overtime

1. All bargaining unit members may be required to work overtime to accomplish the Jefferson County Board of DD's mission and task as directed by the Ohio Revised Code and federal regulations.
2. No bargaining unit member will be required to work more than sixteen (16) hours continuously, unless:

- a. no other qualified bargaining unit member is available, and management has made every effort to bring in a bargaining unit member to replace the person working, and/or
  - b. an emergency situation or natural disaster exists, and/or
  - c. the work will be completed within a short time beyond the sixteen (16) hour limit.
- G. Request for Paid Time Off. Bargaining unit employees shall submit requests for paid time off (vacation and compensatory time) in excess of eight (8) hours at least one (1) week prior to the posting of the work schedule that includes the date(s) of such time requested. Requests for paid time off with less than the above notice shall be determined on a case-by-case basis.

The LPN classification shall submit requests for the above-referenced leave no later than two (2) weeks prior to the date requested.

### **ARTICLE 13 OVERTIME AND ALLOWED TIME**

A. Purpose

The purpose of this article is to provide a basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this agreement.

B. Definition Of Terms

1. The payroll week shall consist of seven (7) consecutive days beginning with Saturday at 12:01 a.m. or the nearest starting time thereto.
2. Holidays, as enumerated in Article 9, Holidays, consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday.
3. The regular rate of pay, as the term is used in Section "C" of this article, shall be the hourly rate which the bargaining unit member would have received for the work had it been performed during non-overtime hours.
4. The work day, for the purposes of this article, is the twenty-four (24) hour period beginning with the time the bargaining unit member begins work, except that a tardy bargaining unit member's work day shall begin at the time he reports for work and clocks in on the time clock.

5. Overtime rate means one and one-half (1 1/2) times the regular rate of pay.
6. Allowed time means hours paid for but not worked, as provided in this agreement.

C. Conditions Under Which Overtime Rates Shall Be Paid

1. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid to a bargaining unit member for the following:
  - a. hours worked in excess of forty (40) in a payroll week;
  - b. if a bargaining unit member is called into work, other than when scheduled, he/she shall be paid a minimum of two (2) hours call out pay at time and one-half (1 1/2) or the number of hours he/she worked, whichever is greater.

Employees who are mandated to work overtime as a continuum of a work shift shall be paid time and one-half (1 1/2) for such hours worked during the work week if a combination of used/approved medical appointment sick leave and worked hours exceeds forty (40) hours in a payroll week.

D. Non-Duplication Of Overtime

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this agreement. Hours paid for sick leave, vacation, earned leave, holidays not worked, funeral leave, and compensatory time will not be figured or used in the computation of overtime.

When part-time employees become eligible for overtime compensation, and it is determined that overtime is necessary, the following will be observed:

1. The Employer will post a "sign up sheet" on Tuesday indicating the shift, date, and number of hours available in the applicable house.
2. Full-time employees shall personally sign the sheet indicating their interest for the overtime work.
3. Overtime work shall be based on seniority on a rotating basis; employees shall be notified on the posted schedule; it shall be the employee's responsibility to review the schedule.

This shall only apply on a projected schedule.

E. Compensatory Time

Bargaining unit members may elect to take compensatory time in lieu of payment for hours worked for overtime.

1. Bargaining unit members may accumulate up to sixty (60) hours of compensable time.
2. Each hour of overtime will convert to one and one-half (1 1/2) hours of compensatory time.
3. A bargaining unit member must make a request for compensatory time off to his/her supervisor as soon as possible prior to taking said time except in the case of emergency.
4. Bargaining unit members who retire, resign, or are terminated after the effective date of this contract, will be paid one (1) hour's pay for each hour of compensatory time at their present rate.
5. Employees whose balance of compensatory time exceeds sixty (60) hours as of September 1, 2012, shall not earn additional compensatory time. After going below the sixty (60) hour limit described herein, said employee may elect to take compensatory time in lieu of a cash payment for overtime worked, to the maximum amount noted herein.

**ARTICLE 14  
EMPLOYEE LICENSING, CERTIFICATION,  
AND REGISTRATION**

- A. It is the responsibility of each employee to acquire, maintain, update, and/or renew any license, certificate, or registration as required for his/her position with the Board and to transmit immediately the proof of such acquisition, maintenance, updating, and/or renewal to the Superintendent. It is also the responsibility of each employee to pay the fees required for certification, license, or registration applications and coursework related to certification, licensing, and/or registration, except as otherwise provided. Employees shall be responsible for maintaining a valid TB test. The Employer shall make a reasonable effort to provide TB testing as required through the County Board of Health. Any employee who fails to do so will be terminated in accordance with Ohio Revised Code 5126.26, unless the employee has met all requirements and has not had the certificate issued through no fault of the employee.
- B. In the event that the staff member's current license or certificate expires prior to July 1, a new valid license or certificate must be provided by August 15th.
- C. Newly-hired staff members must obtain a valid certificate by the thirtieth (30th) work day of the first year.

- D. Certified or licensed staff members will not be permitted to work unless they have the appropriate valid certificate or license on file in the Board's human resources office.
- E. Time spent by an employee relating to acquiring, maintaining, updating and/or renewing required licensing, certification, or registration is not hours worked to be counted in computing overtime.
- F. Employees shall be required, unless on authorized vacation leave, to attend all mandatory meetings and training sessions. Should such meeting/training session be scheduled during an employee's non-work hours/shift, said employee shall receive a minimum of one (1) hour's pay. It is the employee's responsibility to work with the Employer to secure training for mandatory training sessions that are missed. Failure to attend such mandatory sessions required by licensing/certification, shall require the employee, at his/her expense, to successfully complete such training.

**ARTICLE 15  
SEVERABILITY**

- A. Should any of this agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such part(s) or provision(s) shall not invalidate the remaining portions of this agreement and the remaining articles shall remain in full force and effect.
- B. In the event that any provision or part of a provision of this agreement is determined invalid, the parties shall meet within thirty (30) days and negotiate a legal alternative provision on the same subject matter only.

**ARTICLE 16  
PROBATIONARY PERIODS**

- A. Every newly-hired bargaining unit member will be required to successfully complete a probationary period. The Superintendent shall have the sole right and discretion to discipline or discharge such probationary bargaining unit member and such actions during this period cannot be reviewed through the grievance procedure or otherwise appealed by the Union.
- B. Length Of Probationary Periods
  - 1. The probationary period for new bargaining unit members shall begin on the first day the bargaining unit member performs work and receives compensation from the Jefferson County DD program.
  - 2. The probationary period for full-time LPN bargaining unit members shall be one hundred eighty (180) calendar days.

3. For employees hired after the effective date of this agreement, the probationary period for non-professional bargaining unit members shall be seven hundred twenty (720) hours of actual work.
4. A probationary bargaining unit member may be removed at any time without appeal to the grievance procedure. The removal shall contain only the following statement: "You are removed from your position with the Jefferson County DD Board effective (date) \_\_\_\_\_."

C. A newly promoted bargaining unit member will be required to successfully complete a probationary period in his newly appointed position, if the position is different from his current position. The probationary period for newly appointed bargaining unit members shall begin on the effective date of the promotion and continue for a period of two hundred forty (240) hours worked. A newly promoted bargaining unit member who evidences unsatisfactory performance in the new position will be returned to his/her former position at any time during the probationary period provided his/her former position is available and he/she continues to meet the qualifications and hold appropriate licenses or certificates for the position.

In the event a part-time employee is awarded a similar full-time position, the individual shall be required to complete a promotional probationary period of two hundred and forty (240) hours worked, except if the original probationary period has not been completed, the probationary period in the full-time position shall not exceed nine hundred and sixty (960) hours worked.

- D. A newly promoted bargaining unit member at his/her option, whether full-time or part-time, within ten (10) working days following a promotion, may return to his/her former position upon written notification to his/her supervisor. The bargaining unit member will be returned to his/her prior position. The supervisor will meet with the bargaining unit member to discuss and evaluate the bargaining unit member's performance in the newly promoted position and his/her reason for requesting a return to his/her prior position. The evaluation and the bargaining unit member's response shall become a part of the bargaining unit member's personnel file.
- E. The Employer will conduct a performance evaluation prior to the end of the first half of each bargaining unit member's new hire probationary period, prior to the end of the bargaining unit member's new hire probationary period, and at the end of a promoted bargaining unit member's promotional probationary period, to measure the bargaining unit member's fitness to continue in the position.
- F. Probationary bargaining unit members shall not be eligible for promotion to any other position until they have completed their probationary period.

- G. If a bargaining unit member whose employment has been terminated for any reason whatsoever is rehired, he/she shall be considered a new bargaining unit member and subject to the provisions of Paragraph "B."
- H. Staff members who have worked two (2) years in the same position shall be permanent staff members of the Jefferson County DD program and shall hold certificated civil service status.

**ARTICLE 17  
LAYOFF AND RECALL**

- A. When it becomes necessary, due to a lack of work or funds, the abolishment of positions, or the abolishment of positions as the result of reorganization of the program, to reduce the number of employees in the bargaining unit, the following layoff procedures shall be followed:
  - 1. Management shall determine in which classifications the layoffs are to occur and which unit. There shall be three (3) units for layoffs:
    - a. LPNs
    - b. Residential Aides
    - c. Housekeepers
  - 2. Bargaining unit members in each affected classification with the least total continuous bargaining unit seniority in the program as identified in Article 24, Seniority.
  - 3. Management shall give the affected bargaining unit member fourteen (14) calendar days written notice of their layoff indicating their right to bump bargaining unit members within the same classification or lower classification as determined by pay range within the same classification series. Bargaining unit members shall also have the right to bump into any classification in which they have previously served and are qualified. Bargaining unit members cannot bump from one (1) unit to another (units defined in "A-1" above).
  - 4. Each affected bargaining unit member shall have five (5) calendar days in which to submit his/her written request to exercise his/her right to bump into any other position previously held or within the same classification series for which he/she is eligible and qualified. Any bargaining unit member not submitting such request within five (5) calendar days shall be considered to have accepted the layoff and forfeit his/her right to bump.
  - 5. Any bargaining unit member who is bumped out of his/her position may exercise the same layoff rights as outlined under "A-2" and "A-3" above.

- B. Prior to laying off any permanent full-time bargaining unit member, management shall abolish all part-time, casual, probationary, provisional, temporary, or intermittent positions within the affected classification (by order in ORC and OAC statutes).
- C. The classification series, for the purposes of this article, shall be as follows:
  - 1. LPNs
  - 2. Residential Aides
  - 3. Housekeepers
- D. Laid off bargaining unit members shall have recall rights to the positions from which they were laid off for a period of one (1) year.
- E. When management decides to fill a position vacated by layoff, eligible bargaining unit members shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid off bargaining unit member to keep the Superintendent's office informed of his/her current mailing address and telephone number.
- F. A bargaining unit member who fails to respond to a written notice of recall sent by registered mail to his/her last known address as listed with the Superintendent's office shall be terminated fourteen (14) days from the day of service or notice of lack of service by the postal authorities.

**ARTICLE 18  
NON-DISCRIMINATION**

- A. The Employer shall not discriminate against any employee on account of race, genetic history, color, sex, age, religion, political affiliation, military/veteran status, handicap, sexual orientation, physical or mental disability, Union membership, or Union activity or lack thereof.
- B. The Union and the Employer agree to abide by the Americans With Disabilities Act of 1990 in implementing the collective bargaining agreement.

**ARTICLE 19  
UNION REPRESENTATION**

- A. The Board agrees to admit not more than one (1) District 1199 representative to the Board's facilities during the Board's normal business hours Monday through Friday.
  - 1. The District 1199 representative will abide by all the Board's reasonable rules and policies while on the premises, including safety and health regulations.
  - 2. The District 1199 representative shall be admitted to non-work areas of the Board's facilities and site during normal working hours for the purpose of conducting Union

business, provided that advance notice is given to the Superintendent/designee. Upon arrival, the District 1199 representative shall identify him/herself to the Superintendent or the Superintendent's designated representative.

- B. The Board shall recognize three (3) bargaining unit members to act as Union grievance representatives or delegates for the purpose of processing grievances in accordance with the grievance procedure during non-working hours. The Union Executive Board member may serve as an alternate in the absence of any of the grievance delegates.
1. The right of the Union to appoint a reasonable number of delegates is recognized. Delegates are Union stewards as the term is generally used.
  2. Employees elected to the Executive Board of the Union shall be allowed time off without pay or may use their earned compensation leave or vacation leave to attend necessary meetings.
  3. Space for meetings or conferences with employees may be provided upon request, when available.
- C. The Union shall provide the Board an official roster of its local officers and local Union grievance delegates which is to be kept current at all times and shall include the following:
1. name;
  2. Union office held;
  3. term of office; and
- No bargaining unit member shall be recognized by the Board as a Union delegate until District 1199 has presented the Board with written certification of that person's selection.
- D. The investigation and writing of grievances shall be on non-duty time which includes the lunch break. If grievance hearings are scheduled during a bargaining unit member's regular duty hours, the bargaining unit member shall not suffer any loss of pay while attending the hearing.
- E. Rules governing the activity of the District 1199 representative are as follows:
1. The Union agrees that no Union official who is a bargaining unit member shall interfere, interrupt, or disrupt his/her own normal work duties or the other bargaining unit members while conducting Union business. The Union further agrees not to conduct business during working hours except to the extent specifically authorized herein.

2. The Union shall not conduct Union activities in any work areas without first notifying and receiving approval from the supervisor in charge of that area. Permission to use the facilities for meetings or other uses outside the regular work day must be obtained from the Superintendent or his/her designee. Such permission will not be unreasonably denied.

F. Bulletin Boards

1. The Board agrees to provide space for a Union furnished bulletin board in an area designated by the Superintendent. The Union shall be responsible for the installation of said bulletin board in a manner to blend with the building structure and decor. There shall be space for a bulletin board located by each time clock used by bargaining unit employees.
2. No material may be posted on the bulletin board at any time which contains the following:
  - a. Personal attacks upon any other Union member or other bargaining unit member;
  - b. Scandalous, scurrilous, or derogatory attacks upon the administration;
  - c. Attacks on any other employee organization, regardless of whether the organization has local membership; and
  - d. Attacks on any member of the Jefferson County Board of DD.
3. No Union-related materials of any kind may be posted anywhere in the Board's facilities or on any of the Board's equipment, and may only be posted on the bulletin board designated for District 1199's use as described in Paragraph "F-1" above.
4. Violation of any provisions of this article by any Union member may subject the bargaining unit member to disciplinary action.

- G. Union Orientation. During a newly hired bargaining unit employee's orientation, the Union will be permitted one (1) Union representative/designee to conduct Union orientation that shall not exceed one (1) hour. The Union representative/designee conducting such orientation shall lose no straight time pay during such orientation if such orientation is held during the Union representative's regular work hours/shift. Such orientation shall not result in any overtime payments.

**ARTICLE 20**  
**SAFETY AND HEALTH**

- A. The Superintendent, the Union, and the bargaining unit members recognize their obligation and/or rights under existing federal and state laws with respect to safety and health matters and agree to abide by such laws.
  
- B. The Superintendent shall endeavor to maintain adequate equipment and precautions. Suggestions for improved safety by bargaining unit members will be given due consideration by the Superintendent. All bargaining unit members shall abide by all safety rules and regulations of the Jefferson County Board of DD.
  
- C. Report Of On-The-Job Injuries And Accidents
  - 1. It is the responsibility of the bargaining unit member to report immediately to his/her supervisor or the Superintendent any injury incurred on the job, no matter how minor the injury may seem to the bargaining unit member.
  
  - 2. All accidents regardless of whether or not an injury is incurred shall be reported immediately by the bargaining unit member(s) involved to the bargaining unit member's supervisor. If it is determined that immediate treatment or examination is needed, the supervisor shall arrange transportation to the hospital or physician's office and shall make any other necessary arrangements.
  
  - 3. It is the responsibility of the injured bargaining unit member's supervisor to initiate and oversee the completion of a complete accident report within twenty-four (24) hours after the injury was incurred and submit the completed report promptly to the Superintendent. If a bargaining unit member or the bargaining unit member's supervisor is uncertain as to whether or not an injury is considered to be job-related, an injury report shall be completed and submitted to the Superintendent for review and determination.
  
- D. The Employer will adhere to OSHA Standards on Bloodborne Pathogens and Universal Precautions Standards. All employees shall be provided annual training and any necessary protective equipment to meet those standards.
  - 1. Sharp containers shall be provided at all work sites and areas where sharps are used. Such containers shall be of the type that can be used single-handedly and they shall be puncture-proof and impervious to liquids. Such containers shall also be of the type that are secure for accidental opening and exiting of sharps.
  
- E. The Employer shall provide Hepatitis B vaccinations upon request at no cost to the employee. To the extent available, the Employer will make community resources for low or no-cost TB vaccinations available to the employees.

F. When the Employer is notified or becomes aware of a possible infectious situation, all universal precautions for the situation will be observed. At no time will there be a breach of confidentiality or the loss of precautions in accordance with federal and state regulations. Residents' rights, by law, will be observed at all times. If additional training for the prevention is necessary, it will be provided as quickly as possible to all affected employees. (The Labor/Management Committee shall also function as a Health and Safety Committee.)

1. Health and safety concerns, if they exist, shall be first on the agenda of all Labor/Management meetings. By prior mutual agreement, additional persons may be present for that portion of the meeting to present these issues on behalf of either labor or management.
2. Any job-related damage to personal clothing and/or eyewear caused through no negligence or carelessness of the employee shall be reviewed for reimbursement on a case-by-case basis. Reimbursement for damages shall be made as soon as possible.
3. All workers shall have access to all information, including Material Safety Data Sheets, concerning any toxic substances in the work place, in accordance with state or federal statutory or regulatory requirements.

G. Waiver In Case Of Emergency

In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, or the federal or state legislature, such as acts of God, the following conditions of this agreement may automatically be suspended:

1. time limits for Management or the Union's replies on grievances; and
2. all work rules, agreements, and/or practices relating to the assignment of all employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

In the event the Jefferson County Sheriff declares an emergency regarding road conditions, and employees are unable to report to work, said employees will not be disciplined. Employees will not be paid for such time off unless the employee requests the use of either vacation leave, compensatory time, or paid personal leave.

**ARTICLE 21**  
**LABOR/MANAGEMENT COMMITTEE**

- A. The Union and the Board shall jointly establish a Labor/Management Committee, which shall consist of eight (8) members, three (3) appointed by the Superintendent and three (3) appointed by the Union, excluding the Superintendent and SEIU staff representative. Each member shall represent the party appointing him/her and may be replaced from time to time. The Committee shall meet regularly at mutually agreeable times to discuss mutual concerns.
- B. In the interest of providing timely responses to labor/management concerns, an agenda will be exchanged at least three (3) working days in advance of the scheduled meeting with a list of the matters to be taken up at the meeting. Late agenda items may be discussed only by mutual agreement of the parties. The purpose of such meetings shall be to:
1. Discuss the administration of this agreement;
  2. Discuss with the Union any proposed changes by the Employer which affect the bargaining unit.
  3. Disseminate general information of interest to the parties.
  4. Discuss ways to increase productivity and improve efficiency.
  5. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties.
  6. Consider and discuss safety and health matters relating to employees.
- C. Bargaining unit members attending the labor/management meetings shall not suffer loss in their regular pay while attending meetings provided for under this article which are held during the bargaining unit member's regular working hours. Hours paid by the Employer for attendance at the labor/management meetings will not be used in the calculation of overtime.
- D. Labor/management meetings are not intended to be negotiation sessions to alter or amend this agreement.

**ARTICLE 22**  
**PERSONAL DAYS**

- A. A non-probationary employee shall be entitled to four (4) personal days, per calendar year, non-accumulative, from year to year. After an employee has completed five (5) years of service as a full-time employee of Shaffer Plaza, an additional day of personal leave shall be granted.

- B. After the completion of an employee's newly hired probationary period, said employee shall be entitled to one (1) personal day after the completion of each three (3) month period of active employment.

Effective January 1 of the year following the completion of an employee's above-referenced probationary period, the employee shall be entitled to four (4) personal days as provided in Section A herein.

- C. Personal days may not be taken before or after a holiday. Employees will fill out a standard program leave form and give at least twenty-four (24) hours notice to their supervisor to be able to obtain permission for the requested leave. Said permission will not be unreasonably withheld.

### **ARTICLE 23 INSURANCE**

- A. The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deductions. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees.
- B. In the event there is a modification/change in the amount of the employee contribution during the term of the agreement, the Employer shall provide the Union/employee with at least a thirty (30) calendar day advance notice of such modifications/change.
- C. The Employer shall excuse a bargaining unit employee from the schedule to attend health care committee meetings. If such meeting is scheduled during the bargaining unit member's shift, the member shall suffer no loss of straight time pay, or overtime pay when applicable, for such participation.
- D. The extent of coverage under the insurance policies referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member, or beneficiary of any bargaining unit member.

**ARTICLE 24**  
**SENIORITY**

- A. Seniority shall be defined as the total length of continuous service in a position or succession of positions within the employ of the Employer dating back to the bargaining unit member's last date of hire.

Service in a non-bargaining unit position shall not be credited as seniority, after the effective date of this agreement.

- B. Break in seniority shall be when continuous service is broken or interrupted.

Continuous service shall commence on the last date of hire. Continuous service shall be interrupted only by the following:

1. separation because of resignation (or voluntary quit);
2. separation because of discharge;
3. failure to return from leave of absence;
4. failure to respond to recall from layoff within fourteen (14) days;
5. being laid off for one (1) year or length of service, whichever is less;
6. being absent for three (3) consecutive working days without reporting off to the home or plaza.

- C. Seniority List

The Employer shall prepare and maintain a seniority list of all bargaining unit members and shall furnish said list quarterly to the Union.

- D. Ties In Seniority

Ties in seniority shall be broken by date of hire, then the date of the personnel action, then based on the last four (4) digits of the employees' social security numbers, with the highest number considered the most senior (nine [9] being high, zero [0] being low).

**ARTICLE 25**  
**VACANCIES, PROMOTIONS, AND JOB BIDDING**

- A. From time to time it may become necessary to advertise for job openings at Shaffer Plaza. When this occurs, all bargaining unit members will be given the opportunity to bid on the jobs. The Superintendent shall determine when such openings exist.
- B. The Board will fill all promotional vacancies with the bargaining unit members prior to filling the vacancy from outside the program. The vacancies shall be filled in accordance with "C" and "D" below.
- C. Whenever management determines a vacancy exists, and a job should be posted for bid within the program, the bid shall be posted on the bulletin board for seven (7) calendar days.
  - 1. The job bid notice shall contain the following information:
    - a. title of job and rate of pay;
    - b. brief description of duties, including the essential functions;
    - c. any qualifications required by the job;
    - d. the date the job was posted for bid;
    - e. the date the bid will be closed;
    - f. where and to whom bids are to be submitted; and
    - g. hours of work, work days.
  - 2. Management reserves the right to cancel and/or remove within three (3) working days of the posting any and all bids at any time prior to the bid being awarded or the bargaining unit member starting the job, as well as the right to determine the hours of work and work days of any agency position.
  - 3. Management has the right to fill any job on a temporary basis while it is being bid. Such assignments may be offered to the most senior employee within the appropriate classification, and if no one elects to fill the position voluntarily, the Employer will assign the least senior employee in the classification the temporary assignment.
  - 4. Whenever the Employer is advised that a temporary vacancy will exceed a thirty (30) calendar day period, the Employer agrees to post said vacancy notice. The vacancy may be awarded to the most senior qualified part-time employee within the affected classification.

- D. Among the bargaining unit applicants, both full-time and part-time, that are qualified and bidding on an open position, the vacancy shall be awarded as posted to the applicant with the most seniority in the following sequential manner. Applicants shall be reviewed based on the following criteria:
1. The vacancy shall first be awarded to a bargaining unit applicant in the same classification; for purposes of this article only, Housekeeper/Residential Aide shall be considered the same classification.
    - a. Normally the most senior qualified full-time or part-time person who bids on the job will be awarded the position. However, a part-time employee may be passed over if any of the following criteria have applied in the last six (6) months:
      - 1) job performance as documented in the evaluations;
      - 2) attendance and timeliness;
      - 3) disciplinary record.
  2. If no selection is made from D-1 above, the job shall be awarded to a bargaining unit member outside the classification if one is qualified.
  3. If no selection is made from D-2 above, the job may be awarded to a non-bargaining unit employee.

Whenever a bargaining unit employee is awarded a new/different vacancy, the individual must be able to perform the duties of the new/different position within fourteen (14) calendar days of the date the employee was informed of the award.

- E. Except as provided herein, bargaining unit member promotions to management are not governed by the terms of this agreement. A bargaining unit member who is promoted to management shall lose his bargaining unit seniority.

## **ARTICLE 26 NO STRIKE/NO LOCKOUT**

### **A. No Strike**

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional stoppage of the operation of the Shaffer Plaza, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the Board under the terms set

forth in this agreement, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article. In addition, in the event of a violation of this section of this article, the Union agrees to inform its members of their obligations under this agreement and to direct them to return to work.

B. No Lockout

The Board agrees not to lockout the employees of the Jefferson County Board of Developmental Disabilities or members of the bargaining unit during the term of this agreement.

**ARTICLE 27  
DRUG FREE WORK PLACE**

- A. The use, possession (including storage on Board premises), sale, manufacture, or distribution of alcohol, illegal drugs, or the improper or abusive use of legally prescribed drugs, or other intoxicating substances, by employees while working on Jefferson County Board of DD premises or other work locations is prohibited. Every employee of the Board is expected to report for work and render service without being impaired by or under the influence of alcohol or illegal drugs of any kind.
- B. For the purposes of this article, illegal drugs include, but are not limited to, narcotics, hallucinogens, depressants, stimulants, other substances (e.g., LSD, PCP, cocaine, marijuana, etc.), which can affect or hamper the senses, emotions, reflexes, judgment, or other physical or mental activities, and controlled medication not prescribed, or in quantities or frequency different from that prescribed, for current personal treatment by a licensed physician to address a specific physical, emotional, or mental condition.
- C. For the purposes of this article, medication or prescribed drugs are drugs an individual is taking under the direction of a licensed physician to address a specific physical, emotional, or mental condition, where such medication or prescribed drugs are taken in the quantity or frequency as prescribed.
- D. Drug screening shall be required for employees seeking promotion or demotion into bargaining unit positions. Such employee who tests positively shall be given reasonable opportunity to challenge or explain the results. If the results are confirmed and no medical justification exists, the employee shall be disqualified for the change for which he/she applied, and shall be treated as an employee who tests positive under Paragraph (G), (2), (3), and (4) of this article.

- E. Subject to the limitations contained in this paragraph, drug or alcohol testing may be required for any individual employee in any position where there exists probable cause to believe that illegal drug use or alcohol use is impairing the employee's ability to perform job duties. Such test may be directed by the Superintendent or his/her designee. An employee may be required to undergo such testing immediately when the Superintendent or his/her designee determines that there are objective indications of impairment of behavior, demeanor, speech, appearance, job performance, and probable cause or "reasonable suspicion" to believe that the employee has been impaired by drugs or alcohol while in the scope of his/her employment by the Jefferson County Board of DD; when an employee is involved in a work-related accident, causing injury to person or damage to property, for which drug or alcohol impairment may reasonably have been a contributing factor; or during any physical examination regularly required by the Superintendent, Board policy, or state law. An employee judged to be under the influence of drugs or alcohol will be required to leave the premises and is subject to disciplinary action, up to and including discharge.
1. An employee who refuses to sign an consent form allowing for testing with test results to be presented to the Board, or who fails to cooperate fully and in a timely manner with the requirement to undergo drug or alcohol testing, shall be considered insubordinate and subject to disciplinary action.
  2. An employee who tests positively for drugs or alcohol shall be given reasonable opportunity to challenge or explain the results.
  3. If the results are confirmed, and no medical justification exists, the employee will be given reasonable opportunity to participate in a program of counseling and/or treatment. Such program shall be at the employee's expense, except the employee's health insurance may provide in-patient or out-patient coverage.
  4. Where an employee who tests positively, without a medical justification for such positive test result, declines to participate in a counseling and/or treatment program, or withdraws from a program once begun without satisfactory completion or release, the Superintendent may take such disciplinary action as may be appropriate.
- F. A program of counseling or treatment may be approved by the Superintendent as an alternative to disciplinary action, provided he/she finds the following:
1. The employee demonstrates good cause to believe that counseling or treatment will be beneficial and it would pose no potential risk of health or safety.
  2. The employee has not had previous, related discipline.
  3. The employee either continues to work satisfactorily while undergoing counseling or treatment, or applies for sick leave and/or extended leave during the period of the counseling or treatment program. The Board reserves the right to prohibit employees from returning to their positions until successful completion of a program of

counseling and/or treatment; however, such employee may apply for sick leave or extended leave without pay.

- G. As used in this article, drug and alcohol testing include blood, urine, breath, or other chemical tests performed by physicians and professional testing laboratories. The results of any such test will remain confidential, to the extent allowed by law, except for its use in official safety or accident investigations, criminal prosecution of the employee, or any action related to the removal or discipline of the employee.
- H. Any test required under this article, shall be conducted at the Board's expense. Employees who dispute the test results are permitted to have a second analysis conducted of the same sample at their own expense.
- I. Employees refusing to cooperate in any investigation, search, screening test, or found to be in possession of illegal drugs or other prohibited substances, will also be subject to disciplinary action. The individual rights of employees will not be abridged.
- J. Legally prescribed drugs and over-the-counter medications may be taken in the work place, provided that they are taken as prescribed and the employee can perform the essential job functions as set forth in their job description. The Board is not interested in findings on any prescription medication which could reveal a medical condition (i.e., disability of the employee).
- K. Any employee convicted of any federal or state criminal drug offense, which occurred in the work place, must notify the Superintendent of that fact within five (5) calendar days of conviction. Upon conviction, the Superintendent shall take appropriate personnel action against such employee, up to and including termination, taking into consideration any past disciplinary action and/or past rehabilitation efforts of the involved employee, or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health and law enforcement.

**ARTICLE 28  
SALARY SCHEDULE**

- A. Effective with the first full pay period following the date(s) noted herein, the following wage scale shall take effect. Employees shall be paid at the rate of pay which corresponds to their seniority. Employees who are eligible shall receive one (1) step increase.

**Residential Aide/Housekeeper - 80 Hours Bi-Weekly**  
**September 1, 2012**

0	10.05
1	10.50
2	10.98
3	11.55

4	12.04
5	12.53
6	13.02
7	13.54
8	14.05
9	14.57
10	15.10
11	15.62
12	16.12
13	16.86
<b>15</b>	17.16
17	17.74

**Part-Time Rate: Residential Aide/Housekeeper**  
**September 1, 2012**

9.00

**LPN - 80 Hours Bi-Weekly**  
**September 1, 2012**

0	12.21
1	12.71
2	13.21
3	13.73
4	14.25
5	14.71
6	15.24
7	15.75
8	16.16
9	16.74
10	17.32
11	17.92
12	18.56
13	19.20
17	19.45

**Part-Time Rate: LPN**  
**September 1, 2012**

15.81

B. Part-time employees are not entitled to any vacation or personal days.

- C. This schedule will also continue to have PERS pick up for the bargaining unit members. It is agreed that new full-time SEIU District 1199 bargaining unit members as of April 1, 2002, will be eligible for and receive PERS pick up utilizing the salary reduction method.
- D. There will be no more than one (1) movement on the salary schedule in any twelve (12) month period. Annual step increases, if any, shall be effective on the first pay following September 1 of each year of this agreement. To be eligible for a step increase, bargaining unit employees must have been employed as full-time employees prior to January 1 of each year. Further, full-time employees must be in active pay status a minimum of nine (9) months in a contract year to be eligible for a step increase.

During the term of this agreement, the bargaining unit employees will receive a bonus, percentage increase and/or step, if any, as is given to other DD personnel.

E. On-Call Payment

An LPN bargaining unit employee scheduled and working in an on-call status shall receive an additional payment of fifteen dollars (\$15.00) per day for each day on-call.

**ARTICLE 29**  
**COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.)**

- A. The Union shall provide for a program whereby eligible employees may make voluntary contributions through the Employer's payroll deduction to the Committee on Political Education (C.O.P.E.), a separately segregated political action committee sponsored by the Union.
- B. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
- C. Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. When completed by the employee, the authorization card will be forwarded by the Union to the appropriate payroll office.
- D. Such voluntary contributions shall be deducted on a bi-weekly basis. On a monthly basis the Employer shall remit to the Treasurer of C.O.P.E. the full amount of authorized deductions for the proceeding month in a separate check. In addition, the Employer shall transmit to the Treasurer of C.O.P.E. monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.
- E. Any employee's payroll deduction shall cease upon the occurrence of any of the following:
- termination of a participating employee's employment;

- retirement of a participating employee;
  - transfer of a participating employee out of the bargaining unit;
  - receipt in the payroll office of written notice to cancel contributions to C.O.P.E. signed by the employee;
  - receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate;
- F. Deductions shall not be made if the employee has insufficient earnings to contribute to COPE or during an unpaid leave of absence of a participating employee.
- G. The Union warrants and guarantees that no provision of this article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses in its defense, including but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

Once the funds are remitted to the Union, their disposition thereafter shall be at the sole and exclusive obligation and responsibility of the Union.

### **ARTICLE 30 DURATION**

- A. This agreement constitutes the entire contract between the Jefferson County Board of Developmental Disabilities and the SEIU District 1199 WV/KY/OH, The Health Care and Social Service Union, and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Union, for the duration of this agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact on the terms and interpretations of this agreement.
- B. In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the index of this agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, ORC sections 325.19, 9.44, and 4111.03.
- C. This agreement shall become effective September 1, 2012, except as otherwise indicated herein, and shall remain in effect up to and including August 31, 2015.

- D. If notice to terminate shall be given, negotiations for a new agreement shall take place during the sixty (60) days prior to the expiration of this agreement.

SIGNATURE PAGE

Agreed to this 20<sup>th</sup> day of December, 2012.

For The Jefferson County  
Board of DD



Lorie Sullivan  
President of the Board



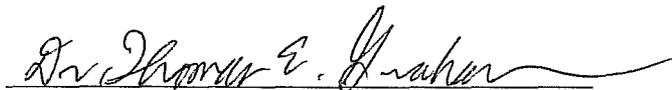
Michael A. Mehalik, Superintendent

For SEIU District 1199 WV/KY/OH  
The Health Care and Social Service Union

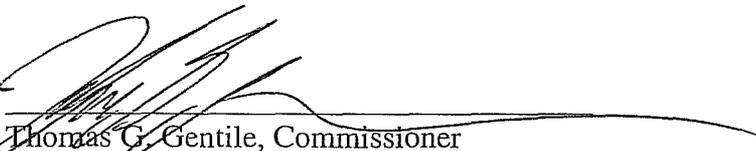


Becky Williams, President

For The Jefferson County  
Board of Commissioners



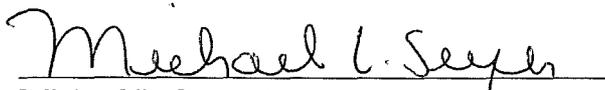
Dr. Thomas E. Graham President



Thomas G. Gentile, Commissioner



David C. Maple, Jr., Commissioner



Michael L. Seyer, Negotiator  
Clemans, Nelson & Associates, Inc.