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41047

AGREEMENT BETWEEN

CLARK COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES

AND

PROFESSIONALS GUILD OF OHIO

EFFECTIVE ON JULY 1, 2021

EXPIRES ON JUNE 30, 2024

SERB CASE NO. 14-MED-06-0866

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ARTICLE 1

RECOGNITION

Section 1.1 The Board hereby recognizes the Professionals Guild of Ohio as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of employment for all members in the Bargaining Unit identified as "all employees of the Employer in the classifications of L.P.N. and R. N." in case number 01-REP-07-0157 of the State Employment Relations Board.

All other employees of the Employer not specifically included herein including all confidential employees, management employees, intermittent employees, and supervisors are excluded from the bargaining unit.

Section 1.2 In the event the Employer revises current classifications, those classifications in the bargaining unit shall remain in the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Board, as such rights existed prior to the execution of this Agreement with the Union. The rights of the employer shall include, but shall not be limited to, its rights to determine the facts that are the basis of management decisions and to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Board's programs, its employees and its service to the individuals of Board services, consistent with the provisions of this Agreement.

Section 2.2 The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees, are vested solely and exclusively with the Employer and/or the Employer's designated representatives. The Employer's exclusive rights shall include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, layoff and recall or to discipline for just cause; to maintain order among employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work, lack of funds, reorganization or job abolishment;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing

- patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. To determine and to take action to carry out the overall mission of the office as a unit of government;
 - H. Effectively manage the work force;
 - I. Transfer or subcontract work;
 - J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
 - K. The right to determine, and from time to time re-determine, the number, locations and relocations and types of its employees, or to terminate or eliminate all or any part of its work or facilities;
 - L. Make any and all rules and regulations and to otherwise exercise the prerogatives of management.
 - M. The right to establish starting times, quitting times, the numbers of hours of to be worked, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;
 - N. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
 - O. The right to maintain the security of records and other pertinent information;
 - P. The right to determine and implement necessary actions in emergency situations;
 - Q. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
 - R. The right to determine Board goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 2.3 The Union agrees that all of the Employer's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business, that the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 3

UNION REPRESENTATION/BULLETIN BOARDS

Section 3.1 The Employer agrees to recognize three (3) employees as Union representatives for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Superintendent in writing of the names of the employee representatives and of any changes that may occur. With prior supervisory approval, which will not be unreasonably denied, Union representatives may conduct the following activities during work hours without loss of pay:

- A. Meetings with Employer representatives, including Labor-Management Committee meetings.
- B. Grievance investigations and hearings.

Section 3.2 Non-employee representative(s) of the Union shall be admitted to the departments for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon prior notice and approval of the Employer or its designee. Non-employee representative's access will be limited to the administrative offices and other public areas and will not be permitted access to any secured or restricted area except in the company of the Superintendent or her designee during a grievance investigation. Investigations shall not involve individuals and stewards shall not conduct investigations in the proximity of any individuals.

Section 3.3 The Union shall be permitted to install and maintain one (1) bulletin board (24 x 18 inches) in the nursing office at each facility. No material may be posted on the Union bulletin board that contains the following:

- A. Personal comments or attacks upon any other member or Board employee, or other unprofessional material.
- B. Derogatory attacks upon the administration or any Board or government official.
- C. Attacks or comments regarding any other employee organization.
- D. Material or comments regarding a public office holder or candidate for public office or any campaign materials or partisan or nonpartisan political announcements, posters, stickers, buttons, or related material.

No Union related materials may be posted in the Employer's facilities or on the Employer's equipment except for the Union bulletin board. Only Union material shall be permitted on the Union bulletin board. Any violation of the provision of this Article shall be immediately removed from the bulletin board by the Employer or by the Union.

Section 3.4 The Union shall be allowed to hold meetings on Agency property. Requests for such meetings shall be directed to the Human Resources Director and will be treated as any other request for space.

Section 3.5 Upon request but no more than once per month, the Employer agrees to furnish to the Union President a list of personnel transactions that involve additions to or deletions from the bargaining unit. The list will include employees hired, promoted, or transferred into or out of the bargaining unit and will show the names and effective dates of the transactions, as well as the addresses of all new hires.

Section 3.6 The Employer will grant unpaid leave to bargaining unit employees to attend workshops, conferences, and conventions of the Union's affiliate organizations. All leave requests are subject to Employer approval, which shall not be unreasonably denied, and shall not exceed a total of five (5) days per year for all employees. Employees may apply other appropriate forms of paid leave to the unpaid leave.

ARTICLE 4

UNION SECURITY

Section 4.1 Pursuant to § 4117.09 of the Ohio Revised Code, the Employer shall deduct during the life of this Agreement, from the wages of members in the bargaining unit, membership dues

in Professionals Guild of Ohio, for each employee who has signed an authorization card for such deductions.

Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article.

All sums deducted shall be forwarded to the Treasurer of the Professionals Guild of Ohio within thirty (30) days after deductions were made but no later than the 5th of the next month..

Section 4.2 The employer shall be relieved from making any deductions upon the occurrence of any of the following:

- A. Termination of Employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. Unpaid leave of absence.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for purpose of complying with the provisions of this Article.

ARTICLE 5

NO STRIKE/ NO LOCKOUT

Section 5.1 During the term of this Agreement, neither the Union, nor any bargaining unit employee shall, either directly or indirectly, call, encourage, authorize, instigate, participate, aid, condone or assist in any way a strike, work stoppage, slowdown or boycott, stay-home, concerted sick leave or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any Union representative or Employee representative or officer of the Union. The Union recognizes that a violation of this Article shall be sufficient grounds for discipline, up to and including termination. Nothing contained in this Article grants to bargaining unit members the right to strike after the• expiration of this Agreement.

Section 5.2 The Employer agrees that, during the life of this Agreement, it shall not lockout any bargaining unit employee or otherwise prevent bargaining unit personnel from carrying out her scheduled and assigned tasks. Nothing contained in this Article grants to the Employer the right to lock out employees after the expiration of this Agreement.

ARTICLE 6

LABOR-MANAGEMENT COMMITTEE

Section 6.1 The Employer's Superintendent, or her designee, shall meet on an as needed basis with representatives of the Union to discuss and attempt to resolve matters of concern.

Section 6.2 Composition of the total Labor-Management meetings shall be limited to six (6) persons and shall include no more than three (3) representatives from the Employer and no more than three (3) representatives from the Union. The Union may also bring a non-employee representative.

Meetings shall be limited to no more than once a month, except upon mutual agreement of the parties.

ARTICLE 7

NON-DISCRIMINATION

Section 7.1 Pledge Against Discrimination The Employer and the Union agree not to interfere with the desire of any employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117.

Neither the Employer nor the Union shall discriminate against an employee on the basis of race, religion, color, national origin, sex, disability, genetic information, sexual orientation or age as defined by law.

Section 7.2 Discipline For Nonperformance Nothing herein shall be construed to prevent or preclude the Employer from disciplining an employee in accordance with this Agreement and the Employer's policies.

Section 7.3 Gender Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either the masculine or feminine gender it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 8

LAYOFF AND RECALL

Section 8.1 The Employer shall determine whether a layoff shall occur, the timing of the layoffs, the number of employees to be laid off, and in which classification layoffs will occur. A reduction in the number of hours scheduled in a workweek for some or all employees shall not constitute a layoff. The procedures of this Agreement shall exclusively govern the layoff of employees, when the Employer determines it is necessary to reduce the number of bargaining unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of:

- A. Lack of funds (a current or projected deficiency of funding);
- B. Lack of work (a current or projected decrease in the workload);
- C. Abolishment of positions (the deletion of position(s) due to: reorganization, economy or lack of work).

Section 8.2 The Employer will notify the Union within sixty (60) days of any projected layoff. Representatives of the Employer and the Union shall meet and confer as soon as practicable in order to discuss steps to prevent the layoff of employees, if possible. Such steps will include, but are not limited to:

- A. Offering open and available board positions to qualified bargaining unit employees in accordance with applicable vacancy and posting requirements;
- B. Assisting qualified employees who may desire to resign or retire;
- C. Assisting employees in affected classifications in seeking other employment.

Upon mutual agreement, both parties agree to seek mediation from SERB or FMCS. Such mediation shall conclude within the thirty (30) day timeframe referenced above.

The Employer will notify each affected employee to be laid off at least fourteen (14) calendar days before the date of layoff.

Section 8.3 Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classifications.

- A. Within a classification where a layoff occurs, the affected employee may displace other bargaining unit employees without regard to full or part-time status in the following order:
 - 1. The employee may displace the least senior employee in his/her classification and shift, if that person has less seniority than the person to be laid off; or
 - 2. The employee may be placed in an open position in his/her classification.
- B. If the affected employee chooses option A(1), then the employee who is displaced from that position may choose one of the following options.
 - 1. The employee may displace the least senior person in either of the two remaining shifts, if that person has less seniority than the person to be laid off; or
 - 2. The employee may be placed in an open position in his/her classification.
- C. If the Employee chooses option B(1), then the employee who is displaced from that position may choose one of the following options:
 - 1. The employee may displace the least senior person in the one remaining shift, if that person has less seniority than the person to be laid off; or
 - 2. The employee may be placed in an open position in his/her classification.
- D. If the Employee chooses option C(1), then that displaced employee may fill an open position or be laid off.

In all cases the employee's status as an RN or LPN will not affect his/her displacement rights unless RN licensure is required for the position to which the employee requests displacement.

Section 8.4 An employee laid off shall be placed on a recall list for a period of one (1) year. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff. Laid off employees are required to maintain the minimum qualifications of the available position, including but not limited to all required credentials, certifications, registrations, or licensures, to be eligible for recall.

Section 8.5 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the Employer in writing.

Section 8.6 The recalled employee shall have fourteen (14) calendar days following the date of certified mailing of the recall notice in which to return to work. An employee who fails to report for

duty within the fourteen (14) days shall be considered to have resigned from employment.

Section 8.7 Employees outside the bargaining unit may not displace into a bargaining unit position.

Section 8.8 For purposes of this article, employees working an eight (8) hour shift position (day shift) will be a majority of hours between 6 a.m. and 4 p.m., evening shift will be a majority of hours from 2 p.m.-10 p.m. and night shift will be a majority of hours from 10 p.m.-6 a.m. For purposes of this article, employees working a twelve (12) hour shift position day shift will be from 6 am – 6 pm and evening shift will be from 6 pm to 6 am.

ARTICLE 9

HEALTH AND SAFETY

Section 9.1 All employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given any assignment that is dangerous to his/her physical safety or health. However, it is recognized by the Employer and the Union that, due to the nature of the services and the individuals, it is not always possible to know the circumstances in which an employee may be involved. It is the responsibility of the employee to bring concerns he/she may have to the attention of his supervisor so that adequate precautions may be taken to prevent harm to him or his co-workers. The employees also accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 9.2 Nothing in this Article *per se* shall be construed as granting to any employee any claim or cause of action against the Employer and/or its agents in a non-arbitration administrative process or court process for personal injury or property damage.

Section 9.3 The Employer shall ensure that employees have a means of two-way communication with their work facility when they are transporting individuals.

Section 9.4 A bargaining unit worker's request to have another staff member accompany him to a individual's appointment off Board grounds will not be unreasonably denied. Bargaining unit members may cancel a individual's routine, non-emergency medical appointment, provided: (1) accommodations for assistance have not been made; (2) assistance is necessary to protect the health and safety of the bargaining unit member and/or individual; and, (3) the cancellation does not result in a violation of local, state or federal regulations.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1 The Board and the Union recognize that in the interest of effective relationships, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any Employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

The Union and the Employer understand and agree that the filing of frivolous grievances can be disruptive of good labor-management relations and the Union affirms that it will discourage the filing of frivolous grievances. The Union and the Employer agree that they will attempt to discuss

the validity of the grievance to determine whether a grievance is frivolous.

Section 10.2 A grievance is an allegation that there has been a misinterpretation or violation of an express provision(s) of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. The Grievance Procedure shall not be used to affect changes to, or modifications of, this Agreement.

The Union or an aggrieved bargaining unit member may initiate a grievance. If initiated by the Union, the grievance must identify each bargaining unit member allegedly harmed.

Section 10.3 For the purposes of this Article, disciplinary action is any reduction in pay and/or position, removal or suspension. Discipline that does not fall within this definition is grievable but is not arbitrable. Grievances regarding discipline shall be initiated at Step Three.

Section 10.4 Grievance Procedure Steps

- A. **Step One - Immediate Supervisor** A member having an individual grievance will first attempt to resolve it with his immediate supervisor. Such attempt at resolution shall be reduced to writing by the member-grievant and submitted to his immediate supervisor within seven (7) calendar days from when the member knew, or should have known, of the events or circumstances giving rise to the grievance. The written grievance shall identify: (a) the aggrieved; (b) the facts; (c) all articles and section believed to have been violated; (d) the date submitted; and (e) the remedy sought. Grievances brought to the supervisor (except as otherwise provided herein) beyond the seven (7) calendar day limit shall not be considered. Either the grievant or the supervisor may document the grievance meeting in the form of a memo or other appropriate means. Grievances concerning loss of pay or termination shall be initiated at Step 3 of this procedure.
- B. **Step Two - Department Director** If the grievant is not satisfied with the answer given in Step 1, he shall, within seven (7) calendar days of receipt of the answer, forward the grievance to the Department Director. The Department Director or her designated representative will review the information pertaining to the grievance and may hold a meeting with the grievant to discuss the grievance. The Department Director or her designee will render a written decision within seven (7) calendar days of either receipt of the grievance or the grievance meeting, whichever is later. If a meeting is held, the grievant may bring his chosen representative to the meeting.
- C. **Step Three - Superintendent** If the grievant is not satisfied with the answer given in Step 2, he shall, within seven (7) calendar days of receipt of the answer, forward the grievance to the Superintendent or her designee when the Superintendent is unavailable due to vacation, illness or leave of absence. The Superintendent or her designee will, upon request, hold a hearing with the grievant and the Union representative within twelve (12) calendar days of the request and submit a written answer to the grievant within seven (7) calendar days of the hearing or receipt of the grievance if no hearing is requested. The grievance may not be amended after this level.

Section 10.5 The grievant shall have the right to process his grievance himself or to be accompanied

by a Union representative during hearings or meetings relative to his written grievance. Any meeting(s) will be scheduled at a mutually agreed time. The Union will be notified of, and permitted to send an observer to, all grievance hearings.

Section 10.6 Should the grievant not be satisfied with the written answer to his grievance at Step 3, he may file a written request within seven (7) calendar days for arbitration of the grievance with the president of the Union. Such request shall be considered by the Union and the Union president or a PGO staff member shall communicate the decision to the Human Resources Director within thirty (30) calendar days of the grievant's request.

Promptly following the receipt of the Union's request for arbitration, the Union and the Employer shall either jointly agree to an arbitrator or jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The Employer and Union shall select an arbitrator by the alternate strike method within twelve (12) calendar days of receipt of the list of seven (7) names submitted by the Federal Mediation and Conciliation Service or SERB (State Employee Relations Board). The Employer and Union shall alternate as the first to strike. Both the Employer and the Union shall have the option to completely reject one list of arbitrators from the Federal Mediation and Conciliation Service or SERB and request another list.

All other procedures relative to the hearing shall follow the rules and regulations of the Federal Mediation and Conciliation Service. Any cost associated with obtaining a list of arbitrators shall be equally shared by the Employer and Union.

If the parties mutually agree, the arbitration shall be held in abeyance, pending the result of grievance mediation either through the Federal Mediation and Conciliation Service, the State Employment Relations Board or a similar agency.

Section 10.7 The Arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Union is failing to abide by its provisions. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter the Agreement or any part thereof in any respect. The Arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement

Section 10.8 It is expressly understood that the ruling and decision of the Arbitrator, within the functions described herein, shall be final and binding upon the parties, provided that such decision conforms to State and Federal law.

Section 10.9 The Arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. The issue of arbitrability may be submitted to the Arbitrator before the merits of the grievance are heard. In the event that the Employer desires to submit an issue to an Arbitrator, it may do so directly and bypass the grievance procedure.

At least seven (7) calendar days prior to the date scheduled for arbitration, the parties shall submit to each other the names of witnesses, and their expected testimony, and the documents intended to be used in an arbitration hearing in their case in chief.

The grievant, the Union representative, and employee witnesses, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the Board and the safety of the individuals are not compromised.

Section 10.10 The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. The costs of the services of the arbitrator, the fee of the arbitrator and the Arbitrator's housing and lodging, if any, shall be borne by the losing party. In the event the Arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the parties shall share the costs and fees.

Section 10.11 The time limits provided for in the Agreement may be extended only on mutual written agreement of the parties. If the grievant fails to file or advance his grievance within the time limits prescribed, the grievance shall be considered as satisfactorily answered by the last management representative responding to the grievance. If management fails to timely hold a hearing or respond to a grievance, the grievance will be processed to the next Step of the grievance procedure.

Section 10.12 A group grievance is a grievance concerning two or more bargaining unit members. A group grievance must identify, by name, job classification or otherwise, all employees participating in the grievance and be signed by a majority of those affected. Group grievances shall be initiated by the employee or the Union at Step One of the grievance procedure.

Section 10.13 This grievance and arbitration procedure shall be the exclusive method of resolving disputes arising from the terms of this Agreement. This procedure shall be the exclusive remedy for the appeal of disciplinary actions as set forth in this Agreement to the extent not inconsistent with law. It is expressly understood that Ohio Rev. Code Chapter 124 and, for purposes of Section 10 of this contract, Chapter 5126 are inapplicable to bargaining unit members.

ARTICLE 11

DISCIPLINE

Section 11.1 No Bargaining Unit member shall be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. Disciplinary action shall be carried out in a private and business-like manner.

Discipline will take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations. The principles of progressive disciplinary action will normally be followed with respect to minor offenses. However, nothing in this Article shall be interpreted as limiting the Employer's ability to implement discipline at an advanced step where appropriate. The Employer will give a copy of all written corrective actions to the affected member and the Union President or designee.

Section 11.2 In the event an employee is to be given disciplinary action for behavior or conduct that

may warrant a reduction in pay or position, suspension, or removal, a pre-disciplinary meeting between the employee and the Board's designated representative will be arranged. The Employer shall give the employee and the Union President at least twenty-four (24) hours notice of the scheduled meeting. The employee may have one representative present for the pre-disciplinary meeting. The employee is responsible for notifying the representative.

Upon notice of the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting present an oral or written statement on his own behalf; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is physically unable to appear at the meeting, have his representative appear and present an oral or written statement on his behalf; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice, fails to appear, or fails to cause his representative to appear, at the pre-disciplinary meeting, shall be considered to have waived his pre-disciplinary meeting.

Section 11.3 When a meeting is scheduled between an employee in the bargaining unit and her supervisor or other manager for disciplinary purposes or for investigation that may result in discipline (e.g., reprimand, suspension, discharge, reduction), the employee will be advised in advance and allowed to have a representative of the Union present.

Section 11.4 When the Employer determines that immediate action is required, the Employer may place an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

Section 11.5 Written reprimands will not be used to determine progressive discipline after eighteen (18) months from the effective date or from the date of the most recent disciplinary action, whichever is greater. Suspensions of fourteen (14) days or less will not be used to determine progressive discipline after thirty (30) months from the effective date or from the date of the most recent disciplinary action, whichever is later.

Section 11.6 Any disciplinary action may be grieved. Written reprimands are grievable only to Step 3 of the grievance procedure herein and will not be subject to arbitration.

Section 11.7 Documented trainings, discussions or performance improvement plans, are intended to be counseling tools for employees and are not intended to be disciplinary actions. Documented trainings, discussions or performance improvement plans will not threaten discipline. Documented trainings, discussions or performance improvement plans meetings will be conducted one-on-one with the supervisor and employee in private. If a documented training, discussion, or performance improvement plan is issued by the supervisor, the employee may attach a response. Documented trainings, discussions or performance improvement plans, if issued, will remain active for eighteen (18) months subsequent to the date of issuance.

ARTICLE 12

EMPLOYEE EVALUATIONS

Section 12.1 Performance evaluations will be given in an objective manner and in accordance with Board policy, but no less often than annually. The object of performance evaluation sessions will be to assess current job assignments, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, recognize performance and develop a plan

for improvement of performance when necessary.

Section 12.2 Upon completion of an evaluation, the employee will be provided with a copy of the evaluation for her review. Should the employee desire to submit a written reply, she must do so within seven (7) calendar days. A reply submitted within this timeframe shall be attached to the evaluation and become part of the employee's permanent personnel record.

ARTICLE 13

PERSONNEL FILES

Section 13.1 Bargaining Unit Members will be allowed to review their personnel files and examine those evaluations that are directly related to their performance while an employee of the employer and/or other material that may be part of their personnel file that relates to their employment with the Employer. This review will occur during non-working hours at any reasonable time upon written request to the Human Resources Director, and in the presence of the Human Resources Director or designated representative.

Section 13.2 Employees will be provided with a copy of any materials that will become part of their permanent personnel record while an employee of this Employer. If, upon examining her personnel file, a bargaining unit member has reason to believe any of the documents contained therein are inaccurate, she may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, it shall remove the faulty document from the personnel file. The employer shall abide by Public Records law in keeping with the established Records Retention Schedule. If the Employer does not concur with the contentions of the employee, the employee may submit a written memorandum explaining her concern to be attached to the document in question.

Section 13.3 The Employer shall comply with state and federal law, including Ohio Rev. Code § 149.43 regarding the release and retention of personnel and other employee records. However, employees shall be notified of the names of any persons, except Clark County DD supervisory personnel, making a public records request for the employee's personnel file or other personnel record.

ARTICLE 14

VACANCIES

Section 14.1 The Employer retains the exclusive authority to determine when a vacancy exists. The Employer shall post any and all permanent vacancies within the bargaining unit's classifications for no less than seven (7) calendar days. The notice of vacancy will provide a description of the position, the range of compensation and the minimum qualifications of the position. The Employer need not consider applications received after the required posting period is complete.

Section 14.2 Interested employees shall make written notice or application in response to the posting and will provide whatever information may be required. The Employer will screen all applications and will consider all employees found to be qualified and eligible.

Section 14.3 When a position in the bargaining unit becomes available, the Employer will first

offer the vacancy to bargaining unit personnel. The selection of the internal applicant to fill the vacancy will be based on seniority, code of conduct, disciplinary/corrective actions, attendance issues and performance evaluations.

Section 14.4 Once an employee has been notified that she is the successful candidate for a position, the employee shall have four (4) calendar days to either accept or reject the position. Any successful candidate who does not accept within the four (4) calendar day period will be deemed to have rejected the position.

Section 14.5 When the Employer finds that business demands or consumer needs of an individual require that the Employer reassign staff to another shift, the Employer shall first seek volunteers for the reassignment and select the most senior volunteer. If no employee volunteers, the least senior employee shall be reassigned. The Employer may also reassign staff to another shift in lieu of discipline in whole or in part.

ARTICLE 15

HOURS OF WORK - OVERTIME

Section 15.1 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek as necessary to promote efficiency or improve services, or from establishing the work schedules of employees. However, nothing in this Section shall relieve the Employer of its duty to bargain the affects of such decisions on employee wages, hours, terms and other conditions of employment. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act and shall not be construed as a guarantee of hours of work per day or per week.

Section 15.2 Employees may take one paid fifteen (15) minute break for every four (4) hour block worked. Employees may combine breaks to take up to one (1) sixty (60) minute paid break. Employees may not leave campus on their paid breaks.

Section 15.3 Bargaining unit employees who are not exempt from the provisions of the Fair Labor Standards Act will be paid one and one-half times their normal hourly rate for all hours actually worked in excess of forty (40) hours per work week. All overtime shall have prior supervisory approval, except when it is necessary for a nurse to remain on duty to protect patient safety.

Only hours actually worked are counted for the purpose of computing an employee's eligibility for overtime pay. There shall be no pyramiding of hours or pay.

Section 15.4 The Board serves individuals 24 hours per day, 7 days per week. To meet this need for service to our individuals evening and weekend hours may be required of any bargaining unit employee. The Employer will establish the standard work day as beginning at 6:00 a.m. and ending at 5:59 a.m. and starting and ending times for each shift in each department. Supervisors will establish daily workschedules.

Section 15.5 Absent an emergency situation, management will notify the Union in the event management intends to institute a long-term change in the present shift times for nurses.

Following notification and upon request by the Union, management will meet with the Union to discuss the reason for the change and possible alternatives.

ARTICLE 16

WAGES

Section 16.1

In the first year of this Agreement, effective the first pay date in July 2021 bargaining unit employees shall receive \$1.00 per hour wage increase.

In the second year of this Agreement, effective the first pay date in July 2022 , bargaining unit employees shall receive a 2.5% wage increase.

In the third year of this Agreement, effective the first pay date in July 2023 , bargaining unit employees shall receive a 2.5% wage increase.

Effective upon ratification of this Agreement, the minimum and maximum rates shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
LPN	\$ 17.00	\$ 26.00
RN	\$ 21.00	\$ 31.00

Nurses hired after the effective date of this Agreement may receive a 2% increase above the minimum base rate for each year of relevant job experience up to a maximum of ten (10) years or twenty per cent (20%) above the base rate. If the nurse's rate would be greater than the rate of a bargaining unit employee in the same position with the same years of experience, then the nurse's rate shall be adjusted to the same rate as the bargaining unit employee.

Section 16.2 Shift differential: Employees will receive three dollars (\$3.00) per hour for all hours worked between 6:00 p.m. and 6:00 a.m. Non-exempt employees will receive shift differential rates for all hours worked when the majority of hours worked occurred during the above times. Once an employee reaches overtime status (time and a half), the employee is no longer eligible for shift differential pay for that work period.

Section 16.3 The Employer will institute a PERS "Employee Pick Up Salary Deferral Plan" as follows: The Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to Federal and Ohio income tax shall be the employee's total gross income reduced that then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing the final average salary, provided that no employee's salary is increased by the "pick up" nor is the Employer's total contribution to PERS increased thereby.

ARTICLE 17

CALL BACK PAY/ON CALL PAY

Section 17.1 When an employee is called back to work at a time not contiguous with her regular shift, the employee shall be guaranteed a minimum of one (1) hour pay at the appropriate rate of pay. Employees may not be required to flex their regular schedule when called back to work outside their regular schedule. However, in such cases the employee may volunteer to flex his/her schedule.

Section 17.2 In the event a bargaining unit nurse is called in to work between the hours of 6:00 p.m. and 6:00 a.m., the nurse will receive an additional \$6.00 per hour to her hourly rate for the hours worked.

Section 17.3 Nurses are required to be on-call and will receive \$2.50 per hour for each hour they are required to remain on-call.

Section 17.4 In the event that the Clark County Sheriff determines that an extreme weather emergency exists, the Employer will provide transportation to a nurse who is called in pursuant to this Article in a level three emergency.

ARTICLE 18

VACATION

Section 18.1 Bargaining unit members shall earn vacation leave according to the following schedule. Part-time employees and full-time employees who work less than eighty (80) hours on a bi-weekly basis shall earn vacation leave on a pro-rated basis based upon hours in paid status.

<u>Years of Service</u>	<u>Maximum Annual Accumulation</u>	<u>Maximum Bi-Weekly Accrual</u>
Less than 1	0 hours	
1 year but less than 8	80 hours	3.10 / 80 hours
8 years but less than 15	120 hours	4.60 / 80 hours
15 years but less than 25	160 hours	6.20 / 80 hours
25 years or more	200 hours	7.70 / 80 hours

Vacation is earned beginning on the initial date of employment and may be used once the employee has completed twenty-six (26) pay periods of employment.

Upon completion of years 8, 15 and 25, the equivalent of a week's vacation will be added to the employee's vacation balance based on the number of hours in paid status by the employee in the preceding year. The maximum amount that may be added for any employee is forty (40) hours.

Section 18.2 Vacation credit accrues while a member is on paid leave. No vacation credit is earned while an employee is in an unpaid status, including an unpaid disciplinary suspension. Pro-rated vacation credit is given for any part of a pay period.

Section 18.3 Vacation may be taken in fifteen (15) minute increments. All vacation leave requests should be submitted as far in advance as possible. All vacation requests are subject to

employer approval. Employees shall be notified of whether a vacation request has been approved or denied as soon as practicable.

Employees shall submit all requests for vacation in writing to the Nursing Coordinator. Vacation requests will be processed on a first come/first serve basis. In the event of a conflict the time off will first be offered to staff based on the employee's seniority. Approvals are subject to the employee having an adequate bank of vacation time to cover the absence at the time the vacation is taken.

No vacation request will be accepted for the peak holiday period of December 23rd through January 2nd.

Section 18.4 The employee shall take vacation leave during the year in which it is accrued and prior to the next recurrence of the anniversary date. Employees may accumulate and carry over their vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

The Board shall provide the bargaining unit with the same opportunity to cash in their vacation hours, at the employee's regular hourly rate, as is provided to all non-bargaining unit employees through the Board conversion plan.

ARTICLE 19

HOLIDAYS

Section 19.1 Bargaining unit employees are entitled to pay for the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

For full-time bargaining unit employees, the length of each holiday listed above shall be eight (8) hours of worked or paid time. Bargaining unit employees who work less than full-time schedule will receive holiday pay on a pro-rated basis based on the employee's total regularly scheduled hours worked in a pay period.

Section 19.2 For employees who work a continuous operations schedule, the holiday shall be observed on the day the holiday actually falls. For employees who work a non-continuous operations schedule, any holiday that falls on a Saturday will be observed on the previous Friday and any holiday that falls on a Sunday will be observed on the following Monday.

Section 19.3 Employees who are required to work on a holiday will be paid at the applicable

rate of pay for all hours actually worked on the holiday. "Applicable rate of pay" for this Article only is defined as time and one-half the Employee's regular rate of pay. As an alternative to receiving holiday pay, an employee may "bank" the holiday and utilize it as paid time off within the same, or the following, pay period or mutually agreeable time no more than six (6) weeks beyond the recognized holiday.

A scheduled employee who calls off on a holiday is not entitled to holiday pay or permitted to bank holiday hours. However, if the employee provides a doctor's note for the absence then the employee may use sick leave based on his/her regular rate of pay.

Section 19.4 To receive holiday pay, the employee must work his assigned shift immediately preceding and immediately following the holiday or be on pre-approved paid leave during such times. An employee who calls off sick the day immediately preceding or immediately following the holiday is not eligible for holiday pay. Employees in the first 90 days of their initial probationary period shall not be eligible for holiday pay.

Section 19.5 Holidays shall be scheduled in accordance with past practice unless the Union and the Employer agree otherwise.

ARTICLE 20

ADMINISTRATIVE DAYS

Section 20.1 In the event the Board authorizes administrative days for Board employees, full-time bargaining unit members shall receive either:

- A. One (1) day of paid leave for each administrative day to be taken at a mutually agreed time pro-rated based on the employee's declared schedule; or,
- B. One (1) day of pay at a straight time rate pro-rated based on the employee's declared schedule.

Part-time bargaining unit members shall receive either A or B above at the applicable pro-rated amount.

Section 20.2 To receive administrative day pay, the employee must work his assigned shift immediately preceding and immediately following the administrative day or be on pre-approved paid leave during such times. An employee who calls off sick the day immediately preceding or immediately following the administrative day is not eligible for administrative day pay.

Section 20.3 An Employee who calls off on an administrative day is not entitled to the benefits set forth in 20.1 above.

Section 20.4 Employees in the first 90 days of their initial probationary period shall not be eligible for administrative day pay.

ARTICLE 21

MILEAGE AND PARKING REIMBURSEMENT

Section 21.1 With prior supervisory approval, employees shall be reimbursed at the mileage rate established by the Board per mile for the use of the personal motor vehicles to conduct authorized Employer business. Reimbursement shall be made on the basis of miles driven. Employees may be required to utilize employer vehicles, rather than their own vehicles, when conducting authorized employer business.

Section 21.2 With prior supervisory approval, the Employer will reimburse employees for parking expenses upon completion of a travel expense report and upon presentation of a valid receipt of expenditure.

ARTICLE 22

FRINGE BENEFITS

Section 22.1 Bargaining unit employees shall be entitled to the same health and life insurance benefits as other Board employees enrolled in the Board's health and life insurance plans. It is agreed and understood that the schedule of benefits for bargaining unit employees shall be the same as those set forth for all other Board employees on the Board's health plan. It is further agreed and understood that the monthly premium contributions for bargaining unit employees shall be the same as those set forth for all other Board employees on the Board's health plan. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

Should the Employer modify coverage so that current benefits or employee contributions are not substantially similar to those currently in effect, the Union may reopen this Article for negotiations in accordance with O.R.C. 4117.14 by filing a notice to negotiate within thirty (30) days from receipt of notification from the Employer. The reopener is subject to the following modifications:

- A. The parties agree to eliminate the fact-finding process as a condition of the reopener;
- B. The Union agrees that the Employer may implement the proposed changes after giving the Union thirty (30) days notice. The Employer agrees that a subsequent conciliation award may be applied in a retroactive manner;
- C. The parties agree to waive application of O.R.C. 4117.14(0)(1) to reopener negotiations in order to allow the conciliator to issue a retroactive award.

Section 22.2 The Union may appoint one representative to the Board's Wellness Committee.

Section 22.3 The Employer agrees to maintain a life insurance plan of twenty thousand dollars (\$ 20,000.00) for all employees. The Employer agrees to maintain an accidental death and dismemberment plan of twenty thousand dollars (\$ 20,000.00) for all employees. Such plans will be provided at no cost to the employee. Should the Employer increase the dollar amount of the life insurance plan or accidental death and dismemberment plan available to all non-bargaining unit employees, the Employer agrees to provide the same increase to the bargaining unit.

Section 22.4 The Employer will honor state law regarding the liability of its employees. The Employer has the right to, but is not required to, purchase liability insurance for one or more of its employees.

Section 22.5 Dental insurance adjustments of the Employer's plan that affect all Board employees will not be subject to a reopener.

ARTICLE 23

SICKLEAVE

Section 23.1 For each hour in paid status, employees shall accrue .0575 hours of sick leave benefits to a maximum of 4.6 hours per pay period. Unused sick leave is indefinitely cumulative. No employee may accumulate more than one hundred twenty (120) hours of sick leave per year. An employee in an unpaid status, including a disciplinary suspension, will not earn sick leave.

Section 23.2 Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons: (1) absence due to personal illness, pregnancy or injury; (2) exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees; (3) medical examination of the employee when such an examination cannot be scheduled during non-work hours; (4) bereavement leave for the employee's immediate family; (5) illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary; and (6) medical examination of a member of the employee's immediate family where the employee's presence is reasonably necessary and when such examination cannot be scheduled during non-work hours.

Section 23.3 Employees are permitted two (2) days of bereavement leave that are not deducted from the employee's sick leave balance. When using bereavement leave or additional sick leave for bereavement, the definition of immediate family shall be: mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, step-parents or step-sibling or other person who stands in the place of a parent (*in loco parentis*). Employees may use up to an additional three (3) days of sick leave for bereavement.

When using sick leave for the illness of an immediate family member when the employee's presence is reasonably necessary, the definition of immediate family shall be: parent, including a legal guardian or other person who stands in the place of a parent (*in loco parentis*), child, step-child, spouse, sibling, grandparent, grandchild or any other individual for whom the employee has a medical power of attorney. When an employee uses sick leave because of the illness or injury of a member of the employee's immediate family, the Agency may investigate to confirm whether the employee's presence is reasonably necessary for the health and welfare of the employee's family member.

Section 23.4 When an employee is unable to report to work due to reasons specified in Section 23.2 above, he shall notify his immediate supervisor or other designated person. Absent extenuating circumstances, nurses shall provide three (3) hours notice of calling off. Employees calling off shall be relieved of on-call responsibilities and any responsibility of ensuring coverage.

Section 23.5 Upon return to work, an employee shall complete an application for sick leave

form to justify the use of sick leave. When an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, the employee shall furnish a certificate from his treating medical practitioner stating the nature of the illness, injury, treatment and prognosis. Additionally, if the Employer has reasonable cause to believe potential sick leave abuse is occurring, it may, with advance notice, require an employee to submit a physician's statement following any use of sick leave. Falsification of an application for sick leave or a practitioner's statement, or failure to submit adequate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

Section 23.6 Sick leave usage, when approved, shall be charged in minimum increments of fifteen (15) minutes. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use.

Section 23.7 While an employee is on sick leave, the employee is expected to engage in those activities that are consistent with the reason for his sick leave and with his medical practitioner's direction. The Employer may investigate sick leave abuse. Any abuse or patterned abuse of sick leave may result in the denial of leave, disciplinary action, or both.

Section 23.8 A bargaining unit member who retires with ten or more years of continuous service with the Board will be paid in cash for one-fourth (1/4) the value of the employee's accrued but unused sick leave credit up to a maximum of thirty (30) days.

ARTICLE 24

PAID LEAVE CONVERSION AND PERSONAL LEAVE

Section 24.1 By December 1st of each year, employees may convert up to three (3) times the number of hours the employee is regularly scheduled to work daily of sick leave to paid personal leave. The employee must have at least one hundred twenty (120) hours of sick leave available following the conversion to be eligible for this benefit. The leave may be used in a fifteen (15) minute block and must be scheduled with the approval of the employee's supervisor. The request for conversion must be submitted in writing and will result in an equal reduction of sick leave. Part-time employees may convert a pro-rated number of hours and must maintain a pro-rated number of hours of sick leave following the conversion. After conversion, the employee's personal leave balance may not exceed 32 hours. Hours are pro-rated by the number of hours scheduled in a pay period divided by ten (10) eight-hour days in the pay period.

Sick leave payout shall be provided under the same policy and terms as the Board offers to non-bargaining unit employees.

Section 24.2 In the pay period including July 1st of each year, each full-time employee with at least one (1) year of service shall be credited with a day of pro-rated hours of paid personal leave based on their scheduled hours to be used in not less than fifteen (15) minute blocks.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 25.1 Nurses employed by the Employer are expected to maintain appropriate ethical standards. The Employer and the Union agree that employees in the bargaining unit are bound by rules established by the Ohio State Nursing Board and such other State and Federal agencies as

may have jurisdiction over their professional practice or Board operations. Clinical supervision will be in accordance with the Nurse Practice Act.

Section 25.2 Management will provide orientation to any work area assigned to an employee. When assigning employees temporarily to an alternate work area, management will attempt to rotate employees, beginning with any volunteers, subject to individual and business needs.

Section 25.3 In the event that the Adult Day Habilitation Services ceases operations without relocation due to inclement weather or other conditions, employees scheduled to work shall be required to report for duty in Residential Services.

Section 25.4 Adequate parking space will be maintained or accessible at no charge to employees, provided that such parking is within reasonable walking distance of the employee's work station.

ARTICLE 26

TRAINING AND DEVELOPMENT

Section 26.1 Fulltime bargaining unit employees who are no longer in their probationary period will receive sixteen (16) hours paid professional leave per year in which to pursue professional meetings, conferences, workshops, courses or other approved events that stimulate and support their professional growth not required by the Employer. Part-time bargaining unit employees who are no longer in their probationary period will receive eight (8) hours paid professional leave per year. Requests for professional leave must be made at least two weeks in advance and are subject to operational needs. Professional leave cannot be carried over from one calendar year to another.

Section 26.2 The Employer will pay for any Employer-required classes or training sessions. Any member attending Employer-required training sessions will be paid the applicable rate of pay for the time in the training session. Any classes or training required by statute or regulation, or necessary for a member to retain or secure licensing or certification, shall not be considered time worked except when the Employer schedules the employee to attend training during the employee's normal work hours.

ARTICLE 27

CONFLICT AND AMENDMENT

Section 27.1 This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio and all applicable federal and state laws. Should any provision or provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 27.2 Where this Agreement makes no specification about a matter, the public employer and public employees are subject to all applicable state or local laws or Board policies with regard to the wages, hours, and terms and conditions of employment. Where applicable state or local laws makes no specification about a matter, the public employer and public employee are subject to the Board policies.

Section 27.3 In the event of invalidation of any portions of this Agreement by a court of

competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations up and through the statutory impasse procedure.

Section 27.4 Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and the Board.

Section 27.5 Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor, the State Personnel Board of Review and all Civil Service Statutes with the exception of Ohio Rev. Code§ 124.57, rules and regulations pertaining to wages, hours and terms and conditions of employment. This Agreement also supersedes all Board and/or County resolutions that directly conflict with provisions of this Agreement.

ARTICLE 28

SUBCONTRACTING

Section 28.1 The Employer shall not move the work of Bargaining Unit employees to any other employer, including but not limited to any private employer, governmental agency, non-profit organization, or volunteer organization without providing two weeks' notice to the Union for the purpose of meeting with the Union to discuss potential subcontracting and to consider alternatives. Upon request by the Union, the parties will seek voluntary mediation. Nothing contained herein shall prevent the Employer from proceeding with subcontracting while facilitation or mediation proceedings are ongoing.

Section 28.2 It is understood that the sole exceptions to the notice and meeting requirements of Section 28.1 above are:

- A. Where individuals choose to enroll in outside residential or training programs which already provide their own nursing services. It is understood that such programs may operate under contracts with the Employer, pursuant to requirements of the Ohio Revised Code.
- B. To cover needs due to temporary vacancies or absences.

ARTICLE 29

LEAVE OF ABSENCE

Section 29.1 Upon written request by an employee, the Employer may, at its sole discretion, grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to, and with the approval of, the Employer. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide if a leave of absence is to be granted in each individual case.

Section 29.2 Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will request leave of absence no less than sixty (60) calendar days prior to the proposed commencement of the desired leave so that the various departmental functions may proceed properly.

Section 29.3 Upon completion of a leave of absence, the employee will be returned to the position formerly occupied or the next available similar position if the employee's former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions as set forth in this Agreement.

Section 29.4 An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. In the event of an operational crisis or emergency, the Employer may cancel a previously authorized leave of absence by providing the employee with one week's notice that he must return to work. An employee on leave due to his own medical condition will not be required to return to work prior to the end of his authorized leave.

Section 29.5 If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Superintendent may cancel the leave and provide the employee with a written notice directing the employee to report for work. Abuse of leave shall be sufficient cause for discipline.

Section 29.6 If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position.

Section 29.7 An employee who has been granted an unpaid leave of absence for personal reasons shall not receive holiday pay and shall not accrue paid leave during such unpaid leave of absence. The employee will retain unused leave credit while on unpaid leave.

Section 29.8 Employees on unpaid leave pursuant to this Article will not be eligible for health insurance benefits unless the employee elects to retain insurance by making monthly payments to the Plan Administrator of one hundred percent (100) of premium payments plus any administrative fees. Upon election to continue insurance, the employee must pay in advance the monthly premium payment and administrative fee to the Plan Administrator on or before the tenth (10th) day of the month. Failure to timely pay premiums and fees when due shall permit the Employer to cancel insurance coverage for the employee.

ARTICLE 30

SENIORITY

Section 30.1 Seniority shall be defined as the length of all regular full-time and regular part-time service in a position in the bargaining unit. An Employee's years of service as a nurse with the Employer prior to the establishment of the bargaining unit shall also count toward seniority.

Section 30.2 A termination for cause or resignation in lieu of a termination for cause constitutes a break in service for which seniority is lost.

Section 30.3 The following are periods during which seniority does not accrue, but which do not constitute a break in service for which seniority is lost: (1) military leave; (2) a layoff of one (1) year or less; (3) unpaid leave of absence; and (4) a strictly voluntary resignation.

Section 30.4 Employees who are separated from employment for more than two (2) years and who return to work may be required to serve a new probationary period.

Section 30.5 In the event of a tie in seniority, the tie shall be broken by the last four (4) digits of the social security number with the lower number considered more senior.

ARTICLE 31 **PROBATIONARY PERIOD**

Section 31.1 Every newly appointed employee will be required to successfully complete a probationary period of one hundred and eighty (180) calendar days. The probationary period employee shall be evaluated at least once during his probationary period. The probationary employee may be removed at the discretion of the Employer at any time during his probationary period without recourse to the grievance procedure or any outside review.

Section 31.2 Employees who are absent or on leave during their probationary period for a period of more than five (5) consecutive workdays, shall have their probationary period extended by the period of the leave.

Section 31.3 Except as provided in section 35.2, the probationary period of an individual employee may be extended only upon the written agreement of the Employer, the individual employee and the Union.

ARTICLE 32 **WAIVER IN CASE OF EMERGENCY**

Section 32.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Sheriff of Clark County, or the Clark County Board of DD, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer during, or as a result of an emergency as defined herein:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of Employees within their department.

Section 32.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had progressed prior to the emergency.

ARTICLE 33 **WORK RULES AND INFORMATION ORDERS**

Section 33.1 The Union recognizes the authority of the Employer to promulgate reasonable work rules, policies, standards of conduct, directives and general orders for the operation of the Clark County Board of DD, that do not conflict with the provisions of this Agreement. The parties also recognize that all employees are subject to, and responsible for, the implementation of statutory and administrative rule provisions, including the rules and ethical standards set

forth by the Ohio State Nursing Board, that may not necessarily be included in the Board's rules and regulations.

The Employer agrees that new or revised work rules and directives shall be provided to the Union at least fourteen (14) days in advance of their adoption for discussion. All work rules and directives shall be made available to members in advance of their implementation.

The parties recognize that all rules and all provisions of this Agreement are subordinated to emergency situations as those may occur.

ARTICLE 34

MEDICAL EXAMINATIONS/DISABILITY SEPARATION

Section 34.1 The Employer may require an employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the employee's physical or mental capability to perform the essential functions of his position. Medical examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

If the employee disagrees with the results of an examination ordered by the Employer, he may be examined by a licensed medical practitioner of his choice, who is qualified to make an evaluation of the ability of the employee to perform his/her duties. This exam shall be at the employee's expense. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner who shall be paid by the Employer and whose decision shall be final, binding and not subject to appeal under the grievance and arbitration procedure.

Section 34.2 If an employee, after examination, is found to be unable to perform the essential functions of his position, the employee may utilize accumulated unused sick leave or other leave benefits. If an employee applies for disability retirement benefits, the Employer will support that application.

Section 34.3 An employee who is unable to perform the essential functions of his position may request an unpaid disability leave. A disability leave may be granted when the disability continues beyond accumulated paid and unpaid leave rights, provided the employee is: (a) hospitalized or institutionalized; (b) in a period of convalescence following hospitalization or institutionalization; (c) is declared incapacitated for performance of the duties of his position by a licensed physician. If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation.

Section 34.4 A disability separation will continue for a period of one (1) year from the date the employee first went on leave due to his disabling condition, unless the employee becomes certified by a licensed medical practitioner as able to return to work and to perform the essential functions of his position. If the employee is certified as able to return to work by a licensed medical practitioner, the Employer shall have the right to have the employee examined prior to his return to work at the Employer's expense. If the two reports conflict, the parties shall choose a mutually agreeable licensed medical practitioner at the Employer's expense whose decision shall be final, binding and not subject to appeal under the grievance and arbitration article. If the employee is not able to return to work by the end of the one (1) year period, the employee

shall be deemed permanently separated from employment with the Employer.

Section 34.5 Refusal of an Employee to submit to an examination, or to release the results of an examination, will be considered insubordination and shall be grounds for discipline.

ARTICLE 35

DURATION

Section 35.1 This Agreement shall be effective on the date of execution except as provided herein and shall remain in effect through June 30, 2024 and may be extended thereafter by mutual written agreement of the parties.

Section 35.2 Reserved

Section 35.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make unlimited demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter covered in this Agreement.

Section 35.4 IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2021.

For the Union:

Frank Raynor RN
Frank Raynor, RN, President

Pamala King
Pam King, LPN, Vice President

Elizabeth Frauenknecht
Elizabeth Frauenknecht, LPN

Chauncey Mason
Chauncey Mason, PGO

For the Board:

William Bagnoli
William Bagnoli, Superintendent

Cheryl J. Lamborn
Cheryl J. Lamborn, Director Human Resources

Heather Barnhart, RN
Heather Barnhart, RN, Pro Tem Director FF Mueller

Brad E. Bennett
Brad E. Bennett, Labor Counsel, Justin C. Rich LLP
Brake & Co.

APPENDIX A

Guidelines for Residential On-Call – September 17, 2017

Action

The Employer will establish an on-call list consisting of nurses who primarily work for the Residential Center. This nurse on-call will only be required to meet the nursing needs of the individuals living in the Residential Center between the hours of 6:00 p.m. and 6:00 a.m., seven (7) days a week.

Guidelines for the Residential Center nurses are as follows:

- Will be scheduled for on-call for no more than one week at a time unless the nurse volunteers otherwise or the nurse scheduled the week before is unable to fulfill their on-call responsibilities.
- Will be allowed on the basis of seniority as defined in Section 31.1 of the contract to choose the week(s) to be on-call
- May trade on-call time providing both parties are in agreement and notify the supervisor.
- May give away on-call time to another nurse providing both parties agree and notify the supervisor.
- A nurse called into work during his/her on-call hours will have the option not to work the regularly scheduled shift immediately after or (if possible) immediately before the on-call hours.

Prior to calling the nurse who is on-call for the Residential Center, management will make a good faith effort to fill the open hours with employee volunteer(s) and agency nurses. In the event of an emergency, management may immediately call the on-call nurse for coverage. If the on-call nurse does not fulfill his/her on-call responsibility, the next nurse scheduled to be on-call shall cover the open hours. The nurse who failed to fulfill the responsibility must pay back the time to the nurse who covered the hours at that nurse's discretion. Management will also consider an employee's regular work schedule when covering the open hours with a temporary agency nurse or the nurse-on-call.

A nurse who has approved scheduled leave prior to the posting of an on-call list will not be required to be on-call during the time of the approved leave. If leave is granted after she has scheduled her on-call time, the nurse on-call for that time is responsible for finding coverage for her planned time off. If a nurse must call off for illness during her scheduled on-call time, the next scheduled person who is not on pre-approved leave will fill in for the necessary hours. The nurse who called off sick may be required to justify the use of sick leave per Article 23.5 of the contract.