



LABOR AGREEMENT

BETWEEN

**ALCOHOL, DRUG ADDICTION AND MENTAL
HEALTH SERVICES BOARD OF CUYAHOGA
COUNTY**

AND

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
AND ITS AFFILIATE LOCAL #328
AFSCME, AFL-CIO**

January 1, 2017-December 31, 2019

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PREAMBLE

This Agreement is made and entered into by and between the ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD OF CUYAHOGA COUNTY (herein after referred to as the "Employer") and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AND ITS AFFILIATE LOCAL #328, AFSCME, AFL-CIO (herein after referred to as the "Union"). The purpose of this Agreement is as follows:

- A. To provide a fair and responsible method of enabling employees to participate through their union to negotiate with the Employer terms and conditions of employment, including rates of pay, wages, hours and working conditions;
- B. To establish a peaceful procedure for the resolution of differences between parties which arise under the terms of this Agreement;
- C. To allow open dialogue on issues that come before the parties which may assist the Employer in meeting its public mission;
- D. To assure the effectiveness of service by providing an opportunity for union officers, on behalf of bargaining unit employees, to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117 of the Ohio Revised Code, federal laws and Constitutions of the State of Ohio and the United States of America; and
- E. To promote constructive communication between the Employer and the Union and to provide for orderly, harmonious and cooperative employee relations in the interest, not only of the parties hereto, but of the citizens of Cuyahoga County.

DEFINITIONS

As used in this Agreement:

1. "Check-off", is the procedure by which the Employer deducts union dues directly from a union member employee's wages and gives said dues to the union.
2. "Chief Executive Officer", is the same as the Executive Director, as defined in R.C. 340.04.
3. "Days", refer to working days unless otherwise indicated in this Agreement.
4. "Employee", refers to all employees in the bargaining units as certified by the State Employment Relations Board and as set forth in Article 1 of this Agreement.
5. "Employer", refers to the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County by and through the Chief Executive Officer.
6. "Grievance", refers to a dispute or difference between the Employer and the Union or between the Employer and an employee involving the interpretation and/or application of and/or compliance with any provision of this Agreement and/or the human resource policy manual.
7. "SERB", refers to the State Employment Relations Board.
8. "Union" is the collective bargaining unit of the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County.
9. "Wildcat Picket Line" is picket line not authorized by the union or in violation of the collective bargaining agreement.

ARTICLE 1
RECOGNITION

1.1 The ADAMHS Board recognizes the union as the sole and exclusive collective bargaining representative for the two (2) separate bargaining units; one to be known as the Professional Employees' Unit and the other as the Non-Professional Employees' Unit. The parties agree that the Units will be combined for representational and collective bargaining purposes only.

1.1(a) Employees in the bargaining unit(s) as described herein shall be entitled to any and all benefits contained in the Agreement for which they qualify. This Agreement shall not apply to non-bargaining unit employees of the ADAMHS Board.

1.1(b) The Employer recognizes the right of all employees and all applicants for employment to be free to join, or not join, the Union and to participate in lawful, concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership, or non-membership, or because of any lawful activity taken in an official capacity on behalf of the Union, or exercise of rights under this Agreement, including reasonable grievance activity.

1.2 The Professional Employees' Unit shall consist of all professional employees as that term is defined in Ohio Revised Code Section 4117.01(J), employed by the Employer; excluding however, the employees described in Paragraph 1.4, below.

1.3 The Non-Professional Employees' Unit shall consist of all employees employed by the Employer; excluding however, (i) the employees in the Professional Employees' Unit; and (ii) the employees described in Paragraph 1.4, below.

1.4 This Agreement shall not apply to and the foregoing bargaining units shall not include any (i) confidential employees, (ii) management level employees, (iii) supervisors, (iv) students, or employees of a public official who act in a fiduciary capacity, appointed pursuant to Section 124.11 of the Revised Code; all as those terms are defined in Ohio Revised Code Chapter 4117.01. A list of the excluded positions which existed as of the effective date of this Agreement is attached to this Agreement as Appendix A. Should the Employer create any new or additional positions which it contends are excluded, it will promptly so advise the Union. Any new and/or additional positions which are not excluded will be handled in accordance with the provisions of Article 21 of this Agreement.

1.5 Disagreements on the inclusion or exclusion will be handled in accordance with the provisions of Article 17-Grievance Procedure. If the disagreement is not resolved at the conclusion of Step Three, then the matter will be submitted to the State Employees Relations Board for resolution.

ARTICLE 2
UNION REPRESENTATION

2.1 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". The Union shall select one Steward and one alternate, who shall act as Steward only when the regular Steward is absent from work

2.1(a) The Union shall provide to the Employer, bi-annually or with a change in elected or appointed Union Officials, a list of duly elected or appointed Union Officers.

2.2 The Steward, or Union President, or their substitutes, as described in Paragraph 2.1 of this Article, shall be allowed reasonable time to process grievances without loss of pay during working hours. Only the Steward or other designated Union Officer, shall be released, with pay, to process each grievance. The Union Representative shall notify their supervisor designee prior to or at the time of engaging in representation.

2.3 The Steward, Alternate Steward and Union officers shall adhere to the following procedures in processing grievances and in carrying-out all other functions of their offices:

- A. An employee having a grievance as defined herein shall notify their supervisor, who will notify the employee's Steward to arrange for the release of the employee to meet with the Steward.
- B. In the event the Steward is absent or not available, the Alternate Steward or the President shall be called in their place. In the absence of the President, the Vice-President shall be called.
- C. A Steward having a grievance as defined herein shall notify their supervisor, who will notify the Union President to arrange for the release of the employee to meet with the President.

2.4 Unless the Employer is prohibited by law or state or federal regulation, if there is a reduction in the work force, the Employer shall endeavor to retain the following Union officers in preference to all other employees; provided, in the Employer's judgment, they can adequately perform the available work: President, Vice-President, Secretary, Treasurer, Stewards and Alternate Stewards.

2.5 Release time of not more than thirty (30) minutes on a single work day shall be granted to a Union officer or Steward to meet with each newly hired bargaining unit employee who has successfully completed the employee's probationary period for the purpose of acquainting the newly hired post-probation employee with the Union and its role within the agency. Such release time will be granted to a Union officer or Steward only once per newly hired bargaining unit employee.

ARTICLE 3
MANDATORY BARGAINING UNIT EMPLOYMENT POLICIES

3.1 Pursuant to its reserved management rights, the Employer may promulgate reasonable mandatory bargaining unit employment policies. All bargaining unit employees are subject to these mandatory bargaining unit employment policies and to any amendment thereto.

3.2 Such policies shall not conflict with the express terms of this negotiated Agreement and shall be subject to the Grievance Procedure contained herein.

3.3 The Employer shall solicit input from the Union prior to posting and implementing new or amended mandatory bargaining unit employment policies, but ultimately the Employer will make the final determination as to what employment policies to post and implement.

3.4 New or amended mandatory bargaining unit employment policies shall be posted, or otherwise distributed to bargaining unit employees, for ten (10) working days prior to implementation.

3.5 The Human Resource Policy Manual applicable to the Employer's non-bargaining unit staff is not applicable to the members of this bargaining unit.

ARTICLE 4
PROBATIONARY PERIOD

4.1 All new employees shall be considered on Probation for a period of the first one hundred twenty (120) calendar days of employment, during which time the Employer shall have the sole and absolute right to discipline, discharge, layoff or retain the employee at its discretion. The probationary period may be extended at the discretion of the Employer, with or without cause, for an additional sixty (60) day period at which time the Employer will make its decision to retain or release the Employee. The Employer agrees that it shall not discriminate against any probationary employee on the basis of any legally impermissible reason or because of membership or non-membership in the Union. During the probationary period, new employees shall not receive continuous service credit. No appointment to any position with the Employer shall be deemed final until the probationary employee has satisfactorily completed the probationary period.

4.2 If a probationary employee is absent for five (5) or more consecutive workdays, granted a leave of absence, or is not in an active pay status for any period of time during the probationary period that time is not counted as part of the probationary period.

4.3 Probationary employees shall receive a written evaluation of his/her performance by the immediate supervisor on the 60th and 110th day of his/her probationary period.

4.4 The Employer shall retain only those initial probationary employees who, in its sole judgment, meet acceptable standards during the probationary period. A new employee in a probationary status may be separated at any time during the probationary period when, in the sole judgment of the Employer, the employee's performance and/or quality of work is not such as to merit continuation in the job.

4.5 All employees newly-promoted or transferred to another position shall also be subject to a probationary period. The length of the probationary period for such employees shall be sixty (60) days of active employment. The probationary period may be extended an additional fifteen (15) day period with the approval of the affected employee. Within the sixty (60) days, or seventy-five (75) days if the extension is granted, of the probationary period, an employee newly promoted or transferred shall have the right to return to their previous position.

4.6 Probationary employees shall not be eligible to apply for vacant positions.

4.7 No new employee in a probationary status shall be entitled to file or pursue any grievances under this Agreement, nor shall the Union have the right to file or pursue any grievance on the probationary employee's behalf; provided, however, that nothing contained in this paragraph shall be deemed to prevent any employee from filing a charge of unlawful discrimination with the appropriate governmental agency (i.e., SERB, EEOC and/or OCRC) or from pursuing any legal cause of action that an employee may have against the Employer.

ARTICLE 5
UNION DUES

5.1 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees who have successfully completed their probationary period and who have authorized such deductions in writing.

5.2 The Employer agrees to deduct regular Union membership dues once a month, from the pay of any employee in the Union eligible for such deduction, upon receiving a written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period following the period in which the authorization was received by the Employer. Dues deductions will be forwarded to the OAPSE State Office in accordance with instructions from the local Union President.

5.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5.4 The Employer shall be relieved from making individual "check-off" deductions upon an employee's: (i) termination of employment; (ii) transfer to a job other than one within the Union; (iii) layoff from work (iv) departure on an unpaid leave of absence; (v) submission of a written revocation of the check-off authorization; or (vi) resignation from the Union. In order to withdraw membership from the Union, an employee must execute and deliver a written withdrawal request to the OAPSE State Office during the ten (10) days beginning December 21 and ending on December 31 of any contract year of this Agreement. Those with timely requests will remain subject to the Fair Share provisions of this Agreement.

5.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

5.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors made 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. If an error is made and timely reported, it will be corrected by deducting the proper amount the next time that Union dues deductions would normally be made.

5.7 The rate at which dues are to be deducted shall be certified to the Human Resources Office by the treasurer of the Union during September of each year. Two (2) months' advance notice must be given to the Human Resource Office prior to making any changes in an individual's dues deductions.

5.8 Except as otherwise provided herein, each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement.

ARTICLE 6
FAIR SHARE FEE

6.1 One hundred twenty (120) days following the beginning of employment, or the effective date of this Agreement, whichever is later, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the Union. The Union shall notify the Employer of the fair share fee amount. The Union shall also notify the Employer of any changes in the fair share fee amount in the same manner as notification of changes in the amounts of dues deductions. Simultaneously, the Union shall provide to all fair share fee payers a notice containing the amount of the fee, the basis for the fee and a statement that the employee may file an objection to the fee as assessed. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as Union dues are deducted and forwarded by the Employer except that written authorization for deduction of fair share fees is not required. See Article 4 Union Dues.

6.2 The Union represents to the Employer that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established. These procedures will be provided, in writing, to each bargaining unit employee who does not join the Union. These procedures, and all notices associated with these procedures, shall be in compliance with all applicable State and Federal laws and the Constitutions of the federal government and the State of Ohio.

6.3 The Employer assumes no financial obligation arising out of the provisions of this Article, other than to make the deductions provided herein. The Union agrees that it will indemnify and save and hold the Employer harmless from any claims, actions, demands, suits, damages, awards, fines and court costs arising from deductions made by the Employer pursuant to this Article.

ARTICLE 7
P.E.O.P.L.E. CHECK-OFFS

7.1 The Employer agrees to deduct voluntary contributions to the OAPSE/AFSCME Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of those employees covered by this Agreement who provide the Employer with properly completed and signed individual written authorization cards; subject, however, to the following conditions:

- A. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- B. The Employer's obligation to make deductions shall terminate automatically upon the employee's (i) termination of employment; (ii) transfer to a job other than one within the Union; (iii) layoff from work; (iv) departure on an unpaid leave of absence; (v) submission of a written revocation of the authorization; or (vi) resignation from the Union.
- C. Once an employee revokes his authorization, he may not submit a new one until at least one (1) full year has passed.
- D. Such contributions must be deductible in the same amount from each paycheck (i.e., the deductions must be stated in terms of \$ _____ per pay period).
- E. The total of all such deducted contributions shall be forwarded to the OAPSE State Office in accordance with instructions from the local Union President.
- F. The Employer shall not be obligated to make contribution deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the contribution deduction.

7.2 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors made in the processing of contribution deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error was made. If an error is made and timely reported, it will be corrected by deducting the proper amount the next time that contribution deductions would normally be made.

7.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the contribution deductions. The Union hereby agrees that it will indemnify and save and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 8
SENIORITY

8.1 Seniority shall be an employee's uninterrupted length of continuous service with the Employer and its predecessor agencies: Cuyahoga County Community Mental Health Board and Alcohol and Drug Addiction Services Board. An employee shall not be entitled to seniority for the probationary period provided in Article 4. However, upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

8.2 The following occurrence(s) shall be the cause of termination of continuous service seniority:

- A. Voluntary termination.
- B. Discharge for just cause.
- C. Layoff for a period of more than twenty-four (24) consecutive months.
- D. Retirement.
- E. Promotion or transfer to a non-bargaining unit position, unless the employee elects to return to the bargaining unit within the trial period provided in Section 4.5.

8.3 The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after this agreement is signed. Thereafter, the Employer shall notify the Union of any changes to the seniority list.

ARTICLE 9
UNION LEAVE

9.1 Upon written request by the President of the Union, a leave of absence without pay for up to five (5) working days per calendar year may be granted to a maximum of three (3) employees who hold a Union Office to attend a function on behalf of the Union. The Employer must receive a thirty (30) day advance notice.

9.2 In addition to Section 9.1, a leave with pay shall be granted to a total of two (2) elected delegates, to attend the annual OAPSE conference. Each delegate shall be allowed a maximum of three days leave with pay during which the conference is held and which constitute regularly scheduled work days for the employees. Delegates shall be paid only for the number of hours regularly scheduled per work day. Delegates shall not be reimbursed for any expenses to attend such conference, including but not limited to lodging, meals and mileage.

ARTICLE 10
BULLETIN BOARD AND MAILBOX

10.1 The Union shall have access to a locked bulletin board in the Employer's primary location. The bulletin board shall be for the Union's exclusive use in posting notices and announcements relating to Union meetings, Union elections and election results, Union social events and similar administrative subjects. The parties agree that both the Union and the Employer shall retain keys to the bulletin board. Notices of an adversarial or derogatory nature directed toward the Employer or its management, and notices of a political, disruptive or inflammatory nature shall not be permitted. If, in the Employer's judgment, any posting violates this Article, such posting may be removed by the Employer. Except as provided herein, there shall be no other postings or distribution of literature on the Employer's premises except as specifically authorized in writing by the Employer.

10.2 The Employer shall provide the Union with a lockable mailbox for the purpose of Union correspondence.

ARTICLE 11
NO STRIKE/NO LOCKOUT

11.1 During the term of this Agreement, there shall be no strikes, handbilling, work stoppages, slowdowns, delays or job actions instituted by the Union or lockouts instituted by the Employer.

11.2 Should any unauthorized strike, work stoppage or other interruption or curtailment of operations of the Employer occur, there shall be no liability on the part of the Union or any of its officers, provided the Union first meets the following conditions:

- A. The Union shall declare publicly that such action is unauthorized.
- B. The Union shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line.
- C. The Employer shall have the right to discipline or discharge employees engaging in, participating in or encouraging such strike, stoppage or other interruption or curtailment of operations.
- D. When the Employer notifies the Union by certified mail that any of its members are engaged in any of the activities set forth in Paragraph 10.1 of this Article, the Union shall immediately notify all employees that a violation of this Agreement has occurred and continues to occur and shall instruct all employees to immediately return to work.

11.3 The Employer agrees that neither it, nor its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Paragraph 11.1 of this Article.

11.4 If a strike is called, OAPSE shall provide the Employer with proper notice that a strike has been called.

11.5 A Union Steward shall not have any authority to call a strike.

ARTICLE 12
NON-DISCRIMINATION

12.1 The Employer and the Union agree to comply with all applicable local, state and federal anti-discrimination laws and shall not discriminate against any employee in the matter of training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of any legally impermissible reason or because of race, color, creed, national origin, sex, sexual orientation, age, marital status, disability, handicap, political affiliation, reasonable grievance activity or union activity.

12.2 In accordance with the Americans with Disabilities Act ("ADA"), the Employer shall make a reasonable accommodation to an employee's disability.

ARTICLE 13
SUPERVISORS

13.1 Supervisors shall not be assigned to perform overtime work that is generally performed by members of the Union, unless employees in the position needed for the work are unavailable or refuse the overtime work.

ARTICLE 14
MANAGEMENT RIGHTS

14.1 Except as expressly abridged by the specific terms of this Agreement, the Employer reserves all of the rights, options and prerogatives that it had prior to the signing of this agreement, including the sole and exclusive right to determine matters of inherent managerial policy. Such matters of managerial policy include, but are not limited to;

- (1) areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure; and
- (2) the right to direct, supervise, evaluate or hire employees; and
- (3) to determine the number of employees and what jobs or functions they may be required to do and to schedule the work force; and
- (4) to maintain and improve the efficiency and effectiveness of operations, determine the overall methods, processes, means or personnel by which the operations are to be conducted; and
- (5) to make and enforce rules to ensure the orderly and effective operation of the Employer; and
- (6) to discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees; and
- (7) determine the adequacy of the work force, effectively manage the work force; and
- (8) to determine the overall mission of the Employer; and take actions to carry-out the mission of the Employer as a public employer and as a governmental unit; and
- (9) any other rights of the Employer as specified in law including but not limited to R.C.4117.08.

14.2 Unless otherwise modified by this agreement, the parties shall be subject to all rights, protections and obligations of the Employer's personnel policies which shall not abridge or negate the specific terms of the negotiated agreement. The Employer shall discuss any modifications to the Mandatory Bargaining Unit Employment Policies with the Union prior to the effective date of the change.

ARTICLE 15
DRUG AND ALCOHOL PROCEDURES

15.1 The Employer and the Union recognize illegal drug usage and impairment due to alcohol are threats to the safety of the employees and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising there from and, where possible, rehabilitation. It is the intent and obligation of Employer to provide an environment that is productive, safe and free of substance abuse, therefore, the unlawful manufacture, distribution, dispensation, possession or use of alcohol, a controlled substance, or illegal drug on Employer premises or the improper use of legal drugs and alcohol is prohibited.

15.2 Employees will be required to submit to a drug test and an alcohol test where at least two (2) trained supervisors have a reasonable suspicion, based on specific, contemporaneous and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his system and is affected by such alcohol or drug in a detectable manner, including but not limited to, impaired performance of job duties and responsibilities.

15.3 The laboratory performing the tests will preserve any specimen collected for at least three (3) months in order that the employee may, at his/her expense, have the sample sent to another laboratory agreed to by the Employer and the Union. The Employer will pay for the first test. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory, agreed to by the Employer and the Union on the same sample using a methodology selected by the third laboratory. The costs of the third test will be paid by the party whose prior test results were not confirmed. The results of the third test will be final.

15.4 An employee who is required to take a test pursuant to Section 15.2 above will be transported to the testing site immediately and will not be permitted to return to work until the test results confirm that alcohol and drugs are not present in the employee who was tested. The employee will receive pay for his/her regularly scheduled hours of work while attending the test. The employee will be permitted to have a Union representative present during the testing; provided, however, the testing will not be unreasonably delayed (more than one (1) hour) to allow the attendance of the Union representative. Any employee who refuses to submit to an alcohol/drug test shall be terminated immediately.

15.5 The laboratory selected by the Employer to conduct the analysis, and any lab used for confirming tests at the request of the employee, or the Employer must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise and have a demonstrated proficiency in drug and alcohol testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.

- A. The alcohol test will be conducted by using an evidential breath testing device and if a positive finding occurs, a blood sample will be taken of the employee. Any result of 0.04 or higher shall be a positive test. If the evidential breath test is

positive, the employee shall be required to use personal or vacation leave for the time period during which the employee is not at work and awaiting the blood test results. If the blood test is negative, the employee will be restored their accrued leave.

- B. The drug test will consist of two (2) phases:
 - 1. The enzyme multiplied immunoassay technique ("EMIT") shall be used to screen the urine sample or other appropriate test which is industry standard.
 - 2. Any positive result will be confirmed using the gas chromatography/mass spectrometry ("GC/MS") tests.
- C. The threshold limits used by the United States Department of Health and Human Services shall be employed in drug testing to determine the quantity of drugs in the specimen necessary to have a positive result.
- D. If the test of the employee is negative (below the threshold) all records of the test and the entire incident will be expunged. A notarized letter will be sent to the employee by certified mail notifying him/her of the expungement.

15.6 Employees shall be paid at their regular rate of pay for all hours that the employee is required to be present, including reasonable travel time. The minimum paid time will be one (1) hour.

15.7 Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Employer's rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and/or alcohol use. The employee will be referred to a treatment program. Once treatment is completed and the employee is released to return to work, the employee shall be subject to random drug testing for a period not to exceed two (2) calendar years. During this time period, if the employee tests positive for the substance that is being treated, the employee will be terminated immediately.

15.8 All information regarding drug or alcohol testing results will be kept confidential to the extent permitted by law. The Chief Executive Officer, Director of Human Resources and the employee's immediate supervisor will be informed of the results. Permanent records will be at the Employer's central office. All drug test results are reviewed and interpreted by a physician, who shall be known as the Medical Review Officer ("MRO"), before they are reported to the Employer. If the lab reports a positive result to the MRO, the MRO shall contact the employee, either in person or via telephone, and conduct an interview to determine if there is an alternate medical explanation for the drugs found in the employee's urine specimen.

15.9 If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a controlled substance, the drug test will be reported as

negative. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered, however, a determination of work violations will be made and may still result in the employee remaining off duty until such time as the employee can properly perform his/her work responsibility as certified by the prescribing physician.

15.10 Should the employee test positive, s/he will be referred to a treatment program. The employee cannot return to work until s/he has been evaluated by a substance abuse professional or MRO, and has complied with recommended rehabilitation and has a negative test result on a return-to-duty drug test. Any employee who tests positive to drug/alcohol abuse and refuses treatment will be terminated immediately. The Employer may implement follow-up-testing procedures to monitor the employee's continued abstinence from drug use, including random testing for a period not to exceed two (2) calendar years. Employees who test positive during this time period will be terminated immediately.

15.11 Employees who are subject to discipline as a result of drug or alcohol abuses testing pursuant to Section 15.2 are entitled to contest the reasonableness of the discipline through the Employee Grievance Process.

15.12 Employees considered for hire after July 1, 2009, shall be subject to pre-employment drug and alcohol screening as a condition of employment.

15.13 The Employer shall make available to all bargaining unit employees, at no cost to the employees, educational workshops addressing the adverse health and safety consequences of alcohol and drug use. Such educational workshops shall be offered at least twice per calendar year, and shall be presented by a qualified third party.

ARTICLE 16
DISCIPLINE/RULES OF CONDUCT

The Employer requires that all employees perform their duties in a professional manner and conduct themselves in such a way as to advance the goals of the Employer.

16.1 The Employer reserves the right to discipline, suspend or discharge employees for just cause. The Employer further reserves the right to adopt reasonable rules and regulations, governing employee conduct and to discipline, suspend or discharge employees for violating the same. The Union retains the right to grieve the implementation of any rule or regulation on the basis of its reasonableness as a violation against the express terms of this Agreement or failure of the Employer to apply such rules and regulations in a fair and consistent manner. Employees and the local Union President and /or Chief Steward shall be provided with notice of any Employer initiated rules and regulations ten (10) consecutive working days prior to implementation.

16.2 Not inconsistent with the terms of this Agreement, in order to promote fair and impartial treatment of all employees subject to discipline, it is important that work rules be clearly understood as well as penalties for certain types of unacceptable behavior. Discipline is not intended to be punitive. It is instead intended to help employees correct unacceptable behavior and ensure that the Employer is staffed with competent, conscientious and concerned personnel.

16.3 Discipline procedures and the Rules of Conduct as listed in the Mandatory Bargaining Unit Employment Policies include (but are not limited to) situations that can subject an employee to discipline and are listed by categories. Employees who are subject to discipline are entitled to contest the discipline through Article 17, Grievance Procedure.

16.4 The principles of progressive discipline shall be followed, with oral warning prior to written warning, and written warning prior to suspension and suspension prior to termination in all Category I offenses, and written warning prior to suspension prior to termination for all Category II offenses, except for those offenses of such a serious nature as listed in the Handbook under Category III that they justify discharge without regard to the employee's previous discipline history. Deviation may become necessary due to the nature of the infraction.

16.5 Discipline Process:

- A. **Step One:** Any employee may be requested by the Employer to submit to an interview or other form of questioning. Where the employee reasonably believes the interview or questioning may result in disciplinary action against the employee, that employee shall be entitled, upon request, to have a Union representative present, either in person or, if that not be practical, by telephone. The employee shall further have the right to confer for up to fifteen (15) minutes with his Union representative prior to submitting to questioning by the Employer. The employee may waive, in writing, the presence of the Union Steward in Step One (1) of the disciplinary process.

- B. **Step Two:** Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which s/he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purposes of the suspension only.
- C. **Step Three:** An employee shall be given a hand-delivered copy of any written warning, reprimand or other disciplinary action entered on his personnel record within seven (7) days from the date the action was taken. Should the employee be unavailable for the hand-delivered copy, the notice shall be sent to the employees last known address as shown on the records of Human Resources by certified U.S. mail, return receipt requested. Simultaneously, a copy will be sent to the local Union President and/or Chief Steward. The employee shall be deemed to have received such notice if the Employer follows the procedures of this paragraph within seven (7) days. Notice of all disciplinary actions as described in the Personnel Policy handbook when imposed upon a bargaining unit member will require notification to the local Union President and/or Chief Steward.

ARTICLE 17
GRIEVANCE PROCEDURE

17.1 It is mutually agreed that the prompt presentation, adjustment and answering of grievances are in the interest of sound relations between the employees and the Employer. Prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedures as an orderly means of resolving grievances. Actions by the Employer or the Union solely designed to frustrate or weaken the Grievance Procedure are improper.

17.2 A grievance is a dispute or difference between the Employer and the Union or between the Employer and an employee involving the interpretation and/or application of and/or compliance with any provision of this Agreement and/or the Mandatory Bargaining Unit Employment Policies.

17.3 Disputes between the Employer and the bargaining unit employee should first be addressed with the employee's immediate supervisor and/or chief. If the dispute cannot be resolved with the employee's supervisor and/or chief, the bargaining unit employee may file a formal grievance.

17.4 When a grievance arises, the following procedure shall be followed:

A. **STEP ONE:** A grievance from an Employee or from the Union shall first be presented in writing by a Union Steward to the Employer's Director of Human Resources or to the Employee's supervisor within ten (10) days after the Employee or the Union, as the case may be, learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The grievance form shall set forth the details of the grievance (i.e., the fact(s) upon which it is based, the date(s) of the alleged violation, the Article(s) allegedly violated, the approximate time of occurrence and the relief and remedy requested). The grievance shall be dated and signed by the Employee(s) and the Steward. Within seven (7) days after receiving the initial written grievance, the Employer shall provide a written answer to the Union.

STEP TWO: If the grievance is not satisfactorily settled at Step One, it shall be presented to the Chief of the Division in which the Employee works or in which the issue has arisen within seven (7) days after issuance of the Step One answer. Within seven (7) days after receiving a written Second Step grievance, the Chief shall meet with the Union to discuss the grievance and shall provide a written answer to the Union within three (3) days of said meeting.

STEP THREE: If the grievance is not satisfactorily settled at Step Two of the Grievance Procedure, it shall be presented to the Chief Executive Officer, within seven (7) days after issuance of the Step Two answer. Within seven (7) days after receiving a written Third Step grievance, the Chief Executive Officer

shall meet with the Union to discuss the grievance and shall provide a written answer to the Union within three (3) days of said meeting.

STEP FOUR: If the grievance is not satisfactorily settled at Step Three of the Grievance Procedure, the Union may, by written notice to the other party within thirty (30) days after conclusion of Step Three of the Grievance Procedure, demand arbitration of the grievance. In the event that the parties, within ten (10) days after such demand is made, are unable to agree upon an arbitrator, the parties shall request a panel of fourteen (14) arbitrators from the American Arbitration Association (AAA). In the event that either party finds all of the names on said panel to be unacceptable, the other party will be so advised and a request for a second panel of fourteen (14) arbitrators shall be made to the AAA. Each party may strike the entire panel no more than two (2) times.

- B. Within twenty (20) days after receipt of a mutually agreeable panel of fourteen (14) arbitrators, the parties, will strike unacceptable arbitrators from the panel, will numerically rank the remaining arbitrators, and forward the edited list to AAA. AAA will notify the parties of the arbitrator who shall serve as the arbitrator for the pending grievance. If, for some reason, the arbitrator who is chosen is not available to conduct a hearing on the grievance, the selection procedures described above shall be repeated. Court reporter fees, accrued during the arbitration, will be shared equally between the parties.
- C. The decision of the arbitrator shall be final and binding on both parties to this Agreement and enforceable in any Court of competent jurisdiction. The compensation and expenses of the arbitrator shall be paid by the losing party as designated by the arbitrator.
- D. GRIEVANCE MEDIATION.
 - 1. Any grievance which has been appealed to arbitration may upon agreement of the parties be referred to grievance mediation as provided herein.
 - 2. If grievance mediation is agreed to, the parties shall attempt to select a mediator by mutual agreement. If they are unable to agree on a mediator, then they shall jointly request that the Federal Mediation and Conciliation Service appoint a mediator at no cost to either party.
 - 3. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the mediation shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party submitting them at the conclusion of the conference.

4. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. Any such advisory opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator or the parties, and no settlement offers made by the parties, may be referenced or introduced into evidence at any subsequent arbitration.

17.5 In the event that the grievance is modified at any Step, the grievance shall be resubmitted to the previous Step of the Grievance Procedure.

17.6 The initiation of a grievance procedure tolls the disciplinary action until the grievance is resolved through Step Three of the grievance procedure. The Employer shall initiate the penalty assessed by the Employer if the grievance process is not resolved at Step One, Two or Three of the Grievance Procedure.

17.7 In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, application of and/or compliance with the provisions of this Agreement, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority to modify in any way any of the provisions of the Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

17.8 All decisions which are consistent with the provisions of this Article, and all pre-arbitration grievance settlements reached by the Union and the Employer, shall be final, conclusive and binding on the Employer, the Union and the Employee(s); provided however, that the Union may elect to withdraw a grievance which it has filed or filed on behalf of a member of the bargaining units at any time during the grievance process. Further, the parties may elect to settle a grievance on a non-precedent setting basis, case by case.

17.9 The time limits set forth in the Grievance Procedure may be extended by mutual written agreement of the Employer and the Union. Only grievances which are timely presented and processed by the Union shall be considered proper grievances under this Agreement and shall be arbitrable. Should the Employer fail to respond to a timely filed grievance, or a grievance properly advanced, said failure shall be deemed to be an answer denying the grievance. In such event, the Union shall proceed to the next step in the Grievance Procedure as though an unsatisfactory response had been received on the last day on which an answer could have been timely provided. In determining the time period provided for under the Grievance Procedure, the day on which the grievance arose shall be excluded.

17.10 All Step One, Step Two, and Step Three grievance meetings under this Article shall be scheduled during regular working hours and the aggrieved employee (so long as the grievance is filed on behalf of, and is personal to only one (1) employee), the Union Steward and the Union President (if they attend the meeting) shall not lose any regular straight time pay as a result of their attendance. In addition, the aggrieved employee, the Union Steward, the Union

President (or his designee) and up to two (2) employee witnesses will be given time off with pay in order to attend an arbitration hearing.

ARTICLE 18
LABOR MANAGEMENT COMMITTEE

18.1 A Labor Management Committee shall be established. The purpose of the committee will be to discuss concerns of either the Union or the Employer and for which there is no pending grievance.

18.2 The Union will be entitled to three (3) representatives and the employer to three (3) representatives. The committee will meet as needed but no more frequently than quarterly. Either side reserves the right to request additional meetings which shall be held if mutually agreed upon. Agenda items shall be submitted no later than one week prior to the meeting. Meetings will be scheduled during regular business hours of the employer. Official minutes will be taken at every Labor Management Committee meeting.

ARTICLE 19
PART-TIME EMPLOYEES

19.1 The employer may create part-time employment positions whose hours will be regularly scheduled, Monday through Friday, and limited to no less than twenty (20) nor more than twenty-nine (29) hours per work week. The Employer will be limited to the creation of six (6) part-time hourly positions for the period of the agreement.

19.2 The Employer is expressly limited to the creation of part-time positions which are not created from the restructuring of full-time salaried bargaining unit positions to part-time hourly employment.

19.3 If it has been determined that a part-time employee has been requested to work more than twenty-nine (29) hours a week for four (4) months, then that employee's position will be examined by the Union and the Employer for consideration of reclassification as full-time employee.

ARTICLE 20
TEMPORARY TRANSFERS

20.1 Should temporary transfers become necessary, the Employer shall endeavor to ensure that such transfers do not exceed sixty (60) consecutive working days and in no event shall a temporary transfer exceed five (5) months without the Union's consent. A temporary transfer shall first be offered to the employee who, in the Employer's judgment, is most qualified to hold the position. If, in the Employer's judgment, two (2) or more employees are qualified, then the most senior employee shall first be offered the position.

20.2 If an employee is temporarily assigned to work in a different position, the employee shall receive for all hours worked in that position either his regular rate of pay or the rate of pay for the other position, whichever is higher.

ARTICLE 21
JOB DESCRIPTIONS/NEW AND CHANGED JOBS

21.1 If substantial changes occur in the method of operations, tools or equipment of a job, or if a new job is established within the general scope of the work performed by member of the Union, the Employer will establish and describe the content of the job and will establish a pay structure for that job and implement the job. "Substantial change" includes, but is not limited to, permanent (one hundred twenty (120) calendar days or more):

1. modification of tasks required that result in a material change which necessitate additional skills; or
2. material changes that impact the kind or nature of work duties and responsibilities; or
3. assignment of tasks previously and primarily assigned to non-bargaining unit supervisors or administrators;

Content of the job and the pay structure shall then be reviewed with the Union. If the Union does not agree with the position or the rate of pay for the job, it may file a grievance at Step Two of the Grievance Procedure within seven (7) days following the termination of discussions between the parties. If the grievance is arbitrated, the arbitrator shall have the authority to determine the proper position and rate of pay for the job.

21.2 If a Union member's job substantially changes and such changes are substantial modifications from the original job description, the Employer must review, with the Union, the pay structure for the modified job and develop, or assign to an existing pay range, a rate of pay commensurate with the new and changed job duties. Substantial changes to a union member's job shall not occur due to the reassignment of those job duties to another bargaining unit member. "Substantial" or "substantially" has the same meaning as defined in Article 21.1.

21.3 Each job description shall list the major or central duties of the particular job and shall include all functionally related duties.

21.4 The Employer agrees to provide a current job description to every employee at the time of hire, transfer, or promotion. The Employer will make available to the Union copies of all current bargaining unit job descriptions.

ARTICLE 22
JOB OPENINGS

22.1 For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job description/position, a newly-created job or an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment.

22.2 Whenever a vacancy occurs, notice of such vacancy shall be posted for a period of ten (10) consecutive working days, not including the date of posting. During the posting period, any employee within the bargaining units wishing to apply for the vacant position shall do so by making written application to the Human Resources Department. Postings shall contain the minimum requirements for the position as set forth in the job description, the base salary band and whether the position is within either of the Bargaining Units covered by this Agreement (and, if so, which one).

22.3 Applications received within ten (10) days of initial posting shall be reviewed by the Employer. Internal applicants who meet the minimum qualifications contained in the posting will be interviewed. If, in the judgment of the Employer, none of the internal applicants possess the desired attributes, the Employer, may also seek and consider applicants who are not already employees. The position shall be awarded to the individual who, in the Employer's reasonable judgment, is the best qualified candidate. The Employer shall give preference to existing employees over new hires. In the event none of the internal applicants possess minimum qualifications, the Employer shall inform the internal applicants by written notification as to their non-selection. In the event two (2) or more internal applicants are, in the Employer's judgment, deemed to be relatively equal in qualifications, the position shall be awarded to the applicant with the greatest seniority. In the event the Employer determines that none of the applicants possess the needed skills and ability, the Employer shall have the option of re-posting and re-advertising the vacancy and/or leaving the position vacant. After the selection process has been successfully completed, a notice will be posted identifying the individual selected for the position.

22.4 An internal employee hired or selected under this Article shall be considered to be qualified for the position when the minimum probationary period of sixty (60) days of active, full time employment is completed.

ARTICLE 23
LAYOFFS

23.1 Whenever it is necessary or advisable for the Employer to reduce the size of the workforce (whether due to lack of work, lack of funds or other reasons), the Employer may lay off employees based on the employees' ability to perform the available work and the needs of the Employer. The Employer shall layoff less senior employees before laying off employees with more seniority. The Employer shall have the right to use its reasonable discretion in evaluating the foregoing factors when decisions are made concerning layoffs; provided, however, that part-time, temporary, casual, seasonal, contractual (contractual means individuals who are not employees but who are hired as independent contractors to perform bargaining unit work in the classification subject to layoff), and probationary employees shall be laid-off before regular, full-time employees. During the time that any bargaining unit employees are on layoff, the Employer may only employ transitional employees in the classifications of receptionist or administrative assistant.

23.2 Any Employee who is laid off pursuant to Paragraph 23.1 of this Article shall have the right to "bump" any less senior employee in any job position, provided the laid-off employee meets the minimum and preferred qualifications to perform such job. Any employee who elects to "bump" a less senior employee shall be paid the same amount as was being paid to the bumped employee.

23.3 The Employer shall provide notice to the Union President of impending layoffs at least five (5) work-days prior to notifying the employee(s) and, upon request, shall meet with the Union President to review the layoff and bumping process as it affects bargaining unit staff.

23.4 Whenever possible, an employee shall be given a minimum of two (2) weeks advance notice of a layoff.

23.5 In the event an employee is laid-off, s/he shall receive payment on a pro-rata basis for any earned, but unused, vacation as quickly as practicable, no later than thirty (30) calendar days after the layoff.

23.6 The Employer shall not use part-time, temporary, seasonal, contractual, transitional, casual or substitute personnel to replace a Union member on layoff.

ARTICLE 24
RECALL FROM LAYOFF

24.1 Employees shall be recalled by job position or department in the inverse order of layoff.

24.2 Whenever possible, an employee on layoff will be given ten (10) days' notice of recall from the date on which the Employer sends the recall notice to the employee. The recall notice shall be sent by certified mail to the employee's last known address as shown on the records of the Human Resources Office.

24.3 Employees shall be eligible for recall for a period of twenty-four (24) months from the date of layoff. Laid off employees shall be sent notice of any job vacancies occurring while they are eligible for recall. The Employer shall be responsible for sending any job vacancy notices to laid off employees and shall send such notices by mail.

ARTICLE 25
WAGES

25.01 The salaries for bargaining unit employees shall be based upon the following salary ranges beginning January 1, 2017 through December 31, 2019, provided that no bargaining unit employee will be denied the full effect of the wage increases set forth herein even if such increase(s) would result in a salary that exceeds the Maximum Salary for the Job Title:

Grade	Job Title	Minimum Salary	Mid-Point Salary	Maximum Salary
5	Accountant	46,401	61,868	77,334
	Client Rights Officer II	46,401	61,868	77,334
	Clinical Adult Utilization Review Specialist	46,401	61,868	77,334
	CIT Program Officer	46,401	61,868	77,334
6	Adult Behavioral Health Specialist II	46,149	61,533	76,915
	Adult Behavioral Health Specialist II (Criminal Justice)	46,149	61,533	76,915
	Adult Behavioral Health Specialist II (Residential)	46,149	61,533	76,915
	Clients Affairs Officer	46,149	61,533	76,915
	Evaluation & Research Officer	46,149	61,533	76,915
	Grants & Evaluation Officer	46,149	61,533	76,915
	Network & Systems Specialist	46,149	61,533	76,915
	Programmer/Database Specialist	46,149	61,533	76,915
	Training Officer	46,149	61,533	76,915
7	Adult Behavioral Health Specialist I	46,044	61,392	76,739
	Behavioral Health Prevention Specialist	46,044	61,392	76,739
	Children's Behavioral Health Specialist	46,044	61,392	76,739
	Data Quality Specialist	46,044	61,392	76,739
	External Affairs Officer	46,044	61,392	76,739
8	Facility Inspector	32,772	43,696	54,620

9	Accts. Payable Specialist	31,518	42,027	52,536
	Administrative Asst. II	31,518	42,027	52,536
	Claims/Membership Specialist	31,518	42,027	52,536
	Resource Specialist	31,518	42,027	52,536
10	OPEN	30,498	40,664	50,830
11	Receptionist	29,475	39,300	49,124

25.02 For the period effective January 1, 2017 through December 31, 2017, bargaining unit employees shall receive a salary increase of two percent (2%) of current salary.

25.03 The contract shall reopen on the issues of wages for the period effective January 1, 2018 through December 31, 2018.

25.04 The contract shall reopen on the issue of wages for the period effective January 1, 2019 through December 31, 2019.

25.05 Any bargaining unit employee who believes that his/her salary is not externally competitive, internally equitable, and/or fairly administered, shall be entitled to appeal his/her salary to the Director of Human Resources who will review the salary determination with the Chief Financial Officer who will recommend an appropriate salary. The recommendation of the Chief Financial Officer shall be reviewed by the Chief Executive Officer who will authorize an appropriate salary range assignment and proper placement on that range and an effective date of such. The determination of the Chief Executive Officer shall be final.

25.06 The Chief Executive Officer Memorandum of August 12, 2005, regarding Increases for New Bargaining Unit Employees is fully incorporated herein as if fully rewritten.

25.07 Each bargaining unit employee shall be paid an annual longevity stipend as follows:

A lump sum bonus of four hundred dollars (\$400.00) shall be paid to each bargaining unit member on the first payday following the member's anniversary date after five (5) years of continuous service with the Employer. This amount shall be increased by seventy-five dollars (\$75.00) each consecutive year to a maximum not to exceed seven hundred and fifty dollars (\$750.00) per year in 2017, one thousand dollars (\$1000.00) per year in 2018, and one thousand two hundred and fifty dollars (\$1250.00) in 2019.

25.08 The parties agree to create a working committee for the purpose of exploring the feasibility of incorporating a merit or performance component to additional wage increases. Any recommendations of the committee that would become effective during the duration of this successor agreement would require the approval of bargaining unit employees in the form of a MOU.

ARTICLE 26
INSURANCE

26.1. If an employee is hired on the 1st of the month, the employee's health insurance coverage will become effective that month. If an employee is hired the 2nd of the month or later, the employee's coverage will become effective the 1st of the following month.

26.2 An eligible employee is defined as a full time employee covered by this Agreement. The Employer shall be responsible for enrolling all eligible employees in the Plan once during each Plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

26.3 Employee contribution for premium cost shall be based upon the Cuyahoga County Administration Benefits Allowance.

26.4 An employee not needing health coverage under the FlexCount Plan offered by the Employer may elect to drop health care coverage and receive in his/her gross pay an Opt-Out Allowance.

26.5 The Employer shall be entitled to increase the cost containment features of the FlexCount Plan provided cost containment shall not result in a reduction of benefit levels.

26.6 At such time as Cuyahoga County offers a Vitality Health and Wellness program again, the Employer shall offer this County program to the bargaining unit employees.

ARTICLE 27
HOURS OF WORK

27.1 The normal work week for full-time employees under this Agreement shall consist of thirty-five (35) hours in five (5) consecutive days and of seven (7) hours each day, exclusive of the time allotted for lunch, during the period starting 12:01 A.M., Monday to Midnight, Sunday.

27.2 The normal work week for part-time employees shall consist of no less than twenty (20) hours and no more than twenty-nine (29) hours per week.

27.3 All full-time employees shall be allowed one (1) uninterrupted hour for a scheduled lunch period, except for other schedules mutually agreed upon between the Employer and Employee.

27.4 All part-time employees shall be allowed one (1) uninterrupted hour for a scheduled lunch period, provided at least five (5) hours are worked in any given day.

27.5 All employees shall be allowed one (1) fifteen (15) minute rest period for each three and one-half (3.5) hours of the work day at a time designated by the employee's supervisor.

27.6 In the event it is necessary for the employer to change the hours of work starting or quitting time of any shift or schedule of hours, the Employer shall notify the Union of said changes.

27.7 Nothing in this Article shall be construed as guaranteeing pay for hours not actually worked.

27.8 An employee who works at least three and one-half (3.5) hours beyond their normal quitting time, shall be entitled to one (1) additional fifteen (15) minute break.

27.9 Employees may work flexible starting times from 7:30 am. to 10:00 am. provided a total of seven (7) hours per day is accumulated, exclusive of the time allotted for the lunch hour. Regardless of the flexible schedule, employees must work during the core period of 7:30 a.m. to 6:00 p.m. Employees who do not work the full seven (7) hours (exclusive of the lunch period) and do not use other paid leave will be subject to the Attendance and Punctuality Policy.

27.10 The working schedule shall not allow the employee to begin work before 7:30 am. The Employer shall not be required to extend the hours in which the building is accessible to employees or visitors to accommodate flexible scheduling for employees.

27.11 The Union recognized that some positions may require core hours which are more restrictive than those set forth in Paragraph 27.9 of this Article. In the event the Employer so determines, it agrees to notify the Union thereof and to meet with the Union to discuss the same.

ARTICLE 28
COMPENSATORY TIME

28.1 Employees may earn compensatory time for all hours actually worked in excess of seven (7) hours in one (1) day.

28.2 Compensatory time earned must be approved in advance by the employee's immediate supervisor and such approval must be documented on appropriate forms described in 28.3. Compensatory time shall be earned only for required attendance at meetings, workshops, conferences, etc. In addition, compensatory time shall be earned by employees for scheduled time required over and above their regularly scheduled hours of work.

28.3 Prior approval by the employee's immediate supervisor must be documented on the compensatory time earned forms obtained from the Human Resources Department. Compensatory time will not be unreasonably denied if prior approval was not obtained because of circumstances beyond the control of the employee, however subject to supervisor's final approval.

28.4 Compensatory time will be earned in increments of one and one-half (1.5) hours for each approved hour actually worked in excess of seven (7) hours per day.

28.5 Compensatory time off shall be charged in minimum increments of one-quarter (.25) hour. Compensatory time off will be granted at a time mutually convenient to the employee and the supervisor and must be used within one hundred eighty (180) days.

28.6 At the time of separation, the employee shall be paid for compensatory time earned.

28.7 Employees must receive prior approval from their immediate supervisor to use any earned compensatory time.

28.8 Employees must request to use compensatory time within one-hundred and eighty (180) days of the pay period which the time was accrued. If and when compensatory time off is denied, the supervisor and the employee will meet immediately to reschedule compensatory time off. At that time, the employee must request an alternate time to be scheduled off within the next 60 days. If the supervisor denies the second request, the employee shall be paid on the second pay date following the denial.

ARTICLE 29
HOLIDAYS

29.1 All employees shall be entitled to the following holidays: New Year's, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and any other days designated by an act of the President of the United States and/or Governor of the State of Ohio and other days or portions of days as authorized by the Chief Executive Officer.

29.2 Holidays falling on Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

29.3 To be entitled to holiday pay, an employee must be in active pay status during the week in which the holiday occurs.

29.4 An employee who does not work on a recognized holiday shall receive pay for their regularly scheduled hours of work at the employee's regular hourly rate.

29.5 If a holiday occurs during a period of vacation leave, the employee will receive holiday pay and will not be charged a vacation day.

29.6 If a holiday occurs during a period of paid sick leave, the employee will receive holiday pay and will not be charged for sick leave.

29.7 Payment will not be made for a holiday which occurs during any other leave of absence.

ARTICLE 30
VACATION

30.1 All regular, full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of service (Employer and Public) as follows:

- A. After one (1) year but less than three (3) years: eighty-four (84.0) working hours or twelve (12) days at their appropriate daily rate.
- B. Three (3) years but less than five (5) years: one hundred five (105.0) working hours or fifteen (15) days.
- C. Five (5) years but less than fifteen (15) years: one hundred forty (140.0) working hours or twenty (20) days.
- D. After fifteen (15) years: One hundred seventy-five (175.0) working hours or twenty-five (25) days.

30.2 All part-time employees shall be granted vacation leave each year based upon scheduled work hours and length of service. For example, an employee scheduled to work forty (40) hours biweekly shall earn:

- A. One (1) to three (3) years, inclusive: twenty-four (24) working hours or six (6) days at their appropriate daily rate.
- B. Three (3) to five (5) years, inclusive: thirty-two (32) working hours or eight (8) days at their appropriate daily rate.
- C. Five (5) to fifteen (15) years, inclusive: forty (40) working hours or ten a (10) days at their appropriate daily rate.
- D. After fifteen (15) years, inclusive: fifty-two (52) working hours or thirteen (13) days at their appropriate daily rate.

30.3 An employee shall not become eligible for vacation leave until s/he has completed at least six months of employment with the Employer. If an employee's employment is terminated, voluntarily or involuntarily, prior to the taking of his/her vacation, s/he shall receive the value of any fully earned, but unused, vacation leave which s/he has accrued under Paragraph 30.1 of this Article. Any employee who resigns without giving the Employer at least two (2) weeks' advance written notice shall forfeit any unused vacation leave. In case of the death of an employee, the unused vacation shall be paid to his/her estate.

30.4 For full-time employees vacation is credited after each pay period after seventy (70) hours of active pay status at the rate of:

- A. Three and twenty-three one hundredths (3.2308) hours for those entitled to eighty-four (84.0) hours.
- B. Four and three one-hundredths (4.0385) hours for those entitled to one hundred and five (105.0) hours.
- C. Five and thirty-eight one hundredths (5.3846) hours for those entitled to one hundred forty (140.0) hours.
- D. Six and seventy-three one hundredths (6.7308) hours for those entitled to one hundred seventy-five (175.0) hours.

30.5 For part-time employees, vacation is credited after each pay period. Part-time employees shall receive:

- A. One (1) to three (3) years: two hundredths (0.0231) hours for each hour worked.
- B. Three (3) to five (5) years: three hundredths (0.0301) hours for each hour worked.
- C. Five (5) to fifteen (15) years: three hundredths (0.0385) hours for each hour worked.
- D. After fifteen (15) years: five hundredths (0.0500) hours for each hour worked.

30.6 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

30.7 The Employer reserves the right to establish reasonable rules and procedures regarding the scheduling of vacations. Vacation leave must be approved in advance by the employee's immediate supervisor.

30.8 Vacation credit may be accumulated up to a maximum of that earned in the three (3) years [i.e., thirty-six (36) months]. All employees are encouraged to take vacation leave during the year in which it is accrued. Any vacation leave not taken in accordance with this paragraph shall be forfeited. In no instances shall vacation leave be carried over for more than three years. Employees shall forfeit their right to take or to be paid for any vacation leave which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employees' leave balance.

30.9 Vacation leave is earned only during the time the employee is in active pay status.

30.10 Vacation leave shall be charged in minimum increments of one-quarter (.25) hour.

30.11 Employees who move from a public agency which has a policy for vacation leave accrual purposes of honoring its new hires' length of service with the prior public employers (i.e., a "Reciprocating Agency") will be credited, for the purposes of vacation leave hereunder, with

their prior length of service with the Reciprocating Agency, provided (i) the time between separation and appointment does not exceed ten (10) years; and (ii) the Reciprocating Agency verifies, in writing, the length of service the employee had earned. Employees who resign and then subsequently return to active employment with the Employer within ten (10) years from the date of separation, for the purposes of vacation leave only, shall be credited with the length of service the employee had as of the date of separation.

30.12 When two (2) or more employees request vacation leave for the same period, vacation time will be granted to the employee whose vacation request was received first by the supervisor. Where both requests are received simultaneously, approval will be granted based upon seniority: vacation leave will be denied if it places a hardship on the Employer and/or the employee's working unit or if another employee request was approved first. Once vacation leave is approved it cannot be unilaterally revoked. In the event a request is denied, the supervisor will put, in writing to the employee, the reason(s) the request is being denied.

ARTICLE 31
PERSONAL DAYS

31.1 Full-time employees will be granted twenty-one (21.0) hours of paid personal leave time annually (January 1st through December 31st). Paid personal leave shall be charged in minimum increments of one-quarter (.25) hour and may be used for any reason, provided the employee gives his supervisor at least one (1) hour advance notice of his intention to take paid personal leave time, unless an emergency precludes appropriate notice. No personal leave time may be used until an employee has completed his/her probationary period.

31.2 Part-time employees will be granted paid personal leave based on one hundredth (0.0116) hours earned for each hour worked.

31.3 When personal leave is used, it shall be deducted from the employee's unused balance. Employees shall receive notice of their remaining personal leave balance quarterly.

31.4 A newly-appointed, full-time employee shall be credited with a maximum of twenty-one (21.0) hours of personal leave. This amount shall be prorated based upon the employees' date of hire and the number of hours they are regularly scheduled to work per week. For example, an employee who is hired on July 1st will be credited with ten and one half (10.50) hours of personal leave time.

31.5 A newly appointed, part-time employee shall be credited with personal leave based on regular scheduled hours of work, on a prorated rate as to the date of hire. A part-time employee who is hired on July 1 and scheduled to work 40 hours biweekly will be credited with six and three one-hundredths (6.032) hour of personal leave.

31.6 Employees shall be compensated the second pay period in January for all unused personal leave left over from the prior year.

ARTICLE 32
CALAMITY DAYS

32.1 Whenever the Employer elects to close its offices (or any portion thereof) because of an emergency, public calamity, epidemic or other act of God, all affected employees normally scheduled to report to work on those days shall be paid their appropriate rate of pay.

ARTICLE 33
COURT & JURY LEAVE

33.1 The Employer shall grant court leave with full pay when an employee is summoned for jury duty by a court of competent jurisdiction, or is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.

33.2 Any employee who is appearing before a court or other legally constituted body in matters in which s/he is a party may be granted personal, vacation leave, or leave of absence without pay. Such instances would include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody hearings or appearances as directed as a parent or guardian of a juvenile.

33.3 Employees who are in a probationary period will have their probationary period extended by the number of days spent on jury duty.

33.4 Upon being subpoenaed or summoned pursuant to Article 30.1, the employee shall notify and submit a copy of such to his/her supervisor with a copy to the Office of Human Resources as to the beginning date of such duty. The employer requires certification for all dates of attendance.

33.5 If the employee does not submit the certification of attendance, employee will be required to use paid leave time, excluding sick leave, for all time paid in accordance with the court leave request.

33.6 Upon completion of jury duty, the employee must submit a statement of earnings from the Court which states the number of days spent on such duty and the amount paid to the employee. The employee must then submit an amount equal to compensation received from the Court to the Department of Human Resources.

33.7 If the employee does not submit the compensation received from the jury duty, this amount will be automatically deducted from the employee's next pay.

ARTICLE 34
PAID SICK LEAVE

34.1 Regular, full-time employees shall accrue paid sick leave as follows:

Four and three one hundredths (4.0385) hours for each seventy (70) hours of service in active pay status, inclusive of holidays, vacations and paid leaves. No paid leave will accrue during unpaid leaves of absence, layoff, disciplinary suspensions or other times when an employee is not in active pay status.

34.2 Part-time employees shall accrue paid sick leave at a rate of five one hundredths (0.0577) hours for each paid hour of service, inclusive of holidays, vacations and paid leaves. No paid leave will accrue during unpaid leaves of absence, layoff, disciplinary suspensions or other times when an employee is not in active pay status.

34.3 An employee who moves from a public agency that has a policy of honoring its new hires' accumulated unused sick leave time (i.e., a "Reciprocating Agency"), to the Employer will be credited with their unused balance of accumulated sick leave with the Reciprocating Agency, provided (i) the time between separation and appointment does not exceed ten(10) years; (ii) the employee has not been paid for the unused leave; and (iii) the Reciprocating Agency verifies, in writing, the number of hours the employee had remaining. Employees who resign and then subsequently return to active employment with the Employer, within ten (10) years from the date of separation, shall have all previously accumulated, but unused, sick leave credited to them, provided (i) the employee has not been paid for sick leave (as specified in this paragraph); (ii) the employee did not transfer and use the accumulated sick leave with another Agency; and (iii) employees who separate and avail themselves of the severance benefits contained herein shall not receive credit for unused sick leave.

34.4 Sick leave may be accumulated without limit. Employees of the ADAMHS Board may elect, at the time of voluntary separation from active service with the ADAMHS Board, and with ten or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of voluntary separation and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. The aggregate value of accrued but unused sick leave credit that is paid in this situation shall not exceed, for all payments, the value of thirty days of accrued but unused sick leave.

34.5 The Employer will furnish each employee with quarterly written statements showing the amount of paid leave the employee has accrued. Any errors or omissions in such statements must be reported in writing to the Director of Human Resources within sixty (60) days of receipt of the statement, or else the employee shall be forever barred from challenging the accuracy thereof.

34.6 Paid leave shall be charged in minimum increments of one-quarter (0.25) hour, and may be used for the following purposes:

- A. The illness or injury of the employee or of a member of the employee's immediate family.
- B. Medical examinations or treatments involving the employee or a member of the employee's immediate family.
- C. Pregnancy and/or childbirth and related conditions.
- D. When, through exposure to a contagious disease, as verified by a physician's statement which shall be submitted upon the employee's return to work, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.

34.7 An employee's immediate family is defined as: mother, father, sister, brother, child, spouse, domestic partner (i.e., one who lives with the employee and who stands in the place of a spouse), grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, daughter-in-law, son-in-law, sister-in-law, legal guardian or other person who stands in place of a parent (loco parentis) where paid leave is requested to care for members of an employee's immediate family and such care requires the employee to be absent for three (3) or more consecutive days, the Chief Executive Officer may require that the employee submit a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

34.8 If a family member's condition continues beyond the employee's accrued paid leave, the employee may be granted an unpaid leave of absence pursuant to the Family and Medical Leave Act ("FMLA"), provided that the requested unpaid leave meets the requirements thereof. Any paid time off shall be credited against the maximum leave period provided for in the FMLA, and the Employer reserves the right to require employees to exhaust all available paid time off (including vacation time) before taking unpaid leave pursuant to the FMLA.

34.9 Employees will be charged for paid leave only for those days on which they otherwise would have been scheduled to work.

34.10 Paid leave payments will not exceed the lesser of the employee's scheduled work day or work week earnings not to exceed the maximum of seventy (70) hours per pay period.

34.11 To be eligible for paid leave, an employee must report the reason for the absence to the employee's immediate supervisor at least one (1) hour prior to the employee's scheduled starting time, unless emergency conditions prevent such notification.

34.12 The employer reserves the right to require a certification from a licensed physician certifying that the employee was under the physician's care and is medically able to return to work, when such illness or injury continues beyond five (5) working days. This is to occur prior to the reporting to the employees work unit.

34.13 Employer reserves the right to require certification from a licensed physician for family related injury or illness from employees who use paid leave and such illness or injury continues beyond five (5) working days.

34.14 When an employee knows in advance that paid leave will be requested, the employee shall complete and submit, in advance, a "Request for Leave" form prior to the date(s) of such leave. When employees know in advance that they will be institutionalized and/or hospitalized, they shall be responsible for notifying their immediate supervisor, in advance, of the date(s) of their anticipated absence.

ARTICLE 35
BEREAVEMENT LEAVE

35.1 In the event of the death of an employee's immediate family member, Bereavement Leave shall be granted upon employee's request for three (3) days for each incident of death in the immediate family. If more than three days are needed, then the employee may apply for the use of up to (5) days of available paid leave, as appropriate for its purpose.

35.2 An employee's immediate family is defined as: mother, father, sister, brother, child, spouse, domestic partner (i.e., one who lives with the employee and who stands in the place of a spouse), grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, daughter-in-law, son-in-law, sister-in-law, legal guardian or other person who stands in the place of a parent (loco parentis).

ARTICLE 36
UNPAID LEAVES

36.1 In addition to and notwithstanding any leave for which employees are eligible under law, including FMLA, it shall be the Employer's discretion and the Employer reserves the right, for reasonable and good cause shown and consistent with operational needs, to grant an unpaid leave of absence of up to one (1) year to any employee who makes such request and who has completed his probationary period.

36.2 All requests for unpaid leaves of absence (and/or for the extension thereof) shall be submitted in writing (on such forms as the Employer may from time-to-time designate) to the Director of Human Resources or his/her designee, at least thirty (30) days prior to the commencement of the requested leave (or, in the event of an extension request, at least thirty (30) days prior to the then expiration date of the leave unless the time of injury or the onset of illness makes it impossible for the employee to do so; in which case, the employee shall submit the request as soon as possible. Whenever possible, notification of approval or denial of the requested leave (or extension) shall be given to the employee in writing within fifteen (15) days after the submission of the request.

36.3 An employee may, upon request and with the Employer's concurrence, return to work prior to the expiration of any approved leave of absence.

36.4 The Employer reserves the right to require for its employees to exhaust all available paid leave as appropriate purpose before beginning an unpaid leave. An employee who is on an approved unpaid leave of absence shall not accumulate seniority during the period of the leave. Upon returning to work at the end of an approved leave, the Employer shall endeavor to assign the employee to the same position formerly held by the employee or, if that position is not available, to a comparable position as determined by the Employer; provided, however, that the employee shall have the right to displace any probationary or substitute employee performing the employee's former duties or any probationary employee in any other position for which the employee is qualified. If an employee is ready to return to work following an approved leave, there is no position then available for which the employee is qualified, the employee will be deemed to have been laid-off as of the first work day following the end of the approved leave and shall have such rights as are afforded hereunder to employees laid-off due to lack of work.

36.5 Should the Employer determine that an approved leave of absence is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work immediately.

36.6 Military leave shall be afforded to the employees in accordance with and as required by law.

ARTICLE 37
MEAL AND TRAVEL EXPENSES

37.1 All ordinary and reasonable travel expenses authorized by the Employer and actually incurred by the employee related to the Employer's business shall be reimbursable upon presentation to the Employer of proper and accurate proof thereof. Such reimbursable expenses may include, but are not limited to, transportation cost, tolls, parking, taxi, and business telephone calls. Employees will be reimbursed for the use of their personal vehicles only if an Employer provided vehicle is not reasonably available.

37.2 Transportation expenses (mileage) between the employee's home and the Employer's office are not reimbursable. In the event the employee does not report to the Employer Office, they should calculate mileage reimbursement above normal commuting mileage for that day. (Example: If the employee leaves from his/her home and goes to an agency and returns to his/her home actual miles for the day should be the total miles traveled minus the employee's normal commuting miles, from the employee's home to the Employer's offices). If your actual miles do not exceed normal commuting miles, then reimbursement should not be requested.

37.3 Employees will be reimbursed for mileage (based on Internal Revenue Service's Rate) when using their personal vehicles for approved Board business. This rate will be in effect until such time as the employer receives notice of an IRS rate change and will be effective each January 1st or upon notification to the employer, whichever is later. Car rentals must be approved in advance.

37.4 Employees shall be considered "on the clock" for all hours spent traveling to or from Board related business outside of Cuyahoga County, for which attendance is mandatory. Mandatory attendance by an employee, at an event, occurs when the employer has approved or required the employee to attend the event. Voluntary attendance by an employee, at an event, occurs when the employee is not required to attend the event and the employee is paying for the expenses incurred from attending the event. Voluntary attendance at meetings or seminars will be considered as "on the clock" for the calculation of regular hours only, and for compensatory hours commensurate with the approval for voluntary attendance.

37.5 Meal reimbursements shall not exceed forty dollars (\$40.00) per day including tips when traveling out of county overnight. For travels that are out of county, but not overnight, meal reimbursement shall be twenty dollars (\$20.00) per day. In-County meals are not reimbursable. Changes in meal reimbursement will be discussed with the Union through the Labor Management Committee prior to implementation and inclusion in the Mandatory Bargaining Unit Employment Policies.

37.6 Reimbursement for lodging shall be at the usual and customary rate for the city visited. The ADAMHS Board shall attempt to directly pay anticipated lodging and registration fees.

37.7 Travel arrangements must be approved and arranged in advance. Requests for reimbursement for expenses incurred must be accompanied by proper receipts and provided to the employee's immediate supervisor within forty-five (45) days of when they were incurred. Reimbursement for documented expenses shall be made in a separate check within thirty (30) days of submission of a complete and proper request for reimbursement.

ARTICLE 38
TRAININGS AND CONFERENCES

The Employer will allow and authorize payment of up to one thousand dollars (\$1,000.00), inclusive of expenses, for each eligible employee for each calendar year for the cost of training, seminars, conferences, and/or tuition reimbursement to eligible employees.

An "eligible employee" is an employee who has:

1. received at least a "satisfactory" employment evaluation; and,
2. not received any disciplinary action in the six (6) months preceding the request.

No unused allowance shall be carried forward to the next fiscal year.

Any training for which payment is authorized pursuant to Article 38, but which is not related to the Employee's job duties, must be scheduled during non-regular work hours.

ARTICLE 39
PARKING

39.1 The ADAMHS Board currently provides a parking area adjacent to the West 25th Street office which the employees may, but are not required, to use. The Employer assumes, however, no responsibility or liability relative to the parking area and reserves the right to change its location or discontinue its availability.

ARTICLE 40
SAFETY AND HEALTH

40.1 The Employer and the Union will cooperate in the objective of eliminating accidents and health hazards. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters, and will cooperate with respect to compliance; provided, however, the Employer agrees the employees' and the Union's functions are advisory in nature only and the employees and the Union are not liable for safety programs, procedures or acts of the Employer. Any employee or group of employees who observe any dangerous or hazardous condition shall promptly so advise the Employer.

40.2 An employee or group of employees who reasonably and in good faith believe that they are being required to work under conditions which are unsafe, or unhealthy beyond the normal hazard inherent in the operation in question, shall have the right to:

- A. Perform the operation in question and file a grievance in the grievance procedure; or
- B. Refuse to perform the operation in question at which time the employer reserves the right to assign the employee to other work related to his/her position. Should it be later determined that the employee was not being required to work under conditions which are unsafe, or unhealthy beyond the normal hazard inherent in the operation in question, the employee may be disciplined. No employee, other than communicating the facts relating to the safety of the work, shall take any steps to prevent another employee from working.

40.3 Any employee who is involved in or who witnesses an industrial accident or injury shall promptly inform his supervisor thereof and shall complete such forms and provide such statements as may be requested by the Employer. Any failure promptly to inform a supervisor of a work-related accident may be grounds for disciplinary action.

40.4 If an employee is diagnosed as suffering from a work related illness, the employee shall promptly provide the Employer with a statement to that effect from the employee's physician.

ARTICLE 41
PERSONNEL FILES

41.1 The Employer shall maintain the official personnel file for each employee in accordance with any applicable Ohio laws.

41.2 All employees shall have the right to inspect their personnel file upon written notice to the Director of Human Resources.

41.3 Material concerning an employee's professional conduct and performance shall identify the author thereof and be placed in the employee's personnel file, if discipline results from such material. The employee's signature on such document signifies that he has read the material, but does not necessarily indicate agreement with the content. An employee's refusal to sign any such document shall be grounds for disciplinary action. Any material concerning an employee's conduct and/or performance which is to be placed in the employee's personnel file shall be distributed to the employee prior to being placed in the file.

41.4 No employee shall be permitted to add to, remove from or otherwise alter or mark any record in the personnel file or file document(s) in the custody of the Employer; provided, however, that if an employee disagrees with the content of any writing in the employee's personnel file, the employee shall have the right to submit a written rebuttal (not to exceed five (5) pages in length) which shall be placed in the employee's personnel file.

ARTICLE 42
DISSEMINATION OF INFORMATION

42.1 Only the Chief Executive Officer and/or the Chief of External Affairs are authorized to communicate any information concerning the Employer to the media or to authorize others to do so. If an employee receives a request for information from the media, the employee shall advise the media representative to contact the Chief of External Affairs or the Chief Executive Officer, and shall notify the office of the Chief of External Affairs.

42.2 No employee without proper authorization shall disclose any confidential information concerning the Employer or its contract agencies.

42.3 Nothing contained herein shall be construed as prohibiting employees from exercising their rights under law including Ohio's Whistleblower Act, Ohio Revised Code Section 4113.52.

42.4 Confidential Information includes, but is not limited to, any document that includes client names or client specific information. Confidential information does not include any information which would otherwise be required to be disclosed pursuant to R.C. 121.22.

42.5 Violations of this Article constitute a cause for disciplinary action.

42.6 Employees may be requested to sign confidentiality statements.

ARTICLE 43
PRINTING

43.1 The Employer shall bear the cost of printing one hundred and fifty (150) copies of this Agreement, of which seventy-five (75) copies will be given to the Union for its use and for disbursement to the employees.

ARTICLE 44
CIVIL SERVICE

44.1 The rights of the employees as set forth in this Agreement are in lieu of (and not in addition to) any rights the employees may have pursuant to Ohio's Civil Service laws, it being the intention of the Employer and the Union that, except as prohibited by Ohio Revised Code Section 4117.08(B), this Agreement supersedes all of the provisions of Ohio's Civil Service laws.

ARTICLE 45
LEGALITY

45.1 It is the intent of the Employer and the Union that all provisions of this Agreement comply with all applicable statutes, regulations and ordinances. If it is determined by a court of competent jurisdiction or administrative agency with such authority that any provision of this Agreement is contrary to law, or otherwise invalid, such provision shall be null and void, but shall not affect, impair or invalidate any of the remaining provisions, all of which shall remain in full force and effect. In the event that any provision is determined to be unlawful or otherwise invalid, the Employer and the Union shall meet within thirty (30) calendar days thereafter for the purpose of negotiating a lawful alternative provision but the parties to this Agreement shall in no way be compelled to reach an agreement as a thereto. Failure to reach agreement on the establishment of a lawful alternative to the invalid provisions after thirty (30) days will cause the parties to submit the issue to mediation and conciliation through FMCS. The mediator shall function as an independent neutral with the power to advise and recommend a settlement but without the ability to compel agreement.

ARTICLE 46
AMENDMENTS AND MODIFICATIONS

46.1 This Agreement may only be amended or modified by the mutual written agreement of the parties hereto, in a writing signed by both parties, to be attached to and incorporated into this Agreement.

ARTICLE 47
ENTIRE AGREEMENT

47.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

47.2 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject matter which was discussed during the negotiations for this Agreement.

47.3 Nothing contained in this Article shall in any way prevent the operation of the grievance procedure as outlined in this Agreement. This Agreement does not operate to include, nor does it obligate the Employer to continue in effect, any working condition, benefit or past practice which is not specifically covered or contained in this Agreement.

ARTICLE 48
WAIVER

48.1 Failure of either party to enforce any rights granted to them under this Agreement or law shall not constitute a waiver by either party of the right to assert such rights in other instances.

ARTICLE 49
SEVERABILITY

49.1 If any clause, sentence, paragraph or other part of this Agreement shall, for any reason, be determined by proper judicial or administrative authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or other part of this Agreement thereof directly involved in a controversy in which such determination shall have been made.

49.2 The provisions of this Agreement are hereby declared to be separable, and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of this Agreement; and in such case, the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

ARTICLE 50
SUCCESSOR

50.1 The provisions of this Agreement shall be binding upon the Employer and the Union and their respective successors and assigns.

ARTICLE 51
TERM OF CONTRACT

This agreement shall become effective as of January 1, 2017, and shall remain in full force and effect through Midnight on December 31, 2019. The parties shall reopen the contract to address the subject of Article 25 (Wages), only, for contract years 2018 and 2019.

The following persons participated in the negotiation of this Agreement;

FOR THE UNION:

Jane Hudson

Myra Henderson

Ann Tanner

Carolee Green

Margaret Jones

Janella Lee

Thomas C. Smith Jr.

FOR THE EMPLOYER:

Adrian Shapiro

Scott Smith

William Smith

David Smith

Frank Bricker

James A. Swann

Paul

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**THE ALCOHOL, DRUG ADDICTION AND
MENTAL HEALTH SERVICES BOARD
OF CUYAHOGA COUNTY**

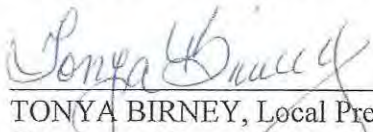


WILLIAM M. DENIHAN, CEO
Signature of Person Authorized to Sign on
Behalf of the ADAMHS Board

4-19-2017

Date

OAPSE/AFSCME LOCAL, AFL-CIO



TONYA BIRNEY, Local President
Signature of Person Authorized to Sign on
Behalf of OAPSE/AFSCME Local, AFL-CIO

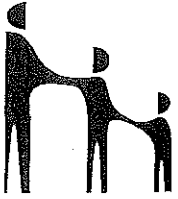
4-19-2017

Date

APPENDIX A

Chief Executive Officer
Executive Assistant
Executive Specialist
Vice President of Operations
Chief Financial Officer
Chief Clinical Officer
Chief Quality Officer
Chief of External Affairs
Director of Human Resources
Claims & Membership Administrator
Financial Analyst Administrator
Public Benefits Administrator
Adult Behavioral Health Services Administrator
Children's Projects Administrator
Administrative Assistant II – HR

Updated 1.1.17



**Cuyahoga County
Community Mental Health Board**

1400 West 25th Street, 3rd Floor • Cleveland Ohio 44113-3199
TEL: (216) 241-3400 • FAX: (216) 861-5067 • TDD/TTY: (216) 241-3983

Memo

To: Maggie Tolbert, Union President
CC: Tami A. Fischer, Director of Human Resources
From: William M. Denihan, Chief Executive Officer
Date: August 12, 2005
Subject: New Bargaining Unit Employee Increases

This memo is to summarize our meeting on July 20, 2005, regarding new bargaining unit employee increases.

Prior to my arrival at the CCCMHB, the practice was that a new employee needed to be off probation in order to qualify for an increase. My practice has been that a new employee must be here for at least one year in order to qualify for an increase.

As we agreed on July 20, new bargaining unit employee increases will be administered in the following way, which is more beneficial to new employees, than in the past.

- Employees will get an increase on July 1, at the negotiated rate.
- Employees with less than one year of service will receive an increase, prorated by the number of months they have been employed.
 - For Example:
An employee started on February 1.
The negotiated increase rate is 3%.
3% divided by 12 months is .25% per month.
This employee would receive a 1.25% increase on July 1 (.25% x 5 months).

Please know the increase for new bargaining unit employees with less than one year of service, will be reflected in the paycheck of August 26, retroactive to July 1.

