

SECTION 7.02 RETIREMENT/RE-EMPLOYMENT

Definitions:

For purposes of this policy, “retirement” means disability or service retirement under any state or municipal retirement system in this state.

Individuals who have retired from a position covered by an Ohio public retirement system and who will be receiving retirement benefits from an Ohio public retirement system may be re-employed by Jefferson County JCBDD of Developmental Disabilities (JCBDD). The provisions of this policy apply to an individual who retired while an employee of JCBDD and an individual who retired while working for the State of Ohio or political subdivision of the State of Ohio. This policy is applicable to classified civil servants who are re-employed by JCBDD following their retirement from a position covered by one of the public retirement systems in the State of Ohio. The Superintendent shall approve any recommendation to offer employment to an individual who is covered by this policy.

Unclassified positions are covered by a management contract, and the terms of such re-employment will be approved by the Superintendent, subject to approval by JCBDD for multi-year contracts. JCBDD retains the discretion to re-employ the Superintendent following his/her retirement, upon such terms as agreed upon by JCBDD and the Superintendent.

There shall be no expectation that any individual shall be offered employment following retirement. The Superintendent, as the appointing authority, has full and final authority, in his/her sole discretion, to re-employ any individual. The process may include, but is not limited to, an assessment of operational needs and/or the result of an interview process.

Re-employed classified retirees will remain on the JCBDD salary schedule at a 20% rate reduction in pay. The terms for re-employment of unclassified positions will be determined by a management contract as approved by JCBDD.

Under Ohio law, an individual who retires and is re-employed without waiting two (2) months forfeits the initial two (2) months of his/her benefits from the applicable retirement system. An individual who is immediately re-employed will have the reduction in pay and placement on the salary schedule at the reduced rate. This will

occur on the 61st day after his/her effective date of retirement. As a condition of re-employment, an individual is required to indicate his/her voluntary agreement to placement on the compensation schedule by signing a "Retire/Rehire Agreement". If the individual chooses not to agree to this condition, the individual will not be re-hired, and no employment relationship shall exist after the effective date of his/her date of retirement.

Notwithstanding Section 9.44(C) of the Revised Code, upon re-employment, any individual who has retired in accordance with the provisions of any retirement plan offered by the State of Ohio may have his/her prior service with the state, any political subdivision of the state, or a regional council of governments counted for the purpose of computing vacation.

Any individual who has retired in accordance with the provisions of any retirement plan offered by the State of Ohio may be credited for any accumulated but unused sick leave, provided the individual returns to public service within ten (10) years of retirement and did not elect to cash out sick leave upon retirement in accordance with Section 124.39 of the Revised Code, any other provision of the Revised Code, any other provision of the Revised Code, or any policy of JCBDD. Individuals re-employed by JCBDD who were paid out sick leave pursuant to Section 124.39 of the Revised Code and JCBDD policy are not entitled to cash out sick leave again upon separation from JCBDD.

For Clarification: An employee electing to carry over unused sick leave into their reemployment may cash out any unused sick leave according to JCBDD policy upon their separation at their reduced rate.

An individual's seniority does carry over from pre-retirement status with JCBDD as it relates to bidding, vacation scheduling, sick time accrual and vacation accrual.

An individual who has retired from a position covered by an Ohio public retirement system and is re-employed by JCBDD shall be eligible for JCBDD's health insurance plan provided the individual works the minimum number of hours necessary to qualify for insurance benefits in accordance with JCBDD policy.

Procedure:

In order to qualify for re-employment following service retirement, an employee must take the following action:

- The employee shall request, in writing, that he/she be re-employed following his/her retirement, and specify the last date of employment and the first date of re-employment that the employee would like to return to work.
- Pending approval of re-hire by the Superintendent, the employee shall submit an application to the applicable retirement system.

Upon receipt of a request for re-employment following retirement, the Superintendent shall determine whether it is consistent with the needs of JCBDD to re-employ the employee following retirement, including when the employee's re-employment should commence. The Superintendent's decision to re-employ a particular individual is final and the employee shall have no recourse if the Superintendent determines not to re-employ the individual. If the Superintendent chooses not to re-employ the employee, the employee can decide whether he/she still wants to retire.

If re-employment is approved, JCBDD shall submit a notice of re-employment of a retirant to the applicable retirement system, and JCBDD and the employee shall follow all applicable laws and regulation governing the re-employment of a retirant.

If JCBDD approves the re-employment of the Superintendent following his/her retirement, JCBDD will follow all applicable procedures required by the appropriate retirement system, including but not limited to those contained in Sections 145.381 or 3307.353 of the Revised Code.

**JEFFERSON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
EMPLOYEES:**

**RETIRE/REHIRE VOLUNTARY AGREEMENT TO ACCEPT A REDUCTION IN
PAY**

As a condition of being re-hired/employed by Jefferson County Board of Developmental Disabilities (JCBDD) following retirement, this Voluntary Agreement to Accept a Reduction in Pay (Agreement) is entered into effective this _____ day of _____, _____ by and between JCBDD and _____ (Employee).

STATEMENT OF AGREEMENT

Whereas, JCBDD has instituted a "Retire/Rehire" Policy whereby the Superintendent may re-employ employees of JCBDD or employees of the State of Ohio or a political subdivision of the State of Ohio who have retired under the Public Employees Retirement System (PERS), the State Teachers Retirement System (STRS), or any other Ohio retirement system;

Whereas, the individual has agreed that, as a condition of being employed by the Superintendent of JCBDD following his/her retirement, he/she accepts a voluntary reduction in pay as established by JCBDD's policy, it is therefore agreed as follows:

1. No Right to re-employment. The Employee acknowledges that he/she has no right to employment with JCBDD following his/her retirement and that such employment is based on the consideration provided in Section 2 of this agreement.
2. Reduction in Pay, Effective _____ (date) the Employee's rate of pay shall be \$_____. The employee has been hired in the position of _____, Step/Grade _____.

If the Employee forfeits two (2) months of retirement benefits due to his/her immediate re-hire following retirement from JCBDD, the voluntary reduction in pay shall occur on the 61st day of employment and as such, the hourly rate

will be \$_____ from _____(date) until _____(date), at which time the rate will become \$_____. _____ (*Employee initials*).

3. All accumulated vacation time will be paid out according to JCBDD policy. Upon re-employment, accrual of vacation time will resume at the same accrual rate as prior retirement.

Note: Upon final retirement any unused and accrued vacation time may be paid out up to 3 years accrued minus the payment from the original retirement.

4. Sick time may be carried over and will continue to accrue at the same rate as prior retirement. Payment at final retirement will be at the reduced rate of pay.
5. Re-employed employees will remain in the Jefferson County Health Plan and receive the same coverage at the same cost as other county employees.
6. Waiver of Right to Appeal. Although a reduction in pay may be appealable to the Ohio State Personnel Board of Review pursuant to Ohio Revised Code 124.34, the employee agrees that he/she hereby waives the right to appeal the reduction effected by this Agreement as he/she is agreeing to voluntarily reduce his/her pay as a condition of being re-hired by JCBDD.
7. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
8. Nature of employment. This agreement does not change the nature of the Employee's classified civil service status. Subject only to the terms contained herein, nothing in this agreement shall be construed as a contract of employment or promise of continuing employment. Rather, the Employee's rights to continued employment are governed solely by Ohio law and JCBDD policy.
9. Jurisdiction/Venue. The parties expressly agree that the Common Pleas Court for Jefferson County, Ohio shall have jurisdiction over all matters relating to this agreement and that any action to interpret or enforce any provision of this agreement shall be brought and maintained in that Court.
10. Entire Agreement; Amendment. The parties acknowledge that they have read this agreement, understand it and agree to be bound by its terms and the

person signing on behalf of each has been authorized to do so. The parties further agree that this agreement may not be amended or modified except by a writing, executed by each of the parties hereto. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this agreement. This agreement constitutes the entire agreement between the parties.

In witness whereof, the parties have executed multiple counterparts of this agreement, each of which is deemed to be an original, consisting of three (3) pages total, as of the date first set forth above.

For the Jefferson County Board of Developmental Disabilities

By: _____ Date: _____ Title: Superintendent

By: _____ Date: _____ Title: Employee

Witness: _____ Date: _____ Title: _____