



000001

12-MED-04-0466
2979-02
K29504
05/07/2013

AGREEMENT

BETWEEN

**AUGLAIZE
ACRES**

AND



Case No. 2012-MED-04-0466

EFFECTIVE:

until June 30, 2015

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Purpose and Intent of the Agreement.....	1
1	Union Security	1
2	Checkoff of Dues	2
3	Hours and Overtime.....	3
4	Grievance Procedure.....	4
5	Health and Safety.....	5
6	Seniority.....	6
7	Filling of Vacancies	7
8	Layoffs	8
9	Labor-Management Meetings.....	9
10	Personnel Files	10
11	Union Rights	10
12	Nondiscrimination.....	11
13	Employment Categories.....	11
14	Leave of Absence.....	12
15	Union Recognition.....	13
16	Probationary Period	13
17	Address Notification.....	14
18	Separability	14
19	Discipline.....	14
20	Management Rights	15
21	No Strike — No Lockout.....	16
22	Miscellaneous	17
23	Wages.....	17
24	Shift Premium	17
25	Working Out of Classification.....	17
26	Portable Pagers.....	18
27	Health Insurance	18
28	Holidays	18
29	Vacation	19
30	Sick Leave.....	20
31	Personal Leave Attendance Bonus.....	23
32	Workers' Compensation/Wage Continuation.....	24
33	Waiver in Case of Emergency	25
34	Application of the Ohio Civil Service and Related Laws.....	26
35	Scope of Agreement.....	26
36	Duration	27
	Signature Page	28
	Appendix A.....	29
	Appendix B	30

PURPOSE AND INTENT OF THE AGREEMENT

This Agreement, entered into by the Auglaize Acres and the Auglaize County Commissioners, hereinafter referred to as the "Employer" and SEIU District 1199 WV/KY/OH, The Health Care and Social Service Union, hereinafter referred to as the "Union," has as its purpose the following:

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement; and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Employer.

This Agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provision of this Agreement.

ARTICLE 1 UNION SECURITY

Section 1.1. Upon both parties signing the Agreement and proper filing of the Agreement (SERB Case Number 09-MED-02-0124) with the State Employment Relations Board in accordance with their rules and regulations as stated in the Ohio Administrative Code 4117, the Employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining employee.

Section 1.2. All employees in the bargaining unit pursuant to Section 4117.09 (c) of The Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its' members upon the successful completion of the first sixty (60) days of employment. The deduction of the fair share fee from the payroll checks of bargaining unit employees shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

Section 1.3. The Employer shall terminate dues or fees deductions for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any reason;
- C. Bargaining unit employee is laid off;

- D. Bargaining unit employee transfers to a job other than one covered by the bargaining unit;
- E. Bargaining unit employee is on an unpaid leave of absence. In this case, the Employer will begin the deductions again immediately upon the employee's return to work.

Section 1.4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share fees, deductions, and remittances.

ARTICLE 2 CHECKOFF OF DUES

Section 2.1. Upon both parties signing the Agreement and proper filing of the Agreement (SERB Case Number 09-MED-02-0124) with the State Employment Relations Board in accordance with their rules and regulations as stated in the Ohio Administrative Code 4117, and, upon receipt of a lawful written voluntary authorization from a bargaining unit employee, the County Auditor shall, pursuant to such authorization, deduct from the wages due said employee each month, and remit to the Union. Regular initiation fees shall be paid in two (2) consecutive monthly installments beginning with the first pay period after completion of the employee's probationary period.

Section 2.2. The Employer shall be relieved from making such checkoff deductions upon (a) termination of employment, (b) transfer to a job in other than one covered by the bargaining unit, (c) layoff from work, (d) leave of absence, or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law. The provision shall not relieve any employee of the obligation to make payment of dues and initiation fees if required under Article 1 and applicable law.

The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 2.3. The Union shall advise the Employer in writing of the schedule of dues or fees to be deducted from each employee.

Section 2.4. Each month the Employer shall remit to the Union all deductions for dues, and initiation fees made from the wages of employees for the preceding month, together with a list of all employees for the preceding month, together with a list of all employees from whom dues and/or initiation fees have been deducted.

The Employer agrees to furnish the Union each month with the names of newly hired employees, classifications of work, their dates of hire, and names of terminated employees, together with their dates of termination, and name of employees on leaves of absence.

Section 2.5. It is specifically agreed that the Employer assumes no obligation, financial, or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will

indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorney fees, by any employees arising from deductions made by the Home hereunder. When the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 3 HOURS AND OVERTIME

Section 3.1. The normal workweek for a full-time employee shall be thirty-six (36) hours, with the exception of employees in the bargaining unit classification of L.P.N. whose normal workweek shall be forty (40) hours.

Employees are required to clock-in and clock-out at all starting and quitting times using their Auglaize Acres issued ID badge, or similar device issued by the Acres. Employees shall sign/clock out at the beginning of the meal period and sign/clock in upon their return to work. Three (3) instances of an employee failing to report to work with an Auglaize Acres issued ID badge, or similar device issued by the Acres for clocking-in to work, shall be considered an occasion and subject to the no fault disciplinary grid in Section 30.9 of this Agreement.

Section 3.2. Employees shall be paid time and one-half their base rate of pay for all hours actually worked in excess of forty (40) hours in a week. This section is intended to be used as the basis for computing of overtime and shall not be construed as a guarantee of work per day, per week or per work period.

Only hours actually worked shall be considered time worked for computing overtime. Overtime hours shall be distributed as equitably as possible. There shall be no mandatory overtime other than in emergency situations. However, when it is deemed necessary, the least senior employee in the affected classification may be forced to stay over to the next shift. The Employer will attempt to find a replacement for the forced employee. Employees' schedules shall not be altered to avoid the payment of overtime. Overtime shall be authorized after the fact in an emergency situation. A procedure for finding replacements during emergency situations will be that part-timers are asked to fill-in first; then full-timers on a rotating basis. In emergencies, the least senior full-time employee may be required to report.

Section 3.3. The work schedule shall be prepared in two (2) week blocks. However, there shall be a minimum of four (4) weeks posted at any given time. Notwithstanding the above, any work schedule, regardless of a posting requirement or not, may be modified by the Employer due to an increase or decrease in the resident census. The provisions of this section shall not apply to the transportation aides or the Activities Department. The Activities Department work schedule shall be communicated to the affected employees.

Section 3.4. Scheduling shall be the responsibility of management. All reasonable efforts will be made to replace "call-offs," based on the operational needs of the facility.

Section 3.5. All mandatory in-service trainings shall be taped for use with an employee who is not able to attend the applicable in-service training. An employee who is scheduled off work shall not be required to attend in-service training during the off time provided that the employee

views the taped in-service within thirty (30) calendar days of the missed in-service. An employee who does not comply with this section may be disciplined.

Employees shall have the right to trade days off provided it does not cause the payment of overtime and provided it is approved by the supervisor.

Section 3.6. If an employee is called into work at times other than their posted schedule, they shall be guaranteed a minimum of at least two (2) hours pay at the appropriate hourly rate. If an employee, with the exception of the transportation aides, is called to work and reports to work within one (1) hour of being called, the employee will be paid for the whole shift.

Section 3.7. Employees shall not be scheduled to work more than five (5) consecutive days without their consent.

Section 3.8. Employees shall not be scheduled to work with less than fifteen and one half (15 ½) hours between shifts without the employee's consent.

Section 3.9. A paid rest period of ten (10) minutes shall be granted to each employee every four (4) hours of work performed. Such rest periods shall be taken near the midpoint of each half-shift unless mutually agreed otherwise.

Section 3.10. Employees shall be scheduled with no less than every other weekend off without the employee's consent.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 4.1. The term "grievance" shall mean an allegation by a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement. When a grievance affects more than one (1) bargaining unit employee in the same manner, the affected bargaining unit employees may file a group grievance. In this instance, all bargaining unit employees that wish to be part of the group grievance must sign the grievance prior to the filing of the grievance. Any bargaining unit employee who does not sign the grievance prior to filing will not be included in said grievance or resolution of said grievance. However, it is understood that when any grievance is resolved between the parties or through the arbitration procedure and has an impact on the administration of the labor contract in a completely non-economic manner, such non-economic issue will be applied to all applicable bargaining unit employees. The grievance procedure may not be used to effect changes in the terms of this Agreement. Whenever the term working day or day(s) are used in this Agreement they shall be construed to mean the working days of the business office i.e., Monday through Friday, etc., unless otherwise specifically stated.

Step 1: The grievance shall be submitted in writing to the Department Head or designee within fifteen (15) working days of the occurrence giving rise to the grievance. The grievance form must be properly completed on the mutually agreed to grievance form and signed by the grievant in order for the grievance to receive consideration. Any grievance not filed timely or not appealed to the next step within the time frames contained herein shall be deemed settled based

on the Employer's last response. If the Employer representative does not issue a response timely, the grievant may appeal the grievance to the next step, contained herein.

The Department Head or his designee shall have fifteen (15) working days in which to schedule a meeting, with the grieved employee and her representative. The Department Head or his designee shall investigate and respond in writing to the grievance within five (5) working days following the meeting date.

If the written answer is unsatisfactory, the Union shall have ten (10) working days, from the date of receipt, to appeal the grievance to Step 2 of the grievance procedure, contained herein.

Step 2: The Facility Administrator or his designee shall have five (5) working days in which to schedule a meeting with the grieved employee and her representative. The Facility Administrator or his designee shall investigate and respond in writing to the grievance within five (5) working days following the meeting.

Step 3: Arbitration: If the Union is not satisfied with the answer at Step 2, the Union may submit the grievance to arbitration, by serving written notice to the Employer of its desire to do so, within thirty (30) calendar days of receipt of the Step 2 decision.

At the same time the party filing for arbitration notifies the other party of that desire, it shall also request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of nine (9) arbitrators in the National Academy of Arbitrators, Ohio only. The party filing for arbitration shall pay the cost of obtaining the panel.

Once the Union and the Employer have received the panel or arbitrators, they shall alternately eliminate from the panel the arbitrators of their choosing until only one (1) arbitrator remains. The sole remaining arbitrator shall hear the case. Either party may reject a panel of arbitrators. The party rejecting the panel shall pay the cost for obtaining a new panel.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and Union. The decision of the arbitrator shall be binding.

The Employer agrees to allow a reasonable number of necessary witnesses, requested by the Union, time off with pay at regular rate to attend the arbitration hearing. All other fees and expenses of the arbitrator shall be paid by the losing party.

ARTICLE 5 **HEALTH AND SAFETY**

The Employer shall provide a safe and healthful place of employment for each employee, and comply with all local, state, and federal health safety laws and regulations. In accordance with

such laws and regulations, no retaliatory or discriminatory actions shall be taken against any employee(s) who report dangerous or unhealthful conditions at their place of employment to their supervisors or other proper authority or to the Union. Employees are responsible for immediately reporting unsafe working conditions to the appropriate person in charge as soon as it is known. Furthermore, employees are responsible for fully cooperating with the Employer's safety rules and working methods, provided the Employer provides adequate notification to the employees of such safety rules or working methods.

Section 5.1. Communicable Disease Precautions

- A. The Employer shall comply with all federal, state and local laws, including the OSHA standard on blood borne pathogens and universal precautions.
- B. The Employer shall provide Hepatitis B vaccinations and flu vaccinations upon request, at no cost to the employees. The Employer shall also provide, at the employee's request, and at no cost, pre-screening and post-screening tests for those employees in contact with active Hepatitis B disease to determine whether an employee has acquired a Hepatitis immunity. The Employer shall provide TB screenings for employees. Participation in the TB screening shall be mandatory for all employees. Should it be necessary for an employee to obtain a chest x-ray due to the mandatory TB screening, the Employer shall cover the cost of the x-ray.
- C. The Employer shall maintain a program of infections and communicable disease control in accordance with all applicable laws concerning the release of client information. As part of this effort, the Employer shall establish a regular schedule of patient monitoring for communicable diseases at all work areas. The Employer shall advise employees of the medical conditions of patients in order to avoid the risk of infections and communicable disease to employees and other patients.

Section 5.2. The Employer shall provide the appropriate equipment, including Hoyer lifts, in order to allow employees to lift and move residents with minimal risk.

Section 5.3. The Union and the Employer shall establish a joint Health and Safety Committee to continue to discuss matters concerning health and safety.

The Committee shall be included in the quality assurance meetings. The Committee shall consider any health and safety issue it deems appropriate.

ARTICLE 6
SENIORITY

Section 6.1. Seniority shall mean an employee's continuous service with the Employer measured in calendar days from the most recent date of hire. Seniority shall be applicable only as expressly provided in this Agreement.

Section 6.2. An employee's seniority shall be terminated for the following reasons:

- A. Voluntary resignation from the bargaining unit;
- B. Discharge for just cause;
- C. Failure to return from any period of approved leave of absence;
- D. Failure to respond to a recall from layoff notice;
- E. Layoff in excess of one (1) year.

Section 6.3. Seniority shall apply in the computation and determination of eligibility of all benefits where length of service is a factor and in layoff, recall, transfers, promotions, job bidding and as herein provided. Benefits are to be defined as sick leave, vacation, leave and filling of vacancies.

When two (2) or more employees have the same seniority date, seniority shall be based on the last four (4) digits of the employee's social security number. The lowest number shall be considered the most senior.

ARTICLE 7

FILLING OF VACANCIES

Section 7.1. Whenever a vacancy occurs, the Employer reserves the sole right to determine if the vacancy will be filled. If the Employer does determine to fill a vacancy it will be filled in the following manner.

All bargaining unit vacancies which occur as a result of an employee being promoted, transferred, demoted, terminated, or as the result of a new position being created, will be posted for four (4) working days (excluding weekends and holidays). Employees must submit their bids for a vacancy during the four (4) working days of posting. The posting shall be removed at 4:30 p.m. on the fourth day and bids will not be accepted after that time.

Section 7.2. Job postings shall contain the date of the posting, the pay range of the job, the job title, the shift the position is assigned to at the time of the posting, a summary of the duties and a list of the required qualifications or training necessary.

All postings shall be distributed and placed on bulletin boards by the employer. Upon request, a copy of the current bargaining unit posting shall be given to the executive board member or his designee.

All regular full-time and regular part-time employees are eligible to bid on posted jobs.

Section 7.3. The successful applicant will assume the position within twenty-one (21) days unless such transfer would have an adverse effect on operational needs. The Union will be advised in writing of any delay beyond the twenty-one (21) day period specified in the preceding sentence.

Employees may not receive a lateral transfer or voluntary demotion more than once in any twelve (12) month period.

Those bargaining unit employees who meet the required qualifications specified on the posting shall be eligible to apply for vacancies.

The most senior qualified bidder will be awarded the job.

Section 7.4. If no employee bids on a job opening or no one has the basic qualifications to perform the job, the Employer will then fill the position with a person not currently employed by the Employer or with a non-bargaining unit employee, who will become a part of the bargaining unit when awarded the vacant position. If management determines a need to modify the qualifications for the posted position after offering to the bargaining unit, the position will be reposted for the bargaining unit employees to bid on in accordance with this article.

ARTICLE 8 **LAYOFFS**

Section 8.1. The Employer, in its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds.

Section 8.2. The Employer shall schedule a meeting with the Union leadership to explain the reason for such action. The Union's comments and ideas given to avoid the layoff shall be considered before the Employer makes a final decision. This meeting shall take place within five (5) working days of the Union's receipt of notification. If, after the meeting, the Employer deems the action is still necessary the following procedure shall be followed.

The Employer will notify all possibly affected employees of the impending layoff at least thirty (30) calendar days prior to the effective date of the layoff.

Section 8.3. In the event of any layoff implemented within the bargaining unit the order of layoffs shall be:

- A. There shall be an opportunity for any employee in the affected classification series to volunteer for layoffs. Upon notification to the Union and/or employee(s) in accordance with this Article, any employee in the affected classification shall have ten (10) workdays to volunteer for a layoff. Such ten (10) workday window shall not be construed to increase the thirty (30) calendar day notification period, contained herein.
- B. Temporary employees, seasonal and PRN employees, and probationary employees within the affected classification;
- C. In the event of further reduction in the force, employees with the least seniority within the affected classification shall be laid off first.

- D. If the workforce is to be reduced, it shall be accomplished by layoff and not by individual hours reduction of employees. Only by agreement between parties can the regular hours of employees be reduced. This, however, shall not limit the right of the Employer to maintain or create part-time positions.

Section 8.4. As vacancies occur in a classification where a layoff occurred, and the Employer desires to fill the same, the following procedure shall be followed:

- A. The most senior laid off employee in that classification shall be recalled first.
- B. Employees shall have recall rights for one (1) year.

The parties agree that the above described procedure shall supersede the procedure for vacancies as contained in Article 7, Filling of Vacancies.

Section 8.5. Notification of layoffs or recall from layoff shall be by certified mail to the employee's last known address.

Section 8.6. If an employee who is recalled fails to notify the Employer of his/her intent to report to work within seven (7) calendar days of the mailing of the notice; or fails to return to work within twenty (20) calendar days of the mailing of the notice, such employee shall forfeit recall rights.

ARTICLE 9 LABOR-MANAGEMENT MEETINGS

Section 9.1. Unless otherwise mutually agreed to, the Employer agrees that it shall meet monthly with four (4) representatives of the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness; and job performance;
- C. Issues of interest to bargaining unit employees;
- D. Health and safety;
- E. Matters of contract administration that are not subject to the grievance procedure.

Section 9.2. The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

Section 9.3. Matters taken up in the Labor-Management meeting shall be confined to those included on the agenda, unless otherwise mutually agreed. Labor-Management meetings are not

to be considered negotiating sessions, but are solely for the purposes of discussion between the parties.

Section 9.4. For meetings scheduled during a bargaining unit employee's normally scheduled work shift, the employee shall not suffer loss of pay for attending the session. If meetings are scheduled or extend into a bargaining unit employee's non-work hours, such employee shall not receive compensation from the Employer for any hours spent in the meeting past the employee's regularly scheduled quitting time.

ARTICLE 10 PERSONNEL FILES

Section 10.1. Each employee shall have the right to inspect the contents of his/her personnel file during normal business hours.

Section 10.2. Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee provides 24 hours advance notice. The inspection will be conducted at a time designated by the Employer. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection.

Section 10.3. An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her file shall have the right to submit a memorandum for inclusion in the personnel file outlining the inaccuracies from the employee's point of view.

ARTICLE 11 UNION RIGHTS

Section 11.1. The Union shall have the right to appoint eleven (11) delegates, three (3) of whom shall be L.P.N.'s. The Union shall provide the Employer with an official roster of its delegates, the Union office held and the name of the Union staff representative assigned to the home, along with the staff representative's address, office phone number, fax number and Union office held (if any).

Section 11.2. Delegates may discuss and investigate complaints or grievances and attend grievance meetings with management on work time provided that it does not interfere with the operation of the Employer and that the supervisor is notified. This shall not be abused.

Section 11.3. A Union representative shall have access to the Employer for the purpose of conferring with Delegates, employees or the Employer, provided that it does not interfere with the operation of the Employer and provided advance notification is given. Discussions shall be held in the break room where the Union bulletin board is located. Advance notice and check-in is required when Union representatives enters the building.

Section 11.4. The Employer shall provide one (1) bulletin board for the Union which is located in the break room. Bulletin board space located in the break room shall be for Union use only. The Union agrees it shall not post politically partisan material on the bulletin board.

Section 11.5. The work schedule of Delegates shall be reasonably adjusted by the Employer to permit attendance at initial Delegate training conventions or regular Executive Board meetings. Any recognized delegate who wishes to attend such union meetings shall request in writing, a scheduling adjustment within thirty (30) days notice, if possible. Should a scheduling adjustment not be operationally feasible, the Employer may grant an unpaid leave of absence or the Delegate may request to use accumulated but unused vacation or personal leave. Delegates shall be limited to a maximum of ten (10) days unpaid leave each year.

Section 11.6. The Employer Home shall make thirty (30) minutes of time available to the Union for Union orientation of all new bargaining unit employees. This orientation shall be conducted by a Delegate or a representative from the Union. The Employer shall notify the Union Executive Board member or his/her designee at least 72 hours, if possible, in advance of an orientation session scheduled for new bargaining unit employees. The Union representative will notify the Employer of the Union's intent to attend the orientation session at least 24 hours in advance of the session. The Employer may, at its sole discretion, reschedule an orientation session due to the unavailability of a Union representative.

Section 11.7. The Employer shall withhold political action fund deductions from the pay of those employees who have voluntarily and individually authorized each deduction by executing and submitting a written authorization form to the Employer.

ARTICLE 12 **NONDISCRIMINATION**

Section 12.1. Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, creed, national origin, religion, gender, age, union activity, union membership, non-union membership, disability/handicap, or military status.

Section 12.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 13 **EMPLOYMENT CATEGORIES**

Section 13.1. A Full Time Employee is an employee who regularly works a minimum of thirty-six (36) hours in each seven (7) day time period, Thursday through Wednesday.

Section 13.2. A Part Time Employee is an employee who regularly works less than thirty-six (36) hours in each seven (7) day time period, Thursday through Wednesday.

ARTICLE 14
LEAVE OF ABSENCE

Section 14.1. The Employer may grant a leave of absence without pay to an employee. An employee must request, in writing, all leaves of absence without pay. The request shall state the reasons for requesting the leave and the dates for which such leave is being requested. All vacation time must be exhausted prior to any leave without pay.

Section 14.2. LENGTH OF LEAVE. Upon written request, leave may be granted for any personal reasons. Leave of Absence will not be unreasonably requested or shall not be unreasonably denied. Extensions shall be granted if mutually agreed.

Section 14.3. PERSONAL LEAVES. Personal leaves of absence may be granted for a maximum duration of six (6) months (includes paid and unpaid time combined). Leave of Absence will not be unreasonably requested or shall not be unreasonably denied. Extension shall be granted if mutually agreed.

Section 14.4. ABUSE OF LEAVE. If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay and without reasonable explanation to the Employer or his designee, shall be considered to have voluntarily resigned employment with the Employer. An employee who fails to return to service is deemed to have a resignation date corresponding to the starting date of the leave of absence without pay.

Section 14.5. RETURN TO SERVICE. Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. The employer will make all reasonable efforts to place the employee in the same position. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is requested by the employee and agreed to by the Employer.

Section 14.6. SERVICE CREDIT. Authorized leaves of absence without pay will count as service credit for layoff procedures, and for computing the amount of vacation leave, provided the employee is properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

The employee is responsible for the cost of insurance benefits while on an approved unpaid leave of absence.

Section 14.7. Unpaid Union Leave may be granted to employees assigned or elected to full-time union positions not to exceed a one (1) year period. This shall not be unreasonably denied.

Section 14.8. The Employer agrees to comply with the provisions of the Family and Medical Leave Act. An employee may request to maintain 40 hours of vacation to be used in the applicable vacation year.

Section 14.9. MILITARY LEAVE. The Employer will follow all applicable laws regarding military leave.

ARTICLE 15

UNION RECOGNITION

Section 15.1. The Employer recognizes the Union as the exclusive collective bargaining representative of all the employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 93-REP-11-0244 on March 31, 1994. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include employees in the following classifications:

Included: All full-time and regular part-time service employees, including certified nursing assistants, rehabilitation aides, transportation aides, activities, dietary, laundry, janitors, housekeeping, social services and maintenance employees.

Excluded: All professional employees, RN's, office clericals, guards, and supervisors.

Section 15.2. The Employer recognizes the Union as the exclusive collective bargaining representative of all the employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 94-REP-07-0162 on November 3, 1994. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include employees in the following classifications:

Included: All licensed practical nurses.

Excluded: One (1) LPN supervisor per shift (day shift, evening shift, night shift), registered nurses, professionals and all other employees, guards and supervisors defined in the Act.

ARTICLE 16

PROBATIONARY PERIOD

Section 16.1. All newly hired employees shall be considered probationary employees for a period of one hundred twenty (120) calendar days. During such probationary period, an employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. The probationary period may be extended for an additional thirty (30) calendar days for less than satisfactory performance. The Employer shall notify the Union of probationary period extensions.

Section 16.2. Probationary employees shall have the right to use earned sick leave during the probationary period. Probationary employees shall earn benefits in the same manner as non-probationary employees according to their status as full-time or part-time employees.

Section 16.3. Employees who transfer laterally from one job to another shall have a twenty (20) day trial period during which they may be returned to the same position from which they came, if the employee is unable to perform the job satisfactorily. Employees may request to return to the same position from which they came within the trial period. The time limit may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 17 **ADDRESS NOTIFICATION**

It is the obligation of each employee to keep the Employer advised of his/her current address and telephone number. The Employer shall rely on the last address and phone number supplied by an employee.

ARTICLE 18 **SEPARABILITY**

Section 18.1. If any section of this Agreement should be invalidated by subsequently enacted legislation or held invalid by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected.

Section 18.2. If any section is held invalid, the parties shall meet to negotiate a replacement for the invalidated provision.

ARTICLE 19 **DISCIPLINE**

Section 19.1. Employees shall be disciplined only for just cause.

Section 19.2. The Employer will ordinarily follow the principle of progressive disciplinary action through a system of oral reprimand, written reprimand, suspension(s) and dismissal. However, it is recognized that each disciplinary cause is to be judged on its own merits depending upon the severity of the behavior, and the past record of the employee to be disciplined. Also, acts of a serious nature may prompt the Employer to bypass one or more of the corrective steps outlined above.

Disciplinary action shall be taken with discretion, so as not to cause public embarrassment to the employee. An employee may have a Union Representative present when action is taken if the employee desires.

Section 19.3. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations. Employees shall be afforded an opportunity for a meeting during their regularly scheduled working hours, or a mutually agreeable time other than the scheduled working hours before the Employer prior to being dismissed or suspended without pay. Employee witnesses who are requested by either party to

provide relevant information at the meeting will be paid for actual hours spent in such meetings, provided the meeting occurs during the working hours of the employee.

Section 19.4. Employees who fail to appear at their scheduled predisciplinary meeting for any reason shall forfeit the right to a meeting provided reasonable notification of the meeting was provided. In addition, employees who waive their right to a meeting shall forfeit their right to such meeting. In such cases, appropriate disciplinary action may be given to the involved employee without a meeting.

Section 19.5. Disciplinary action must be based on charges which have been presented to the employee, or to a Union Representative, not more than three weeks (twenty one calendar days) after the predisciplinary meeting described above. These timelines shall not apply to abuse investigations.

If no meeting is required (in the case of a written or oral reprimand) the Employer must issue the disciplinary action within twenty-one (21) calendar days after the completion of the investigation.

If no meeting is held (in the case of a waiver by the employee or the employee's failure to appear), the Employer must issue the disciplinary action within twenty-one (21) calendar days from the date the predisciplinary meeting was scheduled.

Section 19.6. Oral and written reprimands shall not be appealable beyond Step 2 of the Grievance Procedure.

Section 19.7. All records of verbal and written reprimands shall cease to have force and effect twelve (12) months after their effective date and all other discipline shall cease to have force and effect twenty four (24) months after their effective date for consideration in future discipline matters, unless there has been intervening discipline.

Section 19.8. In the case of an employee terminated for physical or verbal abuse of a resident, an arbitrator shall not have the authority to modify the termination, but shall hear the evidence presented at the hearing and in the parties' final briefs and determine if the employee committed the violations as charged in the notice of predisciplinary conference.

ARTICLE 20

MANAGEMENT RIGHTS

Section 20.1. Except to the extent expressly abridged by specific Articles and Sections of this Agreement, the Employer reserves, retains and possesses all the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

- A. To determine the location and number of facilities;
- B. To determine and manage its facilities, equipment, operations, programs and services;

- C. To manage and direct its employees, including the right to select, hire, assign, promote, transfer, suspend, discharge, or discipline employees;
- D. To determine the size and composition of the work force;
- E. To issue directives and reasonable rules governing work standards and employee conduct;
- F. To utilize personnel methods and means in the most appropriate and efficient manner;
- G. To determine the hours of work and work schedule of employees;
- H. To take all necessary and specific action during emergency operational situations;
- I. To determine the standards of quality and performance to be maintained;
- J. To lay off employees;
- K. To introduce changes in methods, programs, jobs or facilities;
- L. To determine shift starting and quitting time;
- M. To determine the management organization, including the selection, retention, and promotion to positions not within the scope of this Agreement;
- N. To determine equipment required and necessary to perform work related activities.

ARTICLE 21
NO STRIKE — NO LOCKOUT

Section 21.1. There shall be no strikes during the term of this Agreement. The union shall not authorize or sanction, and members of the Bargaining Unit shall not instigate, participate in, or cause any such strike during the term of this Agreement.

Section 21.2. Whenever any violation of this Article occurs, the following actions will be immediately implemented:

- A. The Facility Administrator or his designee will notify the Union by telephone that a strike is in the process. The Union will at the time inform the person so notifying the Union if the strike is authorized by the Union or not.
- B. Should the strike not be authorized by the Union, it will immediately take aggressive, positive action to end the strike.
- C. The Union will notify the Facility Administrator within twenty-four (24) hours of being notified of a strike action indicating the action taken by the union in regards to the strike.

Section 21.3. There shall be no "Lock-Out" permitted by the Employer during the term of this Agreement.

ARTICLE 22
MISCELLANEOUS

Section 22.1. Employees shall not be disciplined by supervisors other than the Administrator from outside their department.

Section 22.2. The Employer shall provide updated sick, vacation, and personal time balances to bargaining unit members on request. This information shall be updated every pay period.

Section 22.3. Disciplinary actions taken against bargaining unit members as a result of their protected activity during work time shall be considered null and void.

ARTICLE 23
WAGES

Section 23.1. There shall be a wage freeze from July 1, 2012 through June 30, 2015.

On or about July 1, 2013, the Employer agrees to meet with three (3) members of the Union, including the administrative organizer, for the purpose of reviewing the financial status of the Auglaize Acres. As a result of this meeting, the Employer may, at the sole discretion of the Auglaize Acres Administrator, increase the wages of bargaining unit employees. The meeting described herein, shall not be construed as requiring the Employer to bargain or require the Employer to modify the labor agreement in any manner.

Section 23.2. The above wage increases shall also be applied to the pay rates as indicated in Appendix A, contained herein.

ARTICLE 24
SHIFT PREMIUM

Section 24.1. Employees who are assigned to work second shift shall be eligible for shift premium pay in the amount of fifteen cents (\$0.15) per hour actually worked.

Section 24.2. Employees who are assigned to work third shift shall be eligible for shift premium pay in the amount of twenty cents (\$0.20) per hour actually worked.

ARTICLE 25
WORKING OUT OF CLASSIFICATION

All employees required to work out of their classification shall receive the higher rate of pay provided at least two (2) hours are worked in the higher classification.

ARTICLE 26
PORTABLE PAGERS

Cell phones will be permitted to be in the building as long as they are not on your person and are turned off, with the exception of maintenance employees with Employer provided cell phones for work related use only. Cell phones may be used on breaks only.

If you are on your cell phone at any time other than break or have it on your person, you will be wrote up.

If this policy is abused, cell phone use will be discontinued in the building.

ARTICLE 27
HEALTH INSURANCE

Section 27.1. The Employer agrees to maintain health care benefits for the employees and shall utilize the same health care policy, including co-payment, as has been adopted by the Board of County Commissioners for other county employees.

Section 27.2. The Employer will retain the ability to determine the carrier and nature of the plan to be provided to employees and to implement cost containment provisions of procedures.

ARTICLE 28
HOLIDAYS

Section 28.1. Full-time employees shall earn the following holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Christmas Day	December 25

Section 28.2. Holidays shall be observed on the day on which they fall.

Section 28.3. All holidays will be scheduled as regular workdays, except for Christmas and Thanksgiving which will be rotated off each year, unless another employee has agreed to pick up the day.

Full-time employees who are normally scheduled to work eight (8) hours in a day are automatically entitled to eight (8) hours holiday pay at regular rate regardless of whether they work on the holiday. Compensation for working on a holiday shall be in addition to the

automatic holiday pay. In order to be eligible for holiday pay, a full-time employee must work the regularly scheduled workday before and the regularly scheduled workday after the holiday, unless on approved vacation.

- A. If a holiday occurs during a period of vacation leave the employee shall not be charged for vacation leave on the holiday.
- B. All full-time and part-time employees who are required to work on a holiday shall be paid one and one-half (1 ½) times their regular pay rate for all hours actually worked on the holiday. Such compensation shall be in addition to the automatic holiday pay.

Section 28.4. In lieu of an additional holiday, any employee required to work and who actually works on Easter may take additional, equivalent hours off with pay up to a maximum of eight (8) hours at the employee's regular hourly rate anytime during the remainder of the calendar year, subject to the approval of the employee's supervisor.

Premium and holiday pay, as described in this Article, shall not apply to Easter.

ARTICLE 29 VACATION

Section 29.1. Regular full-time employees shall earn vacation leave with pay at regular rate according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>YEARLY ENTITLEMENT</u>	<u>PER PAY PERIOD</u>
Less than 1 year	-0-	0
Upon completion of 1 year	Two weeks (80 hours)	3.1
Upon completion of 8 years	Three weeks (120 hours)	4.6
Upon completion of 15 years	Four weeks (160 hours)	6.2
Upon completion of 25 years	Five weeks (200 hours)	7.7

Employees who have completed twenty (20) years of service with Auglaize County shall be entitled to an additional forty (40) hours of vacation leave and at this time shall be credited 7.7 hours biweekly pay period for vacation leave. Part-time employees shall earn vacation on a fully pro-rated basis based on the number of hours worked per year.

Section 29.2. Vacation leave shall be used within the year that it is earned, which is based on an employee's anniversary, or forfeited, unless otherwise approved by the Administrator. In such cases, the Administrator may approve a carryover of up to one (1) year worth of accumulation for special and meritorious reasons on a case by case scenario. (For example, repeated requests for vacation time being denied by the Employer for operational need.)

Section 29.3. Vacation leave shall be taken at mutually agreeable times.

Employees who submit vacation requests during the period of January 1 to February 15 for later in the year, defined February 16 through February 15 of the succeeding year, shall be

automatically awarded the vacation, provided there is no conflict with the requests of other employees. If vacation requests submitted during January to February 15 result in a conflict among two (2) or more employees, the most senior employee will be awarded the vacation. An employee shall be notified no later than March 15 as to whether or not he/she will be awarded the vacation requested pursuant to this paragraph.

Vacations requested on or after February 16 shall be granted on a first-come, first-serve basis. Approved vacation requests, as described above, shall not be canceled to accommodate a leave request submitted after February 15.

Requests for vacation leave shall not be unreasonably denied.

Section 29.4. Vacation leave shall be charged in minimum increments of two (2) hours unless otherwise approved by the supervisor.

Section 29.5. Upon separation, employees shall be paid at regular rate for all earned, but unused, vacation leave.

Section 29.6. Employees that leave the Employer under mutually acceptable circumstances and return within one (1) calendar year shall be given credit for all previous service with the Employer for purposes of accruing vacation under this Article.

ARTICLE 30 SICK LEAVE

Section 30.1. Full-time employees shall earn sick leave at the rate of 4.6 hours per pay period. Part-time employees shall earn sick leave on a fully pro-rated basis.

Section 30.2. Sick leave shall be granted for the following reasons:

- A. Illness, injury or pregnancy related condition of the employee;
- B. Examination of the employee, including medical, psychological, dental, optical, auditory or speech/language. Sick leave shall be granted for the time necessary to travel to and from the examination and the time for the appointment, unless the employee is ill, as defined above, or otherwise incapacitated and unable to work. In such a case, the employee may be eligible for sick leave usage for the remainder of the day in accordance with this article;
- C. Death of a member of the employee's immediate family. Such usage shall be limited to the time required to make funeral arrangements and attend the funeral, not to exceed five (5) calendar days. Funeral leave shall not count as an occasion provided the employee provides evidence of the funeral on the first day back to work;
- D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the employee's affected family member;

- E. Examination, including medical, psychological, dental, optical, auditory or speech/language, of a member of the employee's immediate family member where the employee's presence is reasonably necessary. Sick leave shall only be granted for the time necessary to travel to and from the examination and the time for the appointment as defined in Section 30.2 (B);
- F. For purposes of this Article, immediate family is defined to include the employee's spouse, child, step-children, step-brother, step-sister, mother, father, grandmother, grandfather, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or any other person who stands in the place of a parent. Sick leave benefits are intended solely to provide income protection in the event of serious illness, injury, or death in the employee's immediate family and shall not be used for any other absence.

Section 30.3. Sick leave benefits will be calculated based on the employee's base rate of pay at the time of the absence. An employee shall be charged for sick leave only for hours for which they would otherwise have been scheduled to work except as provided for in Section 30.2 (B) above. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

Section 30.4. The amount of sick leave any one employee may accrue is unlimited.

Section 30.5. Sick leave shall be charged in minimum amount of two (2) hours, unless an employee leaves work early as a result of reasons listed in Section 30.2 of this Article. However, the Employer may require an employee to leave the facility on paid sick leave, when the Employer determines the employee may pose a risk to the health and well-being of any resident.

Section 30.6. Employees are required to notify their immediate supervisor or the immediate supervisor's designees as soon as they are aware they will be unable to report to work. Except in cases of emergency, this shall not be later than two (2) hours before the scheduled starting time and shall continue doing so for every succeeding day of absence thereafter, unless the expected duration of the absences are provided to the Employer by a licensed physician. This provision shall not apply to approved bereavement leave.

Section 30.7. The employee may be required to furnish a certificate from a licensed physician to support any absence if the Employer suspects that the absence or pattern of absences may be unwarranted. A doctor's certification will be required in cases where an employee is absent for three (3) or more consecutive days including a certification of health care provider pursuant to FMLA. Failure to provide a satisfactory certificate shall result in denial of sick leave payment.

Falsification of either the application for use of sick leave or a physician's certificate shall be grounds for disciplinary action up to and including discharge. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 30.8. An employee, at the time of retirement from active service with the County, shall be paid for the value of the sick leave that was earned but unused while employed by the County, subject to the following formula:

- A. The employee may be paid for one-fourth ($\frac{1}{4}$) of his/her accumulated sick leave up to a maximum of one hundred and twenty (120) days.
- B. The maximum permissible pay under this provision shall be thirty (30) workdays.

To qualify for the above payment, the employee shall have had prior to the date of retirement, ten (10) or more years of service with the County and be eligible to receive retirement benefits from the Ohio Public Employees Retirement System at the time of separation from employment with the County. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be subject to the provisions above.

An employee who retires with twenty-five (25) or more years of service with the County and is eligible to receive retirement benefits from the Ohio Public Employees Retirement System at the time of separation from employment with the County shall be entitled to sick leave conversion based upon the following:

- A. The employee shall be paid for one-half ($\frac{1}{2}$) of his/her accumulated sick leave up to a maximum of one hundred twenty (120) days; paid only once and shall eliminate all sick leave credit accrued by the employee. Eligible employees retiring from active service shall complete the appropriate documentation to initiate the payment process. The maximum permissible pay under this provision shall be sixty (60) workdays.

Employees who die shall be considered to have terminated employment as of the date of their death and his/her estate or descendants shall be eligible for sick leave payment for which the employee would have otherwise qualified. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the employee's estate.

Section 30.9. Users of sick leave on five (5) or more occasions in any twelve (12) month period shall be subject to disciplinary action according the following schedule:

Five (5) occasions	oral reprimand
Six (6) occasions	written reprimand
Seven (7) occasions	one (1) day suspension
Eight (8) occasions	two (2) day suspension
Nine (9) occasions	three (3) day suspension
Ten (10) occasions	termination

Three (3) tardies shall be considered an occasion and subject to the no fault disciplinary grid above. A tardy shall be defined as when an employee reports to work after the scheduled start time for the employee's shift, without applicable, approved leave. Three (3) instances of an employee failing to report to work with an Auglaize Acres issued ID badge, or similar device for clocking-in to work, shall be considered an occasion and subject to the no fault disciplinary grid above.

Sick leave scheduled one (1) week in advance of the first day of absence shall not be subject to the no fault disciplinary grid above provided the employee gives the Employer official notice one (1) week prior to the day of the absence and the employee provides a doctor's excuse as described in Section 30.10 below.

Section 30.10. An "occasion" for purposes of Section 9 shall mean an individual utilization of sick leave as defined in Section 2 regardless of the number of hours involved. (e.g., one (1) day or five (5) consecutive workdays would all be one (1) occasion of sick leave.) Any time an employee reports back to work and begins working, ends an occasion of sick leave.

Where an employee has a doctor's excuse for absences of one (1) or more days said absences shall be not counted as an occasion. This exemption shall only be effective three (3) times in any 12 month period, as described in Section 3.9, above. All submitted doctor's excuses must be from a licensed physician, indicating the nature of the illness or injury preventing the employee from working pursuant to Section 30.2 above, a statement indicating whether or not the employee was seen by the physician for an examination, the expected duration of the illness or injury, the date and time the employee was examined by the physician, any applicable specific work restrictions, including the duration of said specific work restrictions, and any medications prescribed which may impair work performance. Further, doctor's excuses must be submitted to the Employer on the first day the employee returns to work for the doctor's excuse to be considered for an exemption.

An employee who is sick and does not report to work as scheduled on the weekend shall be required to make up a weekend as scheduled by the Employer.

Section 30.11. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the employee's physical or mental capability to perform the essential duties of his position with or without reasonable accommodation. If found not qualified, the employee may be placed on a job he can perform without limitations or be separated for inability to perform his duties. This shall be considered a disability separation in accordance with O.A.C. Chapter 123:1-30. The employee shall be entitled to a hearing prior to separation and be entitled to Union representation.

ARTICLE 31

PERSONAL LEAVE ATTENDANCE BONUS

Section 31.1. Non-probationary, full-time bargaining unit employees shall be eligible to earn personal leave days as a result of not using accrued sick leave.

Section 31.2. A full time employee who does not use approved sick leave, or is otherwise absent from work without approved leave, from January 1 through June 30 of each calendar year shall be entitled to eight (8) hours of personal leave. A full time employee who does not use approved sick leave, or is otherwise absent from work without approved leave, from July 1 through December 31 of each calendar year shall be entitled to eight (8) hours of personal leave.

Section 31.3. Employees shall be granted personal leave on a weekend upon giving a two (2) week notice. Said weekend personal leave shall only be taken in two (2) hour increments or more.

Employees shall be granted personal leave during the week upon giving a forty-eight (48) hour notice.

In emergency situations, employees may be granted personal leave with shorter notice.

Section 31.4. Personal leave not used in the calendar year after it is earned shall be forfeited.

ARTICLE 32

WORKERS' COMPENSATION/WAGE CONTINUATION

Section 32.1. Employees injured while working within the scope of their employment, and who are temporarily disabled by such injury, shall receive their usual and normal salary and compensation provided the employee complies with the provisions contained in this Article. However, no employee shall be eligible for wage continuation unless and until the employee has completed and submitted a "Report of Injury" Form to the Facility Administrator within forty-eight (48) hours of the incident. The employee must also cooperate in filing a claim for workers compensation, medical coverage only. Any employee who files a claim with workers compensation for lost time wages shall not be eligible for wage continuation as provided in this Article.

Section 32.2. If the injury sustained by the employee is determined to be work-related as defined herein, then wage continuation shall be granted for an initial duration of ninety (90) days. The Employer shall provisionally grant the wage continuation immediately upon the receipt of the employee's "report of injury" form and upon receipt of written confirmation that the employee does not intend to apply for lost wages with the Bureau of Workers' Compensation (BWC). The Employer's provisional acceptance of the wage continuation will only be terminated if the conditions of Section 32.6 below apply.

Section 32.3. The ninety (90) day period of wage continuation may be extended on a period by period basis, not to exceed six (6) months, at the sole discretion of the Employer. Following the period of wage continuation, the employee may apply for lost wages with the BWC or may request to use accumulated sick leave, vacation, or may apply for an unpaid disability leave if the employee is still disabled.

Section 32.4. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer, however, the employee must be medically qualified to perform the transitional work assignment. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee.

Physical examinations required pursuant to this Article shall be at the Employer's expense.

Section 32.5. Additional wage continuation may be granted by the Employer after ninety (90) days upon certification by a duly licensed physician and approval by the Facility Administrator. Diagnosis and certification demanded by the Employer to consider additional leave shall be paid for by the Employer. Approval of extensions will not be unreasonably withheld but shall not result in a total wage continuation period of more than six (6) months.

Section 32.6. Any employee suffering an injury that is determined to be a non-work related injury shall not be eligible for wage continuation as provided for in this Article. The Employer may deny wage continuation, as provided in this Article, due to the length of the expected leave, or the refusal of the employee to work a transitional work assignment that the employee is medically qualified to perform, or the refusal of the employee to submit to physical therapy that may aid in the recuperation of the employee.

Should the Employer deny or terminate the wage continuation, as provided above, the employee may then file for lost wages with the Bureau of Worker's Compensation. The Employer will notify the employee within 24 hours of any decision to deny or terminate the wage continuation.

Section 32.7. An employee shall have the right to buy back any sick leave and vacation time used while waiting for a decision from the Employer as to whether or not injury leave will be granted. Further, an employee shall have the right to buy back any sick leave and vacation time used while waiting for the BWC to approve a claim for lost wages, including but not limited to the waiting period required by the BWC.

An employee shall be returned to their same position if applicable from an approved workers' compensation claim. If the same position does not exist, the employee shall be returned to a comparable position.

Section 32.8. An employee on a transitional work assignment shall normally be assigned to perform duties that are consistent with his/her job classification. In addition, the Employer agrees that it will not rely upon an employee on a transitional work assignment to meet the staffing requirements of any department.

ARTICLE 33 **WAIVER IN CASE OF EMERGENCY**

Section 33.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Auglaize County Commissioners, the County Home Administrator, or the Mayor of the City of Wapakoneta, such as acts of God, natural disaster, civil disorder, national or local emergency the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances and/or the Union to file an initial grievance.

Section 33.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall

proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed. The timelines for grievances that occur during an emergency as described above, shall begin upon the expiration of the emergency.

ARTICLE 34

APPLICATION OF THE OHIO CIVIL SERVICE AND RELATED LAWS

Section 34.1. The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administration Services do not apply to bargaining unit employees.

Section 34.2. Except as expressly otherwise provided for in this Agreement, Sections 124.01 through 124.56 of the Civil Service Laws contained in the Ohio Revised Code do not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit. All provisions listed in the Table of Contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Section 124.01 through 124.56, O.R.C. Sections 325.19, 9.44, and 4111.03 and resolutions passed by the Auglaize County Commissioners.

ARTICLE 35

SCOPE OF AGREEMENT

Section 35.1. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices, or any understandings of any kind.

Section 35.2. 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 subject or 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.

Section 35.3. The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, procedures, and standard operating procedures, directives, and job descriptions to regulate the personal conduct of employees consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 35.4. The Employer recognizes that no rules, regulations, policies, procedures, or standard operating procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least thirty (30) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the

Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 36, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under O.R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the thirty (30) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 35.5. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example, emergency circumstances or state or federal directive or regulations, may require the Employer to implement a change immediately.

ARTICLE 36 **DURATION**

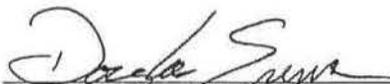
Section 36.1. This Agreement shall remain in full force and effect upon signing unless otherwise specified in other areas of this Agreement _____, until June 30, 2015. Either party shall notify the other in writing not more than ninety (90) days nor less than sixty (60) days prior to the expiration date set forth herein that it desires to modify this Agreement. In the event such notice is given, negotiations shall commence not later than sixty (60) days prior to the expiration date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 25th day of April, 2013.

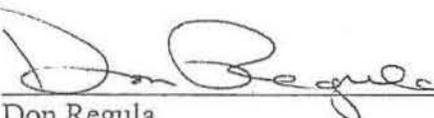
FOR AUGLAIZE ACRES:

FOR THE SERVICE EMPLOYEES
SEIU District 1199 WV/KY/OH
The Health Care and Social Service Union



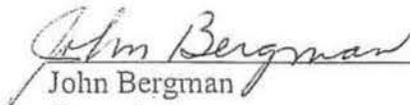
Douglas Spencer
Commissioner

Susan Elliott,
Executive Board Member

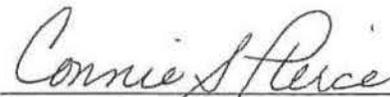


Don Regula
Commissioner

Becky Williams
President



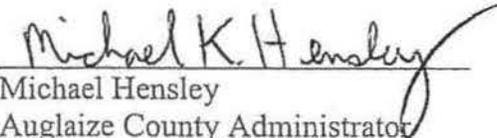
John Bergman
Commissioner



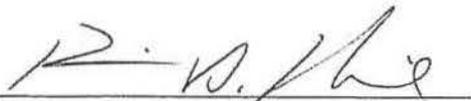
Connie Pierce
Auglaize Acres Administrator



Edwin A. Pierce
Auglaize County Prosecuting Attorney



Michael Hensley
Auglaize County Administrator



Patrick A. Hire
Management Consultant

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the _____ day of _____, 2013.

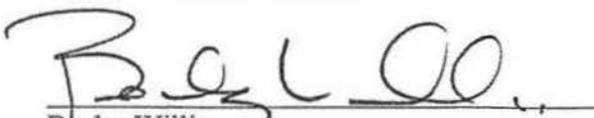
FOR AUGLAIZE ACRES:

FOR THE SERVICE EMPLOYEES
SEIU District 1199 WV/KY/OH
The Health Care and Social Service Union

Douglas Spencer
Commissioner

Susan Elliott,
Executive Board Member

Don Regula
Commissioner



Becky Williams
President

John Bergman
Commissioner

Connie Pierce
Auglaize Acres Administrator

Edwin A. Pierce
Auglaize County Prosecuting Attorney

Michael Hensley
Auglaize County Administrator

Patrick A. Hire
Management Consultant

*BUJ
1/2/13*

APPENDIX A
WAGE SCHEDULE

Classifications*	2008
	Commencing with the first full pay period closest to June 30.
S1	\$10.10
S2	\$10.09
S3	
A.	\$10.61
B.	\$10.95
S4	\$11.09
S5	\$11.07
S6	\$12.07
S7	\$12.55
S8	\$15.80

* Please refer to Appendix B for classification and pay range listing.

APPENDIX B
BARGAINING UNIT CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Dietary Worker	S1
Environmental Service Worker (Housekeeping & Laundry)	S1
Nurse Aide Trainee	S1
Uncertified Activities Assistants	S2
Prep Cook	S3 A.
Certified Nursing Assistants	S3 B.
Certified Restorative Nursing Assistant	S4
Rehabilitation Aide	S4
Cook	S4
Transportation Aide	S4
Certified Activities Assistant w/ an Associates Degree	S5
Environmental Services Worker II	S6
Janitor	S6
Maintenance Worker I	S6
Social Worker Assistant	S7
LPN	S8
Maintenance Worker II	S8