12-MED-07-0669
2965-01

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STATE EMPLOYMENT
RELATIONS BOARD

2013 FEB 28 P 2:25

# AGREEMENT

BETWEEN

## THE BOARD OF HENRY COUNTY COMMISSIONERS
[COUNTRY VIEW HAVEN]

AND

## TEAMSTERS LOCAL 20

EFFECTIVE: NOVEMBER 1, 2012
EXPIRATION: OCTOBER 31, 2015

BOARD OF HENRY COUNTY COMMISSIONERS:
Robert Hastedt
Thomas VonDeylon
Glen Miller

TEAMSTERS LOCAL 20:
Bill Lichtenwald, President

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# PREAMBLE

## ARTICLE 1

A. This Agreement is made November 01, 2012, and sets forth the collective bargaining agreement [known herein as the "Agreement"] negotiated and entered into by and between the Board of Henry County Commissioners [known herein as the "Employer" and the "Board"] which operates Country View Haven [known herein as "CVH"] and the Teamsters Local 20, affiliated with the International Brotherhood of Teamsters [known herein as the "Union"].

B. It is the intent and purpose of the parties hereto to maintain harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, the mutual agreement of other conditions of employment, and to comply with the requirements of ORC 4117.

# RECOGNITION

## ARTICLE 2

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of all the employees in the Collective Bargaining Unit.

B. The Collective Bargaining Unit is defined as follows:

1. Included: All full-time and regular part-time nursing assistants, Rehabilitation Aide, Transfer Aide, Activity Director, dietary, maintenance, and housekeeping/laundry employees.
2. Excluded: Administrator; Administrative Assistant; all RN's and LPN's; all other professional, supervisory, and confidential employees; all office clerical staff; Beautician, General Assistance workers, intermittent, and Green Thumb workers.

C. Whenever the words "employee" or "employees" are used in the Agreement, they shall be deemed to only mean employees in the Bargaining Unit as defined in Section B[1] of this Article.

D. Supervisors and Administrative staff shall not do Bargaining Unit work that would displace, replace a Bargaining Unit member, or inhibit the natural growth of the Bargaining Unit, except in emergency situations, such as snow, natural disaster, etc. However, the parties acknowledge and agree that the Dietary Supervisor and the Housekeeping Supervisor have historically been and shall continue to be "working supervisors," who perform the same work as bargaining unit members.

## UNION MEMBERSHIP AND DUES DEDUCTION

### ARTICLE 3

A. In recognition of Teamsters Local 20's services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and Employer, employees within the Bargaining Unit shall, within one hundred and twenty (120) days of this Agreement, or their date of hire, whichever is later, either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20.

B. Employer will deduct any unpaid union dues, initiation fees and equal assessments owed to the Union, as well as current union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which current dues and any initiation fees or service charges are due the Union. Employer further agrees to remit to the Secretary-Treasurer of the Union dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

C. The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117-09.

D. The Union shall indemnify and save Employer harmless against any liability that may arise out of, or by reason of, any actions taken by Employer for the purpose of complying with the provisions of this Section. In the event that the Employer is held responsible for the repayment of monies paid to Local 20 pursuant to this Section, Local 20 to the extent of those funds actually received, shall reimburse same to Employer and/or the designated employees involved.

## LOCAL 20 REPRESENTATIVES

### ARTICLE 4

A. The Employer agrees that accredited representatives of Teamsters Local 20 may enter Country View Haven for the purpose of investigating grievances and ascertaining whether the provisions of this Agreement are being complied with.

B. The Union agrees that such activities of Teamsters representatives shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such visits.

C. Grievance meetings and disciplinary conferences shall be scheduled at times mutually agreed to by the Administrator and the Teamsters Representative.

## NOTIFICATION

## ARTICLE 5

All correspondence to the Union, unless otherwise specified herein, shall be addressed to the President and Business Agent of the Union, located at 435 South Hawley Street, Toledo, Ohio 43609.

## NON-DISCRIMINATION

## ARTICLE 6

A. Neither the Employer nor the Union shall discriminate against any employee on the basis of sex, age, color, race, national origin, physical or mental disability, (except to the extent that physical ability to perform the job is a bonafide occupational qualification), or veteran's status.

B. Neither the Employer nor the Union shall directly or indirectly discriminate against any employee on the basis of the employee's membership or non-membership in the Union.

C. The Employer will not interfere with the rights of employees to become members of the Union, nor will it discriminate or retaliate against any employee engaging in any legal or permitted Union activity.

D. The Union will not interfere with the rights of employees to not become members of the Union, nor will it discriminate or retaliate against any employee who chooses not to become a member of the Union or to take part in any Union activity.

## STEWARDS

## ARTICLE 7

A. The Employer recognizes the right of the Union to designate a Chief Steward and Stewards in such numbers as are necessary for the enforcement of this Agreement.

B. The authority of the Chief Steward and Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement, Article 33.
2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its Officers.

C. Only one [1] Steward and one [1] employee may confer at any given time regarding a grievance. Subject to prior approval of both the Steward's and the grievant's Immediate Supervisor, the Steward may confer with a grievant for a reasonable period of time during working hours, without loss of pay, up to a limit of two [2] hours per grievance. The use of such conference time shall not interfere with the Employer's

operations or unduly interrupt other employees. After completion of any such conference, the Steward and the grievant will both report back to their assigned work sites. If the Steward and the grievant have need to confer beyond their working hours, they shall continue their conference at some location other than the Employer's work areas. Stewards shall receive no pay, nor credit of any kind for time spent in any such conference during their non-working hours. Employees are required to respond to emergencies that may arise during such conferences.

D. A Steward shall suffer no loss of pay when, during his/her regular working hours, s/he attends a grievance meeting or disciplinary hearing, or s/he consults with a Supervisor, the Administrator, or the Administrator's designee. However, time so spent by the Steward Delegate during his/her non-working hours shall not be compensable, nor shall it be considered time worked. Employees are required to respond to emergencies that may arise during such meetings or hearings.

E. Any time spent by a Steward in any grievance meeting or disciplinary conference, and for which the Steward receives his/her usual pay, shall be counted as hours worked for the purposes of calculating entitlement to overtime or for the accrual of Vacation Leave or Sick Leave.

F. The Employer is not obligated to recognize anyone as a Steward or officer until the Union has presented the Administrator with written notice of that person's selection. Therefore, the Union must provide the Administrator with an official written roster of its local officers and its Stewards. This roster is to be kept current at all times and shall include the following:

1. name;
2. home address and home telephone number;
3. Immediate Supervisor; and
4. Union office or position held.

G. The Chief Steward and Stewards have no authority to take strike action, or any other action interrupting the Employer's operations except as are lawful, in accordance with the provisions of this Agreement, and authorized by official action of the Union.

H. All correspondence addressed to the Chief Steward at CVH shall be forwarded to the Chief Steward.

I. Any violation of this Article shall be subject to disciplinary action.

## BULLETIN BOARDS

## ARTICLE 8

A. The Employer shall provide one [1] Union bulletin board in the downstairs break room. However, the board will be placed at a location mutually agreed upon by the Administrator and the Chief Steward.

B. The size of the bulletin board shall be three [3] by four [4] feet.

C. All notices shall be posted by the Chief Steward or designated officer of the Local.

Union notices relating to the following may be posted without the Employer's prior approval:

1. Union recreational and social affairs;
2. Union newsletter [provided the contents do not violate the restrictions contained in this Article];
3. notice of Union meetings, appointments, and elections;
4. results of Union elections;
5. reports of non-political standing committees and independent, non-political arms of the Union;
6. non-political publications, rulings, or policies of the Union.

D. All other notices of any kind not covered above must receive the prior approval of the Employer prior to being posted.

E. No material may be posted on a Union bulletin board if it contains any of the following:

1. personal attacks upon any employee;
2. scandalous, scurrilous, or derogatory comments or remarks about, or upon, the Board, the Administrator, CVH, Henry County, or any employee;
3. any comment, statement, or publication regarding any candidate for public office or any political issue.

F. No Union-related material of any kind may be posted anywhere in or upon the Employer's premises or facilities or upon the Employer's equipment, apparatus, or property, except on these bulletin boards.

G. The Administrator shall have the right to remove any material posted on the Union bulletin board or elsewhere in violation of this Article or any other provision of this Agreement, but the question of whether the removed material was violative of this Article or any other provision of this Agreement shall be grievable, and such grievance shall commence at the STEP 4 - ARBITRATION PROCESS level.

## MANAGEMENT RIGHTS

## ARTICLE 9

A. The management of the Employer's operations and the direction of employees are vested exclusively with the Employer except where expressly abridged by a specific provision of this Agreement. Therefore, the Employer retains the sole right:

1. to hire, assign, schedule, evaluate, discipline, discharge, lay off, transfer, demote, and promote employees;
2. to determine or change employees' starting and quitting times;
3. to determine the number of hours to be worked by employees;
4. to sub-contract work;
5. to assign, combine, revise, or modify job duties;
6. to determine the Department's organizational structure;
7. to determine the overall methods, process, means, or personnel by which the CVH operations, services, and programs are to be conducted;

8. to schedule and assign overtime and determine the amount thereof required or

to be permitted;

9. to determine the adequacy of the work force;
10. to determine the overall mission of CVH as a unit of government and to take action[s] necessary to carry out that mission;
11. to require employees to meet physical, mental, educational, and other standards in accordance with statutory, judicial, or regulatory requirements.
12. To in all respects carry out the ordinary and customary functions of management.

B. Whenever a substantial change is effected in any job which results in substantially increased or decreased efforts of employees concerned, or which calls for a reclassification as to skill, and whenever a new job is established, a new wage rate and/or classification for any such work shall be established by the Employer so as to reflect properly the job content. The Employer shall notify the Union whenever a new wage and/or classification is established. The rate established for such new classification shall be set at a rate comparable to other classifications with similar duties, responsibilities, and authority. Such change shall be subject to negotiation upon request therefor by the Union.

C. The Union reserves the right to protect their work. The County may sub-contract work not traditionally and historically done by the bargaining unit. The Union will not contest any sub-contracted work the Union has not traditionally and historically done.

## NO STRIKE/NO LOCKOUT

## ARTICLE 10

A. Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly in any strike, slow-down, cessation or interruption of work, interference with the shipment of goods and materials, boycott, or interfere with the operation of Employer in any way, during the term of this Agreement.

B. In the event any employee or group of employees violates Section A hereof, Teamsters Local 20, upon being notified, shall immediately order orally and by telegram [with a copy to the Employer] all employees to return to work notwithstanding the existence of a picket line.

C. In the event any employee or group of employees violates Section A hereof, the Administrator during the first twenty-four [24] hour period of such violation, shall have the sole and complete right to take disciplinary action, short of discharge, against all participants in such violation, and such participants shall have no right to appeal such disciplinary action through this Agreement, nor shall they have recourse to the courts, SERB, SPBR, DAS, or any other entity.

D. After such violation of Section A has continued beyond the first twenty-four [24] hour period, the Board shall have the sole and complete right to discharge any participant in such violation, and any participant so discharged shall have no right to appeal such discharge through this Agreement, nor shall such discharged participant have recourse to the courts, SERB, SPBR, DAS, or any other entity.

E. An employee discharged as a consequence of his/her violation of Section B of this

Article shall have no right to reinstatement or re-employment with the Employer, and any appeal of such discharge shall be limited in scope to the question of whether the employee did or did not participate in the prohibited activity.

F. The Employer agrees that it will not lock out its employees during the term of this Agreement.

## PROBATIONARY PERIODS

## ARTICLE 11

A. NEW-HIRE PROBATIONARY PERIOD

1. New-hired personnel shall be considered to be on probation for a period of one hundred and twenty (120) consecutive calendar days.
2. The Employer shall have the sole discretion to discipline or discharge newly-hired probationary personnel, and such Employer actions during this probationary period cannot be appealed through this Agreement's Grievance Procedure, nor can such Employer actions be appealed to the SPBR. Likewise, disciplinary action taken against newly-hired personnel or discharge of such personnel shall not be subject to any of the reporting or procedural requirements of the OAC, ORC 124.34, et al., or DAS. The Employer's decision to discipline or discharge newly-hired probationary personnel shall not be affected by this Agreement; however, probationary personnel shall not be terminated solely because of their Union membership or representation.
3. Newly-hired probationary personnel shall have no recourse to this Agreement's Grievance Procedure for any reason whatsoever, and newly-hired personnel shall not be eligible for Union membership or representation until they have successfully completed their new-hire probationary period.
4. Newly-hired probationary personnel shall not be eligible for promotion to any other job until they have successfully completed their new-hire probationary period.
5. Newly-hired probationary personnel are not eligible for those benefits provided to employees under this Agreement such as, for example, holiday pay. During their new-hire probationary period, such non-bargaining unit personnel will be afforded only those benefits and privileges mandated by applicable law, rule, regulation, and/or those benefits and privileges granted to non-bargaining unit personnel in the exercise of the Employer's judgment and sole discretion.

B. PROBATIONARY PERIOD OF AN EMPLOYEE ON LOA: The period during which an employee is on LOA shall not be counted towards an employee's new-hire probationary period.

C. An employee shall have no seniority for the probationary period.

# SENIORITY

## ARTICLE 12

A. Seniority is the length of continuous service with the Employer from the last date of hire.

B. Irrespective of his/her seniority, the Chief Steward shall be the last employee laid off and the first employee recalled, provided that s/he is qualified to perform the available work.

C. Seniority and employment shall be deemed terminated and interrupted when an employee:

1. is laid off for a continuous period of three hundred and sixty-five [365] consecutive calendar days commencing with the first day of the layoff;
2. is discharged for just cause;
3. quits his/her job;
4. does not report within forty-eight [48] hours after the expiration of an approved leave of absence unless the Employer and the employee have mutually agreed to extend the reporting date;
5. fails to report or give satisfactory explanation for not reporting, within two [2] working days of receiving notice by certified mail, telegram, or telephone of recall from layoff, in which case s/he shall be considered as having voluntarily quit;
6. retires;
7. has been on a leave of absence and/or disability separation due to an injury or illness for a period of thirty-six [36] consecutive months [except in those cases involving pregnancy, childbirth, or medical conditions related thereto, in which cases, the employee's individual capacities and medical status shall be taken into account];
8. is rendered permanently incapable of performing his/her assigned job duties due to illness, injury, disability, or handicap, and such permanent incapacitation is established in accordance with the requirements for disability under the provisions of the Public Employees Retirement System of Ohio.

D. Newly-hired personnel acquire no bargaining unit seniority until they have successfully completed their new-hire probationary period; however, upon successful completion of that new-hire probationary period, the individual will be considered an employee within the meaning of this Agreement, and the "employee's" seniority date shall be retroactive to the first day for which s/he was paid after being hired.

E. Seniority shall be utilized and relied upon only for those purposes specifically described in the various articles of this Agreement.

F. SENIORITY LIST: The Employer shall maintain a seniority list showing the names of employees ranked according to length of continuous service from last date of hire and shall periodically update such list. The Employer shall post such list quarterly on the Union bulletin board on the first day of January, April, July, and October of each calendar year. Also, within thirty [30] consecutive calendar days of the signing of this Agreement, the Employer shall post such a seniority list on the Union bulletin

board. Any dispute regarding an employee's seniority date shall be presented to the Employer in writing no later than thirty [30] consecutive calendar days from the date the seniority list is posted. If no protest is presented during this period, the list shall be deemed correct. An employee whose name who appears on the list for the first time shall have thirty [30] consecutive calendar days to protest his/her seniority date. Also, the Employer will furnish a copy of each seniority list to the Chief Steward.

## LAYOFF AND RECALL

## ARTICLE 13

A. The Employer, in its discretion, shall determine when and in which Departments, classifications, and jobs layoffs are necessary unless it is clearly established that such a determination is arbitrary.

B. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds, re-organization, or job abolishment.

C. Within each Department, classification, and job affected, employees will be laid off in accordance with their skill and ability to perform the remaining work available without further training as determined by the Employer. When the Employer determines that two [2] or more employees, within the same Department, classification, and job, have equal experience, skill, ability, and qualifications to perform the work available without further training, the employee, or employees, with the least seniority within that Department, classification, and job will be laid off first.

D. If the Employer determines that a layoff is necessary in any Department, classification, or job, "Special Agreement Personnel" regularly assigned to bargaining unit work will be terminated and employees will be laid off in the following order within the affected Department, classification, or job:

1. intermittent and student personnel;
2. new-hire probationary personnel; and
3. remaining employees.

E. Laid off employees shall be placed on a recall list for a period of three hundred and sixty-five [365] consecutive calendar days, commencing with the effective date of the layoff. If there is a recall, employees, who are still on the recall list will be recalled by seniority provided they possess the ability to perform the work available.

F. Notice of recall shall be sent to the employee by Certified U.S. Mail, and such notice shall be directed to the last mailing address provided by the employee. A copy of each recall notice shall be provided to a Steward.

G. A recalled employee shall have forty-eight [48] hours following the delivery of such recall notice to return to work unless a later date for returning to work is specified in the notice. If an employee does not return to work in accordance with the provisions of this Section G, s/he shall be deemed to have voluntarily resigned, and such resignation shall be effective upon the date specified in the recall notice for the employee to report to work.

H. An employee on required or voluntary layoff will be permitted to utilize his/her accrued Vacation Leave during the period of the layoff. However, if an employee is placed on Vacation Leave when in "laid off" status, the employee will not be considered in active pay status while on such Vacation Leave.

I. If the Employer gives notice of a layoff, affected employees may elect to take a voluntary layoff providing the Employer has qualified employees or personnel to perform the work of the person[s] taking the voluntary layoff. It is understood that once an employee takes a voluntary layoff, such employee will remain on layoff unless s/he is recalled to work by the Employer in accordance with the provisions of Sections E, F, and G of this Article.

J. Laid off employees may "bump" in accordance with the "Bumping Rights" Article of this Agreement.

## BUMPING RIGHTS

## ARTICLE 14

A. Subject to the provisions of this Article, an employee may "bump" [i.e., "displace"] other employees if:

1. the employee's job is abolished;
2. the employee is laid off; or
3. the employee does not successfully complete his/her promotional probationary period.

B. "Bumping" is subject to the following provisions:

1. An Affected Employee may exercise his/her right to bump the least senior employee within his/her classification on the shift of his/her desire.
2. In the event there is no junior employee remaining in his/her particular classification, the affected employee may bump a less senior employee on the shift of the affected employee's choice in any classification that the affected employee is qualified to perform.
3. The subsequent employee then displaced may bump the least senior employee within the displaced employee's classification, or the least senior employee on the shift of the displaced employee's desire in a classification the displaced employee is qualified to perform.
4. The remaining employee[s] shall then have the opportunity to bid into those vacancies created by the initial layoff pursuant to the transfer section.

C. The "bumping" employee must notify the Administrator, in writing on a form provided by the Employer, of his/her intention to "bump" within two working days after receipt of a notice of abolishment, layoff, or unsuccessful completion of his/her promotional probationary period.

# FILLING OF VACANCIES

## ARTICLE 15

A. Whenever the Employer determines a job vacancy exists in the Bargaining Unit which the Employer desires to fill, the Employer shall post a notice of such vacancy on the employees' bulletin board. The notice shall be posted for three [3] business days, beginning with the day of posting. Any Bargaining Unit employee who wishes to be considered for the job must sign the notice within the posting period. A copy of the posting shall be given to a Steward at the time of the posting or within twenty-four [24] consecutive hours thereafter, and every posting shall include the following:

1. the job title;
2. the Department and salary of the job;
3. a general description of the duties of the job;
4. required qualifications;
5. normal starting time on the prescribed shift;
6. designation of the job as full-time or part-time;
7. the proposed date when the employee shall start work on the posted job which date shall be in a reasonable period of time after the applicant's selection.

B. The Employer shall fill the posted job on the basis of qualifications and ability to perform the work involved. If it is determined that two [2] or more employees are substantially equal in qualifications and ability, then seniority shall prevail. However, an employee bidding on an opening within his/her same classification shall be considered qualified, and seniority shall prevail. In the event no employee signs the posting notice, or if the Administrator determines that no employee possesses the required qualifications, the Employer may either then fill the vacancy in the manner it deems appropriate, or the Employer may elect not to fill the vacancy.

C. Nothing in this Agreement shall be construed to limit or prevent the Employer from temporarily filling a vacant job pending the Employer's determination as to whether or not the vacancy is to be filled on a permanent basis.

D. If an employee is selected to fill a job that is posted in accordance with this Article, the employee shall serve a promotional probationary period as set out below, unless the employee is bidding from the same classification.

E. <u>PROMOTIONAL PROBATIONARY PERIOD</u>

1. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed job, which shall begin on the first day on which the employee performs the duties of the job to which s/he has been promoted and shall continue for a period of thirty [30] consecutive calendar days.
2. Prior to the completion of this promotional probationary period, the employee may request re-assignment to his/her former job at the current rate of pay for that job, provided that job still exists.
3. If the Employer determines that the employee is not capable of satisfactorily performing the duties of the job into which s/he has been promoted, the Employer may, prior to the conclusion of the employee's promotional

probationary period, re-assign the employee to his/her former job at the current rate of pay for that job, provided that job still exists. In the event the employee's former job no longer exists, the Employer will re-assign the employee to that job most similar to the employee's former job and for which the employee is qualified. The Employer's decision to re-assign the employee to his/her former job will be subject to the Grievance Procedure as described in Article 33.

4. Newly-promoted employees shall not be eligible for promotion to any other job until they have successfully completed their promotional probationary period.

F. If an employee is selected for promotion, s/he will be compensated at the appropriate rate, commencing upon the first day s/he works in the job to which promoted.

G. New-hire personnel still within their initial probationary period may bid on posted bargaining unit vacancies, but, if selected to fill a vacancy, such an individual must successfully complete his/her new-hire probationary period, as well as his/her promotional probationary period. However, new-hire probationary personnel shall not be awarded any bid over a bargaining unit employee.

## EMPLOYMENT STATUS

## ARTICLE 16

A. The status of an employee is defined as:

1. Full-time employees are regularly scheduled to work eighty [80] or more hours per bi-weekly pay period.
2. Part-time employees are regularly scheduled to work less than eighty [80] hours per bi-weekly pay period.

B. "SPECIAL AGREEMENT PERSONNEL": Any person whose relationship with the Employer is pursuant to a "Special Agreement," written, or other employment contract, or who has any other relationship with the Employer for the provision of services shall be deemed to be "Special Agreement Personnel." "Special Agreement Personnel" are not defined as "employees" under this Agreement and are not considered to be members of the bargaining unit. However, Special Agreement Personnel shall not be used by the employer to circumvent this agreement. The following are examples of "Special Agreement Personnel":

1. INTERMITTENT: an individual who works an irregular schedule that is determined by the fluctuating and unpredictable demands of the work [e.g., "agency help" who are utilized to fill vacancies that cannot be filled by bargaining unit employees];
   a. Contingency employees are required to work at least 16 hours per month. Contingency employees shall only have seniority among themselves. Contingency employees will be listed separately on the regular seniority list. If a contingency employee should decide to become a regular full-time/part-time employee, they shall be placed on the regular seniority list with a seniority date that reflects that full-time or part-time status change. If a contingency employee works 32 hours but less than 160 hours per month, they shall be considered a part-time employee.

2. *CONTRACT:* an independent contractor who performs a specific service under the terms and conditions of a contractual agreement;

C. Individuals classified as listed in Section B will be considered for bargaining unit jobs before hiring from the outside.

D. The Employer will notify the Chief Steward, in writing, when an individual has successfully completed his/her new-hire probationary period, and the Employer will inform the Chief Steward, in writing, when a non-probationary employee's employment is terminated.

## SICK LEAVE

## ARTICLE 17

A. All employees earn Sick Leave at the rate of .0575 hours per each hour actually worked.

B. Sick Leave is charged in minimum units of one [1] hour for the first hour, and then in one-quarter [¼] hour increments. Employees are charged for Sick Leave only for time when they would otherwise have been scheduled to work.

C. Sick Leave shall be granted for absences due to the following reasons:

1. Illness, injury, or medical conditions of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or residents.
3. Treatment or examination of the employee, including medical, psychological, dental, or optical treatment or examination by a licensed physician when such treatment and/or examination can not reasonably be scheduled during non-working hours.
4. Death of a non-member of the employee's immediate family [refer to Bereavement Section].
5. Illness, injury, or medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member.
6. Treatment or examination, including medical, psychological, dental, or optical treatment or examination of a member of the employee's immediate family by a licensed physician where the employee's presence is reasonable necessary and when such treatment and/or examination can not reasonably be scheduled during non-working hours.

D. <u>PROCEDURE</u>:

1. If an employee is ill and unable to report to work, s/he shall notify the "Charge Nurse" on duty at least two [2] hours prior to the start of the employee's scheduled shift unless an emergency situation arises.
   a. If an employee calls off work less than two (2) hours and presents a licensed physician slip, that employee will receive sick pay.
2. Where Sick Leave is required to care for members of the immediate family, the supervisor may require a licensed physician certificate to the effect that the presence of the employee is necessary to care for the ill member.

3. If illness, injury, or disability continues past the time covered by earned Sick Leave, the additional absence will be chargeable against the employee's FMLA leave entitlement [if any such leave entitlement remains] in accordance with the FMLA Article contained elsewhere in this Agreement OR UNPAID MEDICAL LEAVE, ONCE SICK AND ELIGIBLE VACATION LEAVE HAS BEEN EXHAUSTED.

E. ABUSE OF SICK LEAVE:

1. In those situations where an employee has accrued Sick Leave to cover an absence and the Employer can substantiate the abuse of Sick Leave, either on an individual case or by virtue of a demonstrated pattern, the Employer shall have the right to discuss the problem with the employee and to counsel the employee. If the Employer can substantiate the abuse of Sick Leave, either on an individual case or by virtue of a demonstrated pattern after such discussion and counseling, the Employer shall have the right to disapprove paid Sick Leave. Employees failing to comply with the Sick Leave rules and regulations shall not be paid. Applications for Sick Leave with intent to defraud shall be grounds for disciplinary action, up to and including termination.
2. After such discussion and counseling as provided in Subsection 1 above, the Employer may require an employee to submit a licensed physician's certificate of necessity for absence whenever an employee requests Sick Leave.

F. TRANSFER OF SICK LEAVE CREDITS:

1. An employee who transfers from another Ohio public agency to CVH, or who after previous employment at CVH is re-appointed or reinstated, shall be credited with the unused balance of his/her accumulated Sick Leave, provided:
   a. the time between separation and re-appointment or reinstatement does not exceed ten [10] years;
   b. that written verification thereof is obtained by the employee and given to the Administrator;
   c. cash payment was not received from the Employer or any other employer for the balance of the employee's Sick Leave.
2. The words "public agency" as used herein include the state of Ohio, as well as Ohio counties and municipalities.

G. If an employee who has five [5] or more years of service retires or dies, the employee [or the employee's estate in the event of death] will be paid one-fourth [¼] of all the employee's accrued Sick Leave up to a maximum of three hundred and twenty [320] hours at the employee's hourly rate of pay in effect at the time of retirement or death.

H. Employees who have exhausted accrued Sick Leave may use Vacation Leave to cover absences as described in Section D of this Article, provided such use of Vacation Leave complies with the provisions of the FMLA Article contained elsewhere in this Agreement.

I. If an employee has been absent due to an illness, injury, or other disabling condition for three [3] or more consecutive working days, then the Employer may require the employee to submit a licensed physician's statement.

J. The Employer may require any employee to undergo a "fitness for duty" medical examination to be conducted by a licensed physician of the Employer's choice at any time the Employer determines in the exercise of its discretion that the employee may be unable to perform the essential functions of his/her position, with or without a reasonable accommodation, due to illness, injury, or other disabling condition. In such cases, the employer shall pay for such examination and the employee shall authorize the examiner to provide the Employer with all data, findings, and results pertinent to the employee's ability to perform the essential functions of his/her position, with or without a reasonable accommodation.

K. If Article 17 is followed, there will be no discipline for any time used for sick leave.

## BEREAVEMENT LEAVE

## ARTICLE 18

A. In the event of the death in the immediate family, an employee will be granted a three [3] day leave of absence with pay. For such purposes, the immediate family shall be considered to be the employee's father, mother, step-father or step-mother, brother, sister, current brother-in-law, current sister-in-law, current spouse, child, step-child, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, grandparent, grandchild, or legal guardian. If the employee is required to travel more than four hundred [400] miles round-trip as a necessary consequence of using Bereavement Leave, the employee, with the Administrator's approval, will be granted an additional maximum of two days leave.

1. The three (3) days shall not extend past the day of the funeral. Verification of the funeral will be required.

B. In the event of the death of a relative other than a member of the employee's immediate family, an employee shall be granted a paid leave of absence to be charged against his/her accrued Sick Leave, Vacation Leave, Compensatory Leave, or to LOA for one [1] day to attend the funeral unless attendance at the funeral requires more than four hundred [400] miles round-trip travel, in which case the employee may be granted two [2] days of such paid leave or LOA.

C. In the event of the death of a non-relative or non-family member, an employee shall be granted an LOA, unless the employee requests Sick Leave, for up to a maximum of eight [8] hours to attend the funeral. The employee shall provide verification of attendance at the funeral if requested. The employee agrees to seek a trade with another employee prior to asking for Sick Leave or LOA.

D. If Article 18 is followed, an employee shall not receive discipline for using Bereavement Leave.

## COURT LEAVE

## ARTICLE 19

A. The Employer shall grant paid Court Leave to any employee who:

1. is summoned for jury duty by a court of competent jurisdiction, or;
2. is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, or witness, where the employee is not a party to the action.

B. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's scheduled work day, shall be remitted by the employee to the Administrator for transmittal to the Auditor in order for the employee to receive regular pay.

C. An employee will be granted paid Court Leave only when the required service or appearance occurs during the employee's scheduled working hours, and the employee is not otherwise on approved leave. Such compensation shall not exceed the employee's normal wages for any regularly scheduled work day.

D. Any employee, who is appearing before a court or other legally constituted body in a matter in which s/he is a party, may be granted Vacation Leave or LOA. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of a juvenile. An employee must submit a written request, in advance, for such leave.

E. If an employee is released from jury service or completes his/her subpoena response prior to the end of his/her scheduled work day, s/he shall immediately proceed to his/her assigned work location, unless the scheduled work day would end prior to the employee being able to travel to such work location.

F. The paid Court Leave may be adjusted to accommodate non-day shift employees.

## FAMILY/MEDICAL LEAVE ["FML"]

## ARTICLE 20

Country View Haven will comply with the provisions of the Family Medical Leave Act (FMLA) of 1993 as amended.

## UNPAID LEAVE OF ABSENCE ["LOA"]

## ARTICLE 21

A. The Employer may grant a leave of absence without pay [LOA] to an employee for personal reasons of the employee. An employee must request, in writing, all LOA, and the request must be submitted in advance, except in case of emergency. The request shall state the reasons for requesting the leave and dates for which such leave is being

requested. All Vacation Leave must be exhausted before the employee will be granted LOA.

B. LOA may be granted for a maximum of one hundred and eighty [180] consecutive calendar days, inclusive of [paid and unpaid time combined].

C. ABUSE OF LEAVE: If it is found that LOA 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.

1. If an employee fails to return to duty within three [3] working days of the completion or a valid cancellation of LOA without acceptable explanation, the Employer, may terminate the employee's employment.
2. An employee, who fails to return to service from LOA and is subsequently terminated by the Employer, is deemed to have a termination date corresponding to the starting date of the LOA.

D. RETURN TO SERVICE: Upon completion of LOA, the employee shall be returned to the same or similar position within the employee's former Department, classification and job. The employee may be returned to active pay status prior to the originally scheduled expiration of the LOA if such earlier return is agreed to by both the employee and the Employer.

E. SERVICE CREDIT: Authorized LOA will count as service credit for annual step increases, layoff procedure, and for computing the amount of Vacation Leave, provided the employee ~~is~~ properly returns to work and is not serving a new-hire probationary period. Employees that do not return to work from LOA shall not receive service credit for the time spent on LOA. The employee is responsible for paying the cost of his/her group health plan insurance premiums while on LOA.

F. PROBATIONARY PERIOD OF AN INDIVIDUAL ON LOA: The period during which an individual is on LOA shall not be counted towards the individual's new-hire probationary period, and time spent on LOA shall not be counted toward an employee's promotional probationary period.

## MEDICAL LEAVE

## ARTICLE 22

A. A Medical Leave of Absence without pay due to a disabling illness, injury, or medical condition will be granted by the Employer for a duration as prescribed by the physician, not to exceed one [1] year, upon exhaustion of accumulated Sick Leave and presentation of evidence that such leave is required. The granting of a Medical Leave of Absence without pay will be subject to the rules regarding LOA and FML.

B. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a Medical Leave of Absence unless the employee is hospitalized at the time the leave of absence is to begin.

C. Leave of Absence Without Pay: An employee receiving a Medical Leave of Absence without pay due to a disabling illness, injury, or medical condition is subject to the provisions of the LOA rule regarding return from and abuse of such leave.

D. Reinstatement: The employee requesting reinstatement from a Medical Leave will submit appropriate medical documentation establishing that the employee has recovered sufficiently from the disabling illness, injury, or medical condition so as to be able to perform the substantial and material [i.e., the "essential"] duties of the job to which reinstatement is sought. The cost of such examination shall be paid by the employee.

E. Failure to be Reinstated: An employee who fails to apply for reinstatement upon the termination of Medical Leave shall be deemed as permanently separated from service as of the date which the employee was given LOA.

F. Employees will not be required to exhaust Vacation Leave before requesting a Medical Leave of Absence.

## MILITARY LEAVE

## ARTICLE 23

Country View Haven will comply with the Uniformed Services Employment and Re-employment Act (USERRA) of 1994 as amended.

## VACATION LEAVE

## ARTICLE 24

A. The Employer provides Vacation Leave to full and part-time employees to recognize length of service and to give the employee time away from the job.

B. Vacation Leave is granted based upon length of service, in accordance with the following schedule:

| SERVICE YEARS | MAXIMUM VACATION LEAVE | HOURLY ACCRUAL RATE |
|---|---|---|
| after 1 year | 2 weeks [80 hours] | 0.03875 |
| after 8 years | 3 weeks [120 hours] | 0.0575 |
| after 15 years | 4 weeks [160 hours] | 0.0775 |
| after 25 years | 5 weeks [200 hours] | 0.09625 |

C. For the purpose of calculating Vacation Leave, active pay status shall be defined as hours actually worked, paid Sick Leave, Vacation Leave, authorized paid Holidays, and Bereavement Leave. If an employee is unable to work due to a work-related injury that qualifies as a Worker's Compensation claim, those hours that the employee would otherwise have been normally scheduled to work, up to a maximum of eighty [80] hours, shall count as hours worked for Vacation Leave accrual purposes.

D. For purposes of calculating the amount of Vacation Leave accrual, the calculation shall be recorded to 4 decimal places [e.g., 3.1000].

E. Employees shall be paid their regular hourly rate or salary for all time spent on approved Vacation Leave.

F. Vacation Leave scheduling is subject to the approval of the Administrator, subject to the provisions of Section G. All Vacation Leave requests must be in writing and approved by the Administrator before commencement of the Vacation Leave; otherwise, the Vacation Leave request may be denied, and the employee may receive no pay for the period of his/her unauthorized absence. Additionally, an employee on an unauthorized absence may be subject to appropriate disciplinary action.

G. Seven [7] working days advance written notice is required when requesting up to one [1] day of Vacation Leave. Ten [10] working days advance written notice is required when requesting more than one [1] day of Vacation Leave. Exceptions to these Vacation Leave request time-frames may be granted by the Administrator, on a case by case basis, for extraordinary circumstances. Vacation Leave requests shall be approved/denied in writing to the employee no later than five [5] business days after submission to the employee's Immediate Supervisor.

H. The Administrator may deny any Vacation Leave request based upon the Employer's operational needs, workload requirements or other business reason, subject to the provisions of Section K.

I. Vacation Leave is to be taken within the twelve [12] months following the employee's anniversary date, although it may be carried over, in special and meritorious cases, upon the employee's request and the approval of the Administrator for a period of up to three [3] years following the anniversary date after the Vacation Leave was earned. No Vacation Leave shall be carried over without prior written approval from the Administrator.

J. An employee is entitled to compensation, at his/her current rate of pay, for the portion of any earned but unused Vacation Leave for the current year to his/her credit at the time of resignation, discharge, layoff or retirement. In addition, the employee shall be compensated for any unused Vacation Leave approved to be carried over, as provided for in this Article. Employees who do not give proper two (2) week notice when terminating employment and work their scheduled days during that period will be paid only at minimum wage for their final pay period and unused vacation period.

K. No more than two [2] employees in each job on each shift shall be entitled to be off for Vacation Leave at any one time. No less than one [1] employee in each job shall be on Vacation Leave in any given week, if requested, provided that the care of the residents can be maintained. The Employer shall not unreasonably deny Vacation Leave requests under this Section.

L. Any grievances arising from the interpretation of this Section shall start at Step 3 of the grievance procedure.

M. Vacation Leaves may be taken one [1], two [2], three [3], four [4], or five [5] days at a time, with dates scheduled in accordance with the provisions of Section G above.

N. Employees will be allowed to take Vacation Leave in accordance with this Article regardless of weekends scheduled to work or holidays off, provided that employees in taking Vacation Leave on weekend days, may be limited, depending on department and workload, as follows:

Section N. does not apply to part-time/week-end employees.

| WEEKS ELIGIBLE | MAXIMUM ALLOWED WEEKEND DAYS |
|---|---|
| 1 Week | 2 day |
| 2 Weeks | 4 days |
| 3 Weeks | 6 days |
| 4 Weeks | 8 days |

# HOLIDAYS

## ARTICLE 25

A. Eligible employees shall receive the following paid holidays:

| HOLIDAY | DATE [DAY] OBSERVED |
|---|---|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | 3rd Monday in January |
| 3. Presidents' Day | 3rd Monday in February |
| 4. Good Friday [½ day] | Friday before Easter [½ day] |
| 5. Memorial Day | 4th Monday in May |
| 6. Fourth of July | July 4 |
| 7. Labor Day | 1st Monday in September |
| 8. Columbus Day | 2nd Monday in October |
| 9. Veterans' Day | November 11 |
| 10. Thanksgiving Day | 4th Thursday in November |
| 11. Christmas Eve [½ day] | December 24 [½ day] |
| 12. Christmas Day | December 25 |

B. All full-time employees shall receive eight [8] hours Holiday Pay for each holiday listed in Section A above. All part-time employees shall receive four [4] hours Holiday Pay for each holiday listed in Section A above. Any full or part-time employee who works on any of the above-mentioned holidays shall receive Holiday Premium Pay at the rate of one and one-half [1½] times his/her regular hourly rate for each hour so worked. Current employees [hired as of 11/29/94] who work sixty-four [64] or more hours but less than eighty [80] hours per pay period shall be considered full-time for the purpose of this Section B.

C. Holiday Premium Pay shall not be counted as hours worked for the purpose of calculating an employee's entitlement to overtime.

D. If a holiday falls on an employee's regularly scheduled day to work, the employee will work the holiday and will not be required to take a day off later during the pay period to avoid the payment of overtime unless mutually agreed otherwise. However, when the employee works on an observed holiday and is in active pay status for at least five [5] other days during the work week in which the holiday is observed and so worked, then neither the employee's Holiday Pay nor the employee's Holiday Premium Pay shall count as hours worked for the purpose of calculating the employee's entitlement to overtime pay for such work week. An employee working on the holiday shall be required to complete their full eight [8] hour shift, unless that employee is ill.

E. If an employee does not work on the holiday but is in active pay status during five [5] other days during the work week when the holiday is observed, the employee's holiday pay shall not count as hours worked for the purpose of calculating the employee's entitlement to overtime pay for such work week. (Example: forty [40] hours worked, plus eight [8] hours holiday pay equals forty-eight [48] hours straight pay.)

F. Holidays will be paid by the same schedule that the Court House follows.

G. The Employer agrees to allow the most number of employees off on holidays as possible, with the understanding that Country View Haven is a nursing home and must operate seven [7] days a week, twenty-four [24] hours a day. The Employer will attempt to rotate employees on Thanksgiving, Christmas Day, and New Year's Day in an effort to schedule these holidays off fairly to each employee. The Employer will strive to schedule employees off on either Christmas Eve or Christmas Day unless otherwise mutually agreed to.

H. In order to qualify for Holiday Pay, an employee must work his/her regularly scheduled workday immediately preceding and immediately following the holiday, unless otherwise mutually agreed to by the Employer and employee. Any qualifying days that are not worked due to a bona fide illness will be considered a day worked for the purpose of computing Holiday Pay, and a licensed practitioner's statement may be required.

I. If a holiday occurs while an employee is on an approved Vacation Leave, such holiday will not be charged against his/her Vacation Leave.

## PERSONAL DAYS

## ARTICLE 26

A. An Employee shall be granted four [4] personal days per year, to be charged against the employee's accrued Sick Leave.

B. The Employee must request personal day use at least two [2] working days before such use, on the Employer-approved Sick Leave form.

C. Because such day[s] have a business or personal reason, such reason does not have to be stated on the form. Personal days shall not be used on Holidays.

D. The Employer shall not capriciously deny Personal Day[s] usage; however, the granting and usage of such Personal Day[s] shall be subject to the Employer's workload

requirements and operational needs. Employee does not have to find their own replacement for personal days. Employees must maintain a minimum balance of sixteen (16) hours of sick time to be eligible for personal days.

E. If Article 26 is followed an employee shall not receive discipline for using personal days.

# ABSENTEEISM

## ARTICLE 27

A. Employees are expected to report for work on time whenever they are scheduled to work.

B. If an employee fails to report to work for three [3] consecutively scheduled work days, and is not on approved leave during such absence, s/he shall be deemed to have voluntarily resigned from his/her employment effective at the end of his/her last day worked prior to such absence.

C. The Company agrees to establish an Incentive Program for perfect attendance for full-time employees. Employees who complete three (3) months of perfect attendance will be granted one (1) paid day off. Negotiated days off (vacation, holidays, etc.) do not count as days absent for purposes of this program. Days off earned through the Incentive Program are to be scheduled the same as personal days off.

D. Progressive discipline as a result of excessive absenteeism and/or tardiness, will be based on the employee's frequency of occurrence of absenteeism as follows:

1. Four (4) occurrences in a rolling twelve (12) month period will result in a verbal warning.
2. Six (6) occurrences in a rolling twelve (12) month period will result in a written warning.
3. Eight (8) occurrences in a rolling twelve (12) month period will result in a three (3) day suspension.
4. Twelve (12) occurrences in a rolling twelve (12) month period may result in discharge.

EXCEPTIONS - The following absences will not be recorded as an occurrence of absence for purposes of progressive discipline:

1. Bereavement
2. Jury Duty
3. Vacation (with prior approval)
4. Inclement weather days (when declared by the Executive Director or his/her designee)
5. Work incurred injury or illness
6. Absences which have been requested and APPROVED no less than seventy-two (72) hours prior to the scheduled starting time (for example: Doctor appointments)
7. Recognized holidays for which the employee is scheduled off and pre-approved personal days
8. Leaves of absence that have been requested and approved, and absences under the Family and Medical Leave Act (FMLA)

9. Inpatient and outpatient emergency admission and/or procedures, when appropriate documentation is submitted
10. Incentive program awarded days, per Article 27.C
11. Absences accompanied by a doctor's excuse

## TARDINESS

## ARTICLE 28

A. An employee is tardy when s/he reports to work after his/her scheduled starting time.

B. The pay of a tardy employee shall be reduced in proportion to the amount of his/her tardiness, subject to the provisions of Section C of Article 29 [TIME CLOCK].

## TIME CLOCK

## ARTICLE 29

A. A time clock and appropriate cards will be provided by the Employer to insure accurate and complete payroll records. The location and method of use will be designated by the Employer. The employer will strive to maintain the time clock system and verify it with Napoleon Time & Temperature.

B. Misuse or fraudulent use of any employee's time card shall result in a loss of pay for the event[s] and disciplinary action, up to and including termination.

C. The parties recognize and agree that not all employees can necessarily clock in at the very same time, and they further recognize and agree that, due to unforeseen circumstances, an employee may not always be able to clock in at the exact moment that his/her work day is due to commence. Therefore, the parties agree that employees will not be paid for time worked before their scheduled starting when they clock in no more than six [6] minutes before that scheduled starting time. Further, the parties agree that employees will not necessarily be "docked" pay if they clock in no more than six [6] minutes beyond their scheduled starting time.

## WORK RULES

## ARTICLE 30

A. <u>ESTABLISHING</u>:

1. The Employer may establish work rules in the exercise of a management function; such rules shall not be in conflict with this Agreement.
2. Such rules shall not be arbitrary and capricious in nature and shall be uniformly enforced respecting all employees.

B. POSTING:

1. When existing work rules are changed or new rules established, the Employer shall send the Chief Steward and the Union Representative a copy of the changed or new rule at least ten [10] consecutive calendar days prior to the effective date, except in emergencies, when such rules will go into effect immediately.
2. When changes or new rules are made contingent to an emergency situation requiring an immediate posting, a Union member shall receive forthwith, at time of posting, a copy of the rule.
3. If the Union requests a meeting on said rule within ten [10] consecutive calendar days of receipt, the Employer shall meet with the Union.

C. DISTRIBUTION: New employees shall receive copies of applicable rules at the time of hire.

D. GRIEVANCE: Any unresolved complaint as to the reasonableness of any new or existing work rule, or any complaint involving discrimination in the application of a new or existing work rule shall be resolved through the grievance/arbitration procedure.

## SEXUAL HARASSMENT

## ARTICLE 31

A. Sexual harassment in the workplace by any employee is absolutely and strictly forbidden.

B. Employees shall not sexually harass another employee or applicant by making unwelcome sexual flirtations, advances, or propositions or by creating an intimidating, hostile, or offensive working environment through verbal abuse or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect that employee's job, evaluation, compensation, advancement, assigned duties, shifts, or any other condition of employment or career development.

C. If an employee believes that s/he has been sexually harassed, s/he must report the incident, within three [3] work days after it occurs, to the Administrator or to the Supervisor. All reported incidents will be investigated immediately and as confidentially as possible. The parties recognize that whether an incident stems from a purely social relationship that does not discriminate, or is not offensive, is a question that can be answered only after careful consideration of the facts. If, after investigation, it is established that the employee has been sexually harassed, the employee who committed the sexual harassment will be subject to disciplinary action.

D. Employees, who witness sexual harassment of another employee, must report the incident to the Administrator or the immediate Supervisor as provided above.

E. If called upon, employees shall cooperate during a sexual harassment investigation. If an employee hinders the investigation or fails to cooperate, s/he may be subject to

disciplinary action. Likewise, any employee, who retaliates against another employee for filing a sexual harassment complaint, serving as a witness, or otherwise cooperating during an investigation, is subject to disciplinary action. Nothing contained herein is intended to diminish or interfere with any employee's due process rights or to interfere with any employee's right to assert his/her self-incrimination rights.

# TERMINATION AND DISCIPLINE

## ARTICLE 32

A. The Employer shall not terminate, discipline, or suspend any employee without just cause.

B. A copy of any disciplinary action shall be given to the Local 20 Representative, the Chief Union Steward, and the employees involved.

C. The Employer shall not terminate or suspend any Bargaining Unit employee without first conducting a hearing with a Steward and a Local 20 business representative present. No hearing, however, is required in cases where drunkenness on the job, immoral conduct, dishonesty, stealing, being under the influence of alcoholic beverages, use of illegal drugs or narcotics, the selling or offering for sale of illegal drugs or narcotics, [or possession of such drugs or narcotics], physical violence, gross insubordination, discourteous treatment of the public, neglect of duty that would affect the health and welfare of a resident or a another employee, or for behavior which presents an immediate danger to the health, safety, and/or welfare of other employees and residents.

D. Disciplinary actions or measures may include, subject to the rules and regulations of the Employer, any of the following steps:

1. cautionary reprimand;
2. written reprimand;
3. suspension (with pay);
4. suspension [without pay];
5. termination.

The above mentioned disciplinary steps must occur within five [5] business days of the notification to the Administrator in writing of the offense leading to the discipline.

E. A grievance by an employee claiming that s/he has been unjustly terminated or suspended must be submitted to the Employer in writing, within five [5] consecutive working days after the employee's receipt of the written notification of termination or suspension. For purposes of this Section E, the employee shall be deemed to have received the notification when it is either personally delivered to him/her or it is received by mail at the employee's last known address. If a grievance is not submitted within the time limit provided herein, the termination or suspension by the Employer shall be considered to have been made for just cause.

F. Cautionary reprimands or written reprimands may be contested by means of a letter of rebuttal from the employee that will be placed in the employee's file. and would be taken into account-if led to a suspension or termination.

G. Disciplinary action, with loss of pay, involving three [3] days or less, will be removed from the employee's personnel file after three hundred and sixty-five [365] consecutive calendar days, providing there has been no intervening disciplinary action taken against the employee of a similar nature.

H. All forms of discipline shall be included in the personnel file of the employee who receives the discipline.

# GRIEVANCE AND ARBITRATION PROCEDURE

## ARTICLE 33

A. For the purpose of this Agreement, a grievance is defined as a dispute arising out of the application or interpretation of any of the provisions of this Agreement and shall be processed in the following manner:

Step 1. An employee having a grievance and/or his/her Union Steward shall arrange a meeting with the employee's Immediate Supervisor for the purpose of discussing the grievance. This meeting must be requested within seven [7] consecutive calendar days after the alleged grievance occurs or when the employee should reasonably have known it occurred.

Step 2. If the grievance is not resolved in Step 1, the employee and/or the Steward shall within five [5] days of the conclusion of Step 1, submit a grievance in writing to the Supervisor, citing the specific Section alleged to have been violated with pertinent details explained along with a request for appropriate relief. The grievance shall be considered resolved unless submitted in writing within the time limit provided above. The Supervisor or other representative of Country View Haven shall meet with the employee and the Steward or Chief Steward within five [5] days of the receipt of the written grievance and will respond in writing within three [3] days of the close of that meeting.

Step 3. If the grievance is not resolved at Step 2, a meeting shall be held between the Steward or Chief Steward, a Local Union Representative and the Employer's representative within five [5] days of the Step 3 reply, or at a later date as mutually agreed. The Employer shall respond in writing within five [5] days of the conclusion of such meeting.

Step 4. If the grievance is not settled in Step 3, and the grievant wishes to appeal the grievance within five [5] days of the Step 3 answer, it may be forwarded to the Board of Henry County Commissioners, who shall review the grievance and, at their discretion, hold a meeting with the grievant and their representative, within ten [10] days of receipt of the appeal. The Commissioners shall provide a written response within ten [10] days after the conclusion of such review or meeting.

Step 5. Arbitration. If a grievance is not satisfactorily adjusted during the foregoing steps, the Union may refer the matter to arbitration within thirty [30] calendar days of the filing of the written grievance or ten [10] consecutive calendar days after receipt of the Employer's answer in Step 3 or 4. by giving notice to Country View Haven, in writing, of intent to arbitrate. If the Union fails to refer the grievance to arbitration within the time period provided herein, the grievance shall be considered resolved.

B. All grievances shall be in writing and signed by the aggrieved employee and the Steward. Grievances may be written on non-working time.

C. Failure by the Employer to answer a grievance within the time limitations prescribed at any Step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

D. Arbitrators shall be chosen upon mutual agreement between the parties. If no agreement is reached, either party may petition the Federal Mediation and Conciliation Service for a panel of seven [7] arbitrators. Upon receipt, the parties will alternately strike a name until one [1] name remains, and that person shall be the arbitrator. Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or the procedures of this Article, either party has the right to take all legal action to enforce compliance.

E. The arbitrator appointed under the above procedure shall first determine arbitrability and then, interpret the provisions of this Agreement. In his/her determination of the grievance, s/he shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

F. The arbitrator's fee shall be borne equally by the Union and the Employer.

G. For the purpose of this Article, "days" when used herein shall exclude Saturdays, Sundays, and holidays.

## HOURS OF WORK

## ARTICLE 34

A. The normal work week for full-time employees shall be forty [40] hours per week, and their normal work day shall be eight [8] hours per day.

B. Each employee is expected to work his/her assigned and scheduled hours unless other arrangements, approved in advance by the employee's Immediate Supervisor, are made.

C. Employees who leave the CVH premises during the course of their work day, must "sign out" with the Charge Nurse prior to leaving the premises. Walking off the job will be determined as quit without notice.

D. Prior to leaving his/her assigned work unit for any reason, including, breaks and unpaid lunch periods, an employee must notify the Charge Nurse or Supervisor and must also notify the same upon their return.

E. If a part-time employee is scheduled to work five [5] hours, or less, s/he shall only be entitled to one [15] minute break, and if a part-time employee is scheduled to work more than five [5] hours, but less than eight [8] hours, s/he shall be entitled to one [1] fifteen [15] minute break and [1] twenty [20] minute break.

F. Employees, who work an eight [8] hour work day, may take up to one [1] fifteen [15] minute paid break and [1] twenty [20] minute paid break during each such work day. One [1] break may be taken during the first half of the employee's work day. The second break may be taken approximately half way through the second half of the employee's work day.

G. The purpose of these paid breaks is to refresh the employee, and these breaks are not to be taken either at the beginning or the end of the employee's work day.

H. Breaks are not to be taken at times that conflict with the Employer's operational needs and workload requirements, and they must first be scheduled or approved by the employee's Immediate Supervisor.

I. This Article is intended to define the normal hours of work per day or week and shall not be construed as a guarantee of hours of work per day or per week.

J. The Employer shall strive to provide an area for breaks and lunches for employees only.

## OVERTIME

## ARTICLE 35

A. OVERTIME: Overtime is defined as time actually worked in excess of forty [40] hours per week and eight [8] hours per day, and will be paid at the rate of one and one-half [1½] times the employee's regular straight-time hourly rate.

1. Scheduled and non-scheduled overtime shall first be offered by seniority to the department that the overtime exists in. If no employee from that department desires to work the overtime, then the County shall go outside of that department and offer the overtime by seniority facility wide. Supervisors shall always call agency help prior to forcing overtime.
2. Vacation pay shall be considered time worked for the purpose of this Section.
3. Overtime shall be mandatory when offered according to the following steps:
   a. UNSCHEDULED OVERTIME: Notice of vacancy/need is less than eight [8] hours prior to the start of the shift --
      (1) FIRST -- offer to employees by seniority on the preceding shift of the vacancy [at the beginning of each shift, employees indicate their willingness to accept such offer of overtime on the following two [2] shifts by signing the posted "Overtime Needed" form and checking the appropriate box thereon]. Employees so indicating are expected to work the offered overtime. Because the Activities Director is trained in all departments, (s)he is included by seniority for overtime opportunities. (S)he is also added to the mandatory list by seniority.
      (2) SECOND -- require intermittent, student, or other non-bargaining unit personnel to work the overtime, including calling in off duty non-bargaining unit personnel;
      (3) THIRD -- only after all reasonable means to fill the overtime by the above two [2] steps have been exhausted require the

least senior employee within the classification on the preceding shift to work overtime.

(4) – Employees working mandatory overtime may opt out of their next scheduled shift IF it begins within twenty-four (24) hours of the end of the mandated overtime. Employees who choose to work their next scheduled shift after the mandated overtime that is within twenty-four (24) hours will receive double time (2x) for the mandated shift. Employees must inform their Supervisor of their desire to work or opt out before they leave the facility after completing their mandated shift.

b. SCHEDULED OVERTIME: Notice of vacancy/need is more than eight [8] hours prior to the start of the shift, and the Employer has posted a list of available days/hours for employees to sign up for by seniority, regardless of shift -

(1) FIRST -- offer to bargaining unit employees by seniority who sign the posted list to fill the available hours on a voluntary basis;

(2) SECOND -- schedule and require intermittent student, or other non-bargaining unit personnel to work the overtime, including calling in off duty non-bargaining unit personnel;

(3) THIRD -- only after all reasonable means to fill the overtime by the above two [2] steps have been exhausted, require the least senior employee within the classification to work the overtime.

B. No employee shall be required to work more than three [3] consecutive weekends or partial weekends.

C. Employees who wish to be called at home on their days off to cover unscheduled absences shall sign a desired overtime list located on a bulletin board in their respective departments.

D. For the purpose of calculating an employee's entitlement to overtime compensation, there shall be no pyramiding of hours worked or hours spent in active pay status.

E. An employee willing to work the whole shift will be awarded overtime before two half shifts for continuity of care.

## ARTICLE 36

A. Employees will be scheduled on a regular shift within a designated work week with set hours of work and days off during that work week.

B. Employees shall normally be scheduled on a regular shift for eight [8] hours per day and forty [40] hours per week, within seven [7] consecutive days Sunday through Saturday; although, some employees may be scheduled less than eight [8] hours per day and less than five [5] days per week on a voluntary basis.

C. Based on the needs of the residents, Country View Haven will operate a standard three shift schedule and will strive to have a minimum of 22 aides available to work with eight [8] aides available to staff the first shift, eight [8] aides available to staff the second shift and six [6] aides available to staff the third shift, as long as there is a census of at least thirty [30] residents. The Union agrees to allow all shifts and peak period shifts to be bid by one seniority list. No shifts will be established until the bidding process is complete. The employer will strive to schedule four [4] aides on first shift, four [4] aides on second shift, and three [3] aides on third shift. For housekeeping, during a regular work week, excluding holidays, when there are less than two (2) employees scheduled to work, Country View Haven will offer four (4) hours of work by seniority; hours may be extended by Supervisor approval.

D. Employees shall be scheduled every other weekend off unless otherwise agreed upon by the Employer and the employee. The Overtime Scheduling provision of this Agreement shall prevail in cases where employees are require to work consecutive weekends to provide adequate staffing.

E. The schedule shall be posted as soon as possible, but always at least two [2] weeks prior to the effective date of the schedule.

F. Trading: Employees may trade a scheduled work day with another qualified employee within their classification by mutual agreement and approval of their Immediate Supervisor. Such trades will only be allowed within the forty [40] hour work week and will not create overtime.

G. In the event of a vacancy, the Employer retains the right to determine the schedule of that vacated position except that such change shall not eliminate full-time Bargaining Unit jobs by replacement with two [2] part-time jobs.

H. All time spent in mandatory in-service meetings by employees shall be paid for by the Employer.

I. This Article shall not affect management's right to lay-off in accordance with provisions of this Agreement.

## CALL-IN PAY

## ARTICLE 37

A. Any employee who reports for work as scheduled or requested shall, at the discretion of his/her Immediate Supervisor, be guaranteed a minimum of two [2] hours work or two [2] hours pay at the appropriate rate.

B. This guarantee shall not apply to an employee who voluntarily leaves work.

C. All time spent in mandatory in-service meetings by employees shall be counted as hours worked.

# PAY PERIODS

## ARTICLE 38

A. All employees shall be paid in full each pay period.

B. In addition, the Employer agrees to itemize all deductions, accrued Vacation and Sick Leave, hours, taxes, dues, and Credit Union contributions on an attachment to the employee's paycheck.

C. Settlements under the grievance and arbitration procedure will be included in the "Hrs/Days" category on the attachment to an employee's regular paycheck.

# PERSONNEL RECORD

## ARTICLE 39

A. Upon appointment with the Personnel Officer, an employee shall have the right to inspect his/her personnel record. The employee may compile, date, and insert in said record a list of the documents s/he finds therein. The employee shall have the ability to rebut material in the file, and the Personnel Officer will cause to have the rebuttal placed in the personnel file when so requested by the employee.

B. An employee may receive copies of materials placed in his/her personnel record except specific confidential materials as designated by State and/or Federal laws, and the Employer shall not release these confidential materials without the written consent of the employee.

# CONFIDENTIALITY OF RECORDS

## ARTICLE 40

A. Case records, financial records, and statistical records maintained by the Employer are confidential. Federal and State laws restrict the use or disclosure of information concerning applicants and recipients of public assistance.

B. Case records are available to authorized personnel only.

# CODE OF ETHICS

## ARTICLE 41

A. The Ohio Ethics Commission has established a code of ethics and employees must conduct themselves in a manner above reproach at all times, and further specifies that an official or an employee shall not use his/her position for personal gain or in such a way as to violate public trust, client confidentiality or Federal and State regulations.

B. Employees who are found guilty of disobeying a law or performing an illegal act in the performance of their job duties can be terminated and prosecuted, subject to disciplinary process and grievance procedure.

## ADDRESS NOTIFICATION

### ARTICLE 42

A. It is the obligation of each employee to keep the Employer advised of his/her current address and telephone number.

B. The Employer shall rely on the last address and phone number supplied by an employee.

## CREDIT UNION

### ARTICLE 43

A. The Employer agrees to deduct from employees giving authorization, any monies for the Toledo Teamsters Federal Credit Union.

B. These monies are to be deducted from the employees' checks each pay period and forwarded to the Toledo Teamsters Federal Credit Union before the 10th of the following month.

C. Deductions must be made each pay period and only can be revoked upon written authorization given by the employee to the Employer and the Toledo Teamsters Federal Credit Union.

## TUITION REIMBURSEMENT

### ARTICLE 44

A. The Employer desires to provide continuous education and skill upgrading opportunities to its employees, through on site opportunities, offsite programs, and programs of employee choice.

B. Department Heads will continue to schedule these opportunities through the administrators.

## HEALTH, SAFETY, AND INFECTIOUS DISEASES

### ARTICLE 45

A. The Employer agrees to provide for the health and safety of its employees and to work

toward the prevention of injuries.

B. Safety equipment to assist in employees in performing their jobs shall be provided by the Employer.

C. Employees shall be informed, prior to providing care to a resident, of any infectious diseases they may have to properly protect themselves from infection.

D. All necessary protective materials shall be provided by the Employer.

E. Employees are required to follow all safety guidelines and policies put in place by the Employer.

F. No bargaining unit employee shall be forced to take care of or clean up after a pet.

# PENSION

## ARTICLE 46

The Employer shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

# MISCELLANEOUS

## ARTICLE 47

A. The Employer also agreed to take actions during declared emergencies caused by adverse weather conditions to keep employees from working unreasonable hours and afford scheduled employees the opportunity to work. Employees may be required to work out of their classification. Employees are required to come in if travel arrangements to and from the facility are made available. At appointing authorities' discretion employees may be granted a day without pay.

B. The Employer also agrees to either provide required physical examinations or pay the full cost of the employee's doctor conducting the physical and provide flu shots, TB tests, and Hepatitis B vaccines.

C. The Employer does not pay or contribute to pre-employment physicals.

D. The Employer agrees to establish a uniform committee of employees to review the uniforms worn by employees and to give a proposal to management for review and approval. The committee shall be made up of two [2] bargaining members and two [2] management employees.

E. The Employer also agrees to provide the Union with "office/meeting room" space in that area which has been designated as the "Barber Shop."

F. The restroom located in the kitchen shall be designated as Dietary Personnel restroom only and the restroom in the basement between the break rooms shall also be designated as an "EMPLOYEE ONLY" restroom.

G. Employees will be provided with meals at a cost to the employee of two dollars [$2.00].

H. The Company will provide lockers for employees.

I. The Company will maintain updated job descriptions. A copy of all updates will be distributed to the Union.

## ELIMINATION OF SPBR AND DAS REQUIREMENTS

### ARTICLE 48

A. The provisions of this Agreement supersede and replace any and all pertinent statutes, resolutions, rules, regulations, and judicial decisions, which the parties, and this Agreement have authority to supersede and replace, including ORC 124.34, all DAS reporting requirements, and all other statutes, rules, regulations, and judicial decisions relating to the Ohio "Civil Service."

B. Likewise, the provisions of this Agreement supersede and replace any and all of the Employer's prior policies and practices that address or pertain to those matters contained in this Agreement. Additionally, this Agreement supersedes and replaces any collective bargaining agreement heretofore entered into by and between the parties.

C. No section of the civil service laws contained in ORC 124.01 through 124.56, 9.44, and 325.19 shall apply to employees, and it is expressly understood that DAS and SPBR shall have no authority or jurisdiction regarding employees, except as prohibited by ORC 4117.08[B].

D. The parties also agree that the Employer shall not be required to report any personnel changes and/or actions to DAS except the reporting of personnel actions for newly-hired, probationary employees who are not covered by this Agreement.

E. The parties further agree that the provisions of this Agreement shall supersede, eliminate, and take precedence over all DAS and SPBR reporting requirements and appeals procedures relating to all disciplinary actions, promotions, demotions, layoffs, transfers, re-classifications, job descriptions, rates of pay, and length of probationary periods pertaining to bargaining unit employees.

F. Where this Agreement is silent, applicable law shall prevail.

## WAIVER IN CASE OF EMERGENCY

### ARTICLE 49

A. In cases of emergency declared by the President of the United States, the Governor of Ohio, the Congress, the Ohio General Assembly, the Henry County Emergency Services Director, the Henry County Sheriff, the Board, or the Administrator as a consequence of extreme weather conditions, civil disorder, acts of God, or other situations that

cannot readily be foreseen, the following provisions of this Agreement may be temporarily suspended by the Employer:

1. time limits for the filing of and response to grievances;
2. any or all work rules, agreements, and practices, as well as any or all provisions of this Agreement, that relate to the assignment of employees;
3. any or all provisions of this Agreement prohibiting or restricting performance of bargaining unit work by non-bargaining unit personnel or entities.

B. Any valid grievance that exists at the termination of the emergency shall be processed in accordance with the provisions outlined in the grievance procedure contained elsewhere in this Agreement, and such grievance shall proceed from the point in the grievance procedure to which the grievance had properly progressed prior to the emergency.

## SEVERABILITY

## ARTICLE 50

A. If any tribunal or court of competent jurisdiction finds any provision of this Agreement to be invalid, unlawful, or unenforceable, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

B. The parties agree that should any provision of this Agreement be found so invalid, unlawful, or unenforceable, they will meet at a mutually agreeable place and time within thirty [30] consecutive calendar days following the date of such finding to discuss alternative language on the same subject matter.

## DURATION

## ARTICLE 51

A. This Agreement shall be effective as of 12:01 a.m., November 1, 2012, and shall remain in full force and effect until twelve o'clock midnight, October 31, 2015.

B. If either party desires to terminate, amend or modify this Agreement or to negotiate a successor Agreement, it shall notify the other, in writing, [by certified or registered United States Mail] of such desire no earlier than ninety [90] consecutive calendar days prior to the expiration date specified in Section A above, nor later than sixty [60] consecutive calendar days prior to said expiration date.

C. The parties understand and agree that subjects or matters covered in this Agreement may be modified or amended by mutual consent and agreement of the parties, but such modifications or amendments shall not be binding upon either party unless they are reduced to writing and signed by authorized representatives of both parties.

# CLOSING

## ARTICLE 52

A. If the Employer determines that Country View Haven and its operations will be closed, transferred, sold, or conveyed during the term of this Agreement, then the following measures will be implemented.

B. Full-time employees who were employed [as full-time] as of the date of the execution of this Agreement and who are continuously employed until such closure, transfer, sale, or other conveyance, shall receive a one-time payment of one hundred dollars [$100.00] per each year of service up to ten (10) years at the time of such closure, transfer, sale, or other conveyance of Country View Haven. Part-time employees who were employed (as part-time) as of the date of the execution of this Agreement and who are continuously employed until such closure, transfer, sale, or other conveyance, shall receive a one-time payment of fifty dollars ($50.00) per each year of service up to ten (10) years at the time of such closure, transfer, sale or other conveyance of Country View Haven. Vacation and sick pay benefits will be administered the same as retirement benefits at closing.

C. Qualified, former employees will be given preference for any vacant jobs for which the Board of Henry County Commissioners is the Appointing Authority.

D. The Board of Henry County Commissioners will request that other Henry County Appointing Authorities voluntarily agree to also give preference in hiring to qualified, former Country View Haven employees.

E. The Board of Henry County Commissioners will use its best efforts to request that any successor owner or operator of Country View Haven voluntarily give preference in hiring to qualified, former Country View Haven employees.

# WAGES

## ARTICLE 53

| Classification | New Hire Rate | After 120 Day Probation Period |
|---|---|---|
| Nurse Aide | 8.75 | 9.25 |
| Maintenance | 9.75 | 10.25 |
| All Others | 8.75 | 9.25 |

Effective October 31, 2012 all employees will receive a seventy-five cent ($.75) pay increase.
Effective October 31, 2013 all employees will receive a two percent (2%) pay increase.
Effective October 30, 2014 all employees will receive a two percent (2%) pay increase.

| Shift Differential: | Second shift | Third shift | Weekend |
|---|---|---|---|
| | $.25 per hour | $.25 per hour | $1.00 per hour |

*** * * Shift Differential shall be paid in addition to the weekend differential. * * ***

Certified aides with proof of Certification: Ten Cents ($.10) per hour on the beginning of the next pay period following employee's next seniority date after contract ratification by both parties.

| Longevity Bonus: | Full Time Employees | | Part Time Employees | |
|---|---|---|---|---|
| | 5 years of service | $250.00 | 5 years of service | $125.00 |
| | 10 years of service | $500.00 | 10 years of service | $250.00 |
| | 15 years of service | $750.00 | 15 years of service | $375.00 |
| | 20 years of service | $1,000.00 | 20 years of service | $500.00 |

Maintenance: Country View Haven will pay up to $100.00 per year towards the purchase of work boots. Receipt required.

# MEDICAL INSURANCE

## ARTICLE 54

A Effective November 1, 2003 the Employer provides eligible full-time employees, who are regularly scheduled to work eighty (80) hours per pay period, with health insurance coverage. Employer/Employee share will be the same as what other Henry County Commissioner Employees receive.

B If the employee elects to not participate in the Health Insurance, that employee will be paid a $500.00 bonus if the employee signs up for the insurance "waiver" on an annual basis. The insurance waiver will be provided to the employee by November 15th of each year. The employee then has until the following December 15th to sign and return the waiver. If the waiver is properly signed and returned by the employee, the bonus will be paid to the employee after the following December 1st.

C If an employee has any questions about the health insurance that the Employer provides, the employee should review the insurance booklet provided by the carrier, or consult with the Administrator.

D If the premium amount for medical insurance for the County increases, the portion paid by the employee shall remain the same for the life of this Agreement. If the employee portion for other County employees should reduce, then employees at Country View Haven shall receive the same reduction.

E Current employees [hired as of 11/29/94] working less than eighty [80] hours per pay period shall continue to be provided medical insurance as stated in this Article.

F The Employer will continue to pay the required amounts for medical insurance for one

[1] additional month for an employee who is off work due to non-occupational injury or illness. The Employer will continue to pay the required amounts for medical insurance for two [2] additional months for an employee who is off work due to an occupational injury or illness. These payments shall be in addition to any benefits provided under the FMLA.

## EXECUTION

## ARTICLE 55

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have agreed to and have executed this Agreement at Napoleon, Ohio, this 7th day of ~~November~~ February ~~2012~~. 2013.

BOARD OF HENRY COUNTY COMMISSIONERS:

ROBERT HASTEDT

THOMAS VONDEYLON

GLEN MILLER

TEAMSTERS LOCAL 20:

BILL LICHTENWALD, PRES.

DIANE HELF, BA

VICKI SHADLE

ROSE HUTCHINSON

APPROVED AS TO CONTENT:

SUE MEISTER
ADMINISTRATOR

APPROVED AS TO FORM:

MELISSA PEPER-FIRESTONE
HENRY COUNTY ASSISTANT PROSECUTOR

COUNTRY VIEW HAVEN
R858 County Road 15
P.O. Box 525
NAPOLEON, OHIO 43545
PHONE: 419-592-8075 FAX: 419-592-6620
EMAIL: COUNTRYVIEW@EMBARQMAIL.COM

STATE EMPLOYMENT
RELATIONS BOARD

2013 FEB 28 P 2:25

February 21, 2013

To Whom It May Concern,

Enclosed you will find a copy of our Union Contract you requested.

Thank You,

Lisa Wagner
Administrative Assistant