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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DAYSPRING / COMMISSIONERS

AND

AFSCME / OHIO COUNCIL 8 LOCAL 3014

JANUARY 3, 2013

THROUGH

DECEMBER 31, 2015

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Article 1

PREAMBLE / PURPOSE

Section 1:

This Agreement entered into by the Richland County Commissioners and the Richland County Home (Dayspring), hereinafter referred to as the "Employer" and the American Federation of the State, County, and Municipal Employees (AFSCME), Ohio Council 8, hereinafter referred to as the "Union", has as its purpose the following:

- To comply with requirements of Chapter 4117 of the Ohio Revised;
- And to enable the employees covered by this Agreement to participate through Union representation in negotiating the wages, hours, terms and other conditions of employment;
- And to establish a procedure for the resolution of differences between the parties.

Article 2

RECOGNITION

Section 1:

The parties have voluntarily agreed to enter into collective bargaining pursuant to R.C. 4117.06 for the non-professional employees of the Richland County Home Case No. 93- REP-09-0 1 93.

Section 2:

The Employer recognizes the Union as the sole and exclusive representative for the employees listed in the above referenced SERB Certification of any subsequent board sanctioned amendments thereto.

Section 3:

The Union recognizes that the following positions have been excluded from the bargaining unit by SERB certification:

Excluded: All management level employees, confidential employees (one employee / secretary to superintendent), students, guards, professional employees, members of the Police or Fire Department, and supervisors as defined in the Act; Dispatchers employed by the Sheriffs Department or Civilian Dispatchers employed by the Sheriffs Department, or emergency medical or rescue personnel and units; all seasonal and casual employees as determined by the State Employment Relations Board; employees of the Richland County Board of Elections; Assistant Prosecuting Attorneys; employees of the Richland County Clerk of Courts who perform a judicial function; employees of other elected county office holders; including but not limited to, Superintendent, General Relief Workers, Registered Nurse, Assistant Superintendent of Housekeeping, Assistant Superintendent of Medical Services, Assistant Superintendent of Quality Assurance, Assistant Superintendent of Business Operations and Assistant Superintendent of Food Operations.

Article 3

CHECKOFF

Section 1:

The Employer agrees to deduct union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 2:

The Employer agrees to deduct regular union membership dues once each two (2) weeks from the pay of any employee in the bargaining unit eligible for such deductions upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. A check payable to AFSCME Ohio Council 8 will be remitted on a biweekly basis to the Controller, 6800 North High Street, Worthington, Ohio 43085-2515.

Section 3:

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

Section 4:

The Employer shall be relieved from making such individual "checkoff deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of the check-off card/authorization card.

Section 5:

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

Section 6:

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made, by deducting the proper amount.

Section 7:

The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 8:

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

Section 9:

Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union.

- (A) Fair share shall commence upon the first day after the completion of the probationary period for all bargaining unit employees who choose not to become dues-paying members of the union.

Section 10:

Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union.

Section 11:

Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 12:

Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 13:

Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

Section 14:

The Union intends that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union shall pay all court costs that may be expended in the defense of any suit or other legal proceedings brought to challenge this provision of this agreement.

Section 15:

- A. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.
- B. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.
- C. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
- D. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

- E. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Section 16:

New employees will be provided with a union orientation packet by the local union president who will be responsible for reviewing its contents with them. The local union president will also be responsible for the completion of authorizations and their return to the Operations Manager.

All current employees shall be given a copy of the Richland County discipline and tardy policies. All new employees shall be given a copy of the Richland County discipline and tardy policies upon the successful completion of their probationary period.

Article 4

MANAGEMENT RIGHTS

Section 1:

Except as specifically limited in this Agreement, the Employer shall have the exclusive right to administer its business, in addition to, all other functions and responsibilities, which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the addition or deletion of functions and programs of the Employer; the establishment of standards of services; determination of its overall budget; utilization of technology; and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit, including decisions to increase or decrease the mission; to expand, contract the facilities; and to contract or subcontract programs, activities and functions;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer.

Section 2:

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above-enumerated rights shall not modify and shall be consistent with the provisions of this Agreement.

Article 5

JUSTICE AND DIGNITY / NO DISCRIMINATION

Section 1:

The Employer's policy is that all employees will enjoy equal employment opportunity; therefore, no employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against, to the extent prohibited by law, because of race, national origin, religion, sex, age, handicap disability or political affiliation. Neither party shall discriminate against any employee on the basis of Union affiliation or Jack thereof. References to either gender in this Agreement shall be understood to include male and female employees.

Section 2 - Discriminatory Harassment:

The Employer agrees that employees shall not engage in nor suffer discriminatory harassment. Complaints of discriminatory harassment shall be brought to the employee's supervisor of the Appointing Authority for investigation and action in accordance with the County's policy against discriminatory harassment. However, if an employee is within ten (10) days of missing the filing deadline for an outside agency, the employee may file with outside agency as well.

Section 3 - Incident Reports:

Employer shall provide separate Incident Report forms for situations involving residents and those involving employees. Employees having knowledge of any incident involving a resident or other employee shall complete the appropriate form and give it to the employee's shift leader prior to the conclusion of the employee's shift.

Article 6

DEFINITIONS/DAYS

Section 1:

Unless otherwise specified, the term "days" for the purpose of this Agreement shall mean normally scheduled working calendar days for each individual employee.

Unless otherwise specified, the first day of a time limit shall be the day following the occurrence, which causes the time to begin.

Section 2:

A "full-time employee" shall mean any employee who regularly works 72 or more hours in each pay period.

Article 7

BULLETIN BOARDS

Section 1:

A bulletin board and space shall be supplied by the Employer in the Time Clock Room.

Article 8

CORRECTIVE ACTION

Section 1:

No employee shall, for disciplinary reasons, be suspended, reprimanded or discharged without just cause. Discipline shall be applied uniformly to all employees. Progressive discipline shall ordinarily be utilized for minor infractions.

Section 2:

Disciplinary action shall include verbal reprimands, written reprimands, suspensions without pay and discharges.

Section 3:

- A. No disciplinary action involving suspension without pay, reduction in pay or discharge shall be decided before scheduling a predetermination hearing, conducted by the Employer or his designee. Union representatives shall be notified of such hearings prior to their being scheduled and may be present to represent employees at such hearing at the employee's request.
- B. Any discipline against an employee must be initiated within thirty (30) calendar days after the Employer has knowledge of the event necessitating the discipline except for a matter involving possible criminal action as solely determined by the Employer.

Section 4:

Discipline shall only be carried out by non-bargaining unit supervisory personnel. All discipline shall be issued to employees in writing and shall include:

- A. Date, time and place of alleged occurrence.
- B. Nature of violation, citing the specific work rule or policy.
- C. Signature of issuing individual and date of discipline.

The Employers agree that all disciplinary conferences shall be carried out in a private and businesslike manner.

Section 5:

Records of verbal warnings shall be expunged from the employee's personnel file twelve (12) months after the effective date of such warning, providing there is no intervening disciplinary action for any similar offenses during that time.

Written records of disciplinary reprimands and/or suspensions will be expunged from the employee's personnel files eighteen (18) months after the effective date of the disciplinary action providing there is not intervening disciplinary action during the eighteen (18) month period. Disciplinary measures that have been removed under the terms of this Section shall not be used in determining subsequent disciplinary action.

Article 9

PERSONNEL FILES

Section 1:

The Employer agrees to provide one (1) copy of each entry in an employee's personnel file at no cost to the employee upon the employee's request. Thereafter, additional copies shall be made available at \$.10 per copy.

Section 2:

Employees shall have the right to inspect Personnel files and such inspection will be scheduled within three (3) workdays of the request. Only upon prior written authorization by an employee may a Union representative obtain copies of entries in employees' personnel file. A Union representative may accompany an employee during inspection of his/her personnel file.

Section 3:

Copies of any written reprimands, warnings, suspensions, or terminations entered into an employee's personnel file shall be given to the employee and shall be offered to the employee for signing as proof of such material being provided.

Section 4:

The Employer agrees to isolate all medical records from the employee's personnel file and place them in a separate file, which shall only be available for inspection by the employee or their designated representative.

Article 10

GRIEVANCE PROCEDURE

Section 1— Grievance Defined:

A grievance is a complaint that the Employer has violated this Agreement or a dispute as to the meaning and application of a provision of this Agreement.

There shall be an earnest and honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand, suspension, demotion, or discharge —is without just cause, such may be made the subject of the grievance procedure. The State Personnel Board of Review shall not have jurisdiction over any personnel action of the Employer or any grievance thereto.

Section 2 — Time Limits:

- A. The limits in days under each Section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.
- B. If any grievance is not initiated at Step One within seven (7) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition or it not appealed to the next appropriate step within seven (7) days of the Employer's decision at the previous step, the grievance shall be considered nonexistent, shall no longer be deemed a grievance and may not be processed as such.
- C. If the Employer fails to respond within the established time limits at any step of the grievance procedure, the grievance shall be automatically advanced to the next step in the grievance procedure. Within five (5) days after the missed deadline, the Union will notify the Employer, in writing that the grievance has been automatically advanced.

Section 3 — Procedure

A. Step One - Immediate Supervisor:

1. Any employee with an alleged grievance may file the grievance in writing with his/her immediate supervisor. Such written filing must take place no later than the time limit set forth in Section 2 of this Article and shall state the specific section of this Agreement at issue.

2. The immediate supervisor within seven (7) days of receipt of the grievance, shall conduct a meeting concerning the grievance. The meeting shall include the grievant and the steward and may include other employees who have personal knowledge of facts relevant to the grievance. Within seven (7) days after this meeting, the person conducting the meeting will issue a written decision, containing the reasons therefore, as to the disposition of the grievance. A copy will be furnished to the grievant and the Union.
3. If the Union does not refer the grievance to Step Two of this procedure within seven (7) days after the written decision rendered in this Step, it shall be considered to be satisfactorily resolved on the basis of the decision of the supervisor.

B. Step Two - County Home Director:

1. The union or the grievant may appeal a grievance disposition at Step One of the grievance procedure. This appeal must be requested in writing to the County Home Director within seven (7) days after the written answer was given under Step One of the grievance procedure set forth above. Otherwise, the matter shall not be made a subject of appeal. The County Home Superintendent shall hold a meeting at which time he/she shall allow the grievant and his/her representative to be heard. The County Home Director shall issue a written decision on the matter within seven (7) days after the meeting.
2. If the Union does not refer the grievance to Step Three of this procedure within thirty (30) days after the decision rendered in this Step, it shall be considered to be satisfactorily resolved on the basis of the decision of the County Home Director or his/her designee.

C. Step Three - Arbitration:

1. The Union may appeal a disposition at Step Two of the grievance procedure to this Step Three by providing the County Home Director with a written and signed notice of intent to arbitrate within thirty (30) days of the decision at Step Two. Within seven (7) days after presentation of the notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the Employer and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Services (FMCS). Within seven (7) calendar days after the day of receipt of the list of arbitrators from FMCS, the Employer and the Union will alternately strike names from the list until the name of one (1) arbitrator remains. The party requesting arbitration shall strike first. The Employer and the Union will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS. As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Union and the Employer shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. All costs directly related to the services of the arbitrator shall be paid by the losing party, unless the parties agree to divide the costs equally or unless the arbitrator splits the decision, in which case the costs of arbitration shall be divided equally. Any fee assessed by an arbitrator because of continuation of scheduled arbitration hearing shall be paid by the party requesting continuance. Either party may request that a written transcript of testimony be taken, which shall be paid by the requesting party.

The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him/her after such hearing and shall be final and binding upon the employer and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

- a. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.
- b. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.
- c. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.

- d. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary settlements reached by the Employer and the Union shall be final, conclusive and binding upon the Employer, the Union and the employees.

Both parties have the right to mutually waive any time requirements and/or part of this procedure to submit the grievance to mediation. Any such agreement should be made in writing.

Section 4 - Representation:

- A. During the term of this Agreement, no employee covered hereunder may be represented by any organization other than the Union on any grievance initiated pursuant to the provisions of this Agreement.
- B. The Union itself shall have the right to initiate a grievance if the subject matter involved concerns an alleged violation of this Agreement with respect to a matter affecting two (2) or more employees covered hereunder.

Section 5 - Copies:

- A. Copies of all written answers to grievances shall be sent to the grievant involved, the local Union President and the Union Staff Representative.
- B. Nothing in this Agreement shall require the Union to pursue any grievance at any level or prohibit the Union from exercising discretion in determining whether or not to pursue an alleged grievance. However, the Union shall indemnify and hold the Employer harmless as to any claim by a grievant based on the Union's action in not pursuing an alleged grievance.

Article 11

VACANCY AND PROMOTIONS

Section 1:

Whenever the Employer determines that a permanent vacancy exists in a non-entry level position a notice of such vacancy shall be posted on the employee's bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applicants whose applications are submitted after the expiration of the posting period or who do not meet the minimum qualifications for the job.

Section 2:

Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications and a brief summary of job duties and such notices shall be given to the local union president.

Section 3:

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

Section 4:

All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, seniority. Where two employees are equally qualified for a position, the employee with the most seniority shall be awarded the position.

Section 5:

Where the Employer receives applications from qualified employees for a promotional opportunity or lateral transfer, the Employer shall select from only among those employees when filling the position.

Section 6:

Once the selection has been made by the Employer, the Employer will notify all applicants and the Union of the selection.

Section 7:

All employees awarded a vacancy shall serve a ninety (90) day probationary period. If an employee is serving a probationary period for one classification and they are selected to fill a vacancy in another classification, they will start over with the probationary period for the new classification.

Section 8:

An employee selected shall be considered to have qualified for the position when he/she satisfactorily performs the required duties with proper training by supervision, and when he/she has completed the appropriate probationary period. Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, he/she shall be returned to his/her former position with no prejudice. The probationary reduction shall not be subject to grievance.

Section 9:

Within thirty (30) days after the completion of the posting period, the Employer shall select an employee applicant or within sixty (60) days, the Employer shall select a non-employee applicant, unless the Employer has subsequently decided the position will not be filled. The Employer agrees that its intentions are not to post positions that it does not intend to fill.

Article 12
TRANSFERS

Section 1- Temporary Transfers I Upgrades:

- A. In connection with the efficient operation of the Appointing Authorities the Employer has the right to temporarily transfer an employee to a different classification to fill in for sick leave, or for emergencies. Such transfers shall not exceed thirty (30) calendar days except for sickness or leave of absence or unless mutually agreed to between the Union and the Appointing Authorities.

When the Employer determines the temporary vacancy exists the Temporary Transfer will be posted for forty-eight (48) hours. The Employer shall offer the temporary transfer to those employees who are qualified and bid on the transfer. If more than one qualified employee bids on the transfer then the transfer will be awarded to the most senior employee who bid on the transfer. In the event no employee bids, the Employer shall select the least senior qualified employee for the transfer.

- B. An employee transferred to a lower paying classification shall receive his/her regular rate of pay for the duration of the temporary transfer.
- C. An employee transferred to a higher paying classification shall be paid at the higher grade of pay and retain his/her current step for the period of time he/she is performing those duties.
- D. The provisions of this Article shall not apply to the past practice of the nursing and supervisory duties of the Licensed Practical Nurse that are performed with and in like manner of the Employer's Registered Nurses.

Article 13

SENIORITY AND PROBATIONARY EMPLOYEES

Section 1— Seniority Defined:

Unless defined otherwise in this Agreement, "seniority" shall be the employee's length of continuous service with the Appointing Authority for which he/she is employed.

If two or more employees have the same seniority date, the tie shall be broken by a lottery conducted by a representative of the Employer and the Union, with the person drawing the highest number determined to have the higher seniority.

Section 2 — Application:

Seniority shall be applied for use where listed in the collective bargaining agreement including, but not limited to: vacancies & promotions, shift work and vacation preference. For purposes of calculating accruals, seniority shall be deemed to include previous service with the State of Ohio or any political subdivision thereof in accordance with the Ohio Revised Code. Examples of such statutory accruals include vacation accruals, transfer of previously accrued sick leave hours, previously accrued years of service for credit in the Public Employees Retirement System.

Section 3 — Probationary Employees:

A new employee whose position is otherwise covered under this Agreement shall be considered a probationary employee until he/she has successfully completed the 120-calendar day probationary period. Upon successful completion of a 120-day probationary period, the employee shall have seniority computed from the date of his/her last hiring. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal or grieve over such removal.

Section 4 Continuation and Termination of Seniority:

- A. An employee covered hereunder who is unable to work because of disability arising out of and in the course of employment with the Employer shall continue, during the term of such disability, to accrue seniority for at least twelve months. Upon mutual agreement of the parties, such accrual period may be extended in increments of six months. However, an employee shall be entitled to return to employment for up to thirty-six (36) months from the initial date of disability pursuant to Article 21 herein.

B. An employee's seniority shall terminate in the following events:

1. If the employee quits;
2. If the employee is discharged for just cause accepted or upheld by proper authority;
3. If the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Employer;
4. If the employee does not request reinstatement within ninety (90) days after termination of military service;
5. If while on layoff status, an employee fails to report to the Employer or his/her designer, within seven (7) days after being notified by Certified Mail, return receipt requested, to the employee's last address of record.
6. If the employee is absent from employment by reason of layoff for more than eighteen (18) consecutive months.

Article 14

WORK RULES

Section 1:

It is agreed and understood that the Employers or his designee(s) have the right to promulgate, implement, revise and enforce reasonable rules, policies, procedures and directives to regulate the conduct of employees as it affects the employee's employment with the Employers and to insure that effectiveness of the service and programs of the Employers.

The Union may grieve such work rules that are not reasonable or not consistent with the Employer's statutory powers or that are in conflict with the express provisions of this Agreement.

Section 2:

Copies of all established written rules or amendments to existing rules will be furnished to, and discussed with, representatives of the Union at least five (5) working days prior to their effective date. The Employer agrees to consider, on a case by case basis, a Union request to extend the implementation date of the new work rules.

Section 3:

It is the Employer's intention that work rules should be interpreted and applied uniformly to all employees under similar circumstances.

Section 4:

It is agreed that, where the Employer has determined that work rules are necessary, and that any of same affecting employees of the bargaining unit will become reduced to writing and made available to all affected employees.

Section 5:

This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow directions or orders from his supervisor or established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

Section 6:

That the Employer's existing work rules in effect prior to July 1, 1994, are not subject to grievance.

Article 15

LAYOFF AND RECALL

Section 1:

Reasons for reduction in force shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operation; a current or projected temporary decrease in the workload; and the abolishment of positions for efficiency of operation, reasons of economy or for lack of work.

Section 2:

In the event that a reduction in force within a classification occurs, the following steps shall be taken:

- A. All emergency, temporary, intermittent, probationary and part-time employees in the classification shall be laid off first.
- B. The remaining employees in the classification shall be laid off in inverse order of department seniority; however, all remaining senior employees must possess the skills and ability to perform the remaining work.
- C. An employee affected by a layoff may displace (bump) a less senior employee within the affected classification series or in a classification previously held by the affected employee. An employee who elects to bump shall have five (5) workdays after receipt of a layoff notice to request displacement rights. The Employer will respond to the request within five (5) workdays.
- D. Each employee to be affected by a layoff shall be given written notice no less than ten (10) workdays prior to the action, stating the effective date of the action and reason for layoff.
- E. Volunteers, welfare-workfare persons, job corps members and similarly situated individuals shall not be utilized to perform the work of laid-off employees.
- F. For each classification in which a reduction occurs, the Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in reverse order of their layoff selection. If a vacancy in a classification occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification. The employee highest on the reinstatement list who responds will be given the vacant posting. All recalled employees are required to give written response of his/her intent to report to work within five (5) days and report to work within ten (10) work days unless other written arrangements have been made between the employee and the

Employer. An employee who properly gives written response of his/her intent to report for work but is not at that instance recalled shall maintain recall rights for twenty-four (24) months from the initial date of that layoff.

- G. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of reduction.
- H. Employees on layoff shall be notified of openings in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid.
- I. No vacancy in a job classification may be filled by promotion or permanent transfer until all recall rights to that classification have been exhausted.

Article 16
SICK LEAVE

Section 1 — Sick Leave Accumulation:

Each employee shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Section 2 — Charging of Sick Leave:

Sick Leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is involuntarily sent home shall not be charged sick leave for the absence unless the employee has a documented communicable disease or condition that endangers the health of fellow employees or the public. Once per calendar year, an employee who is involuntarily sent home will not have the absence counted against her for the purposes of Section 13 herein.

Section 3 Uses of Sick Leave:

- A. Sick Leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family.
 2. To attend a funeral or make funeral arrangements for individual not covered under Article 17 of this agreement at the sole discretion of the Employer.
 3. Medical, dental or optical examinations or treatment of the employee or a member of his family, which requires the employee's presence. It is understood the employees are expected to return to work after such examinations if there is 1/2 of their shift left to be worked.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and related conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period of the employee's presence is necessary.

B. Definition of Immediate Family:

Grandparents, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, stepmother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 4 - Evidence Required for Sick Leave Usage:

The employee shall furnish the Employer a Request for Leave form stating that the employee wishes to use sick leave prior to the absence when the employee has knowledge in advance of the absence (i.e. medical appointment) or upon returning to work following an unanticipated absence. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. The employee shall present satisfactory evidence to justify use of sick leave. The Employer may require proof of illness from: (1) employees who have been absent three [3] or more consecutive workdays and, (2) from employees who have been disciplined within the preceding six [6] months for excessive absenteeism.

Section 5 — Notification of Employee:

When an employee is unable to report to work he/she shall notify in person (not voicemail) the Employer or other designated person on each day of absence no later than two (2) hours prior to commencement of the shift, unless the employee has made other reporting arrangements with the immediate supervisor.

Section 6 Unauthorized Use of Sick Leave:

Corrective action shall be taken hereunder for the unauthorized use of sick leave.

- failure to properly and timely request leave
- failure to provide medical practitioner's statement when required
- fraudulent verification or request
- use for other than allowed purpose
- pattern abuse or consistent periods of usage; for example, before and/or after holidays,
- weekends, days off, paydays or overtime worked
- reaching a zero balance

Corrective Action:

When unauthorized use of sick leave is substantiated by the employer, the request for sick leave shall be denied and corrective disciplinary action shall be implemented under the disciplinary policy. In addition, the employer will require a medical practitioner's statement for all sick leave use for the next twelve (12) months.

Section 7 - Medical Practitioner's Statement:

Employees shall be required to provide a written statement from a physician who has examined the employee of immediate family members when:

- the employee or family member obtains medical treatment while the employee is on sick leave
- the illness or injury of the employee or family member extends for three (3) or more consecutive workdays
- unauthorized use of sick leave is substantiated

Section 8 Physician Examination:

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay or disability separation. The cost of such examination shall be paid by the Employer.

Section 9 Expiration of Sick Leave:

If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this Agreement.

Section 10 Work Less Than a Normal Day:

If a licensed physician approves an employee to return to work for less than their normal workday, the Employer may permit the employee to work less than their normal workday for up to one (1) calendar month. The Employer may, upon recommendation from the employee's physician and at the Employer's discretion, extend the period of time the employee may work shortened days an additional calendar month. In no event, unless mutually agreed between the Employer and the employee, shall an employee be permitted to work shortened days for more than three (3) consecutive calendar months.

Section 11 Transfer Credit:

Upon transfer from one division or department of the County to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 12 Reinstatement Credit:

An employee covered by this Agreement who leaves public employment and who is reinstated to County service, shall have any unused sick leave accumulation existing at the time of his/her prior separation from County service applied to his/her credit.

Section 13 Sick Leave Incentive Bonus:

A full-time employee who uses no sick leave before the end of the last full pay period prior to the end of the calendar quarter[January, February and March; April, May and June, etc.] shall receive a One Hundred Twenty-Five Dollar (\$125.00) bonus; an employee who uses eight (8) hours or less before the end of the last full pay period prior to the end of the calendar quarter shall receive a One Hundred Dollar (\$100.00) bonus; an employee who uses sixteen (16) hours or less before the end of the last full pay period prior to the end of the calendar quarter shall receive a Seventy-Five Dollar (\$75.00) bonus. A part-time employee who uses no sick leave before the last full pay period prior to the end of the calendar year shall receive a Fifty Dollar (\$50.00) bonus. Such bonus shall be payable by the second pay period following the end of the calendar quarter.

Employees become eligible to receive the Sick Leave Incentive Bonus the first full quarter after the successful completion of their probationary period.

Section 14 Annual Conversion Option:

Any employee who has at least six hundred (600) hours of accumulated sick leave to their credit as of January 1 of each year may elect to convert up to eighty (80) hours of accrued but unused sick leave into cash once at any time during the following calendar year.

Section 15 Absenteeism Point System:

Each employee shall be responsible to see that they accumulate less than five (5) points in a twelve (12) month period to run from January 1 to December 31 each year. If an employee accumulates five (5) points in a calendar year, the employee shall be subject to discipline in accordance with the following:

<u>Number of Points</u>	<u>Disciplinary Action</u>
5 Points	Verbal Warning
7 Points	Written Warning
9 Points	One-Day Suspension
10 Points	Three-Day Suspension
11 Points	Five-Day Suspension
12 Points	Termination

Points will be accumulated according to the following standards:

- For absences not covered by a doctor's excuse:

-0 points for the first day or partial day -1
point for each day or partial day

- No points will be given for absences covered by a doctor's excuse.
- Those absences due to a qualifying and approved FMLA condition, wherein required documentation has been provided to the Employer, will not count for points under this section of the agreement.

Section 16 — Sick Leave Donation Policy:

Dayspring shall administer the Sick Leave Donation Program in accordance with the policy adopted by the Board of Commissioners as amended on May 28, 2002 and all subsequent amendments.

Article 17

FUNERAL LEAVE

Section 1:

In the event of a death in the immediate family of an employee, the employee shall request and will be granted Bereavement Leave up to five (5) days to attend the funeral, make funeral arrangements and carry out other responsibilities relative to the funeral. Immediate family for the purposes of this section shall be: mother, father, sister, brother, spouse, child and stepchild. For the death of a member of the immediate family, as defined by this Article, Bereavement Leave shall not be deducted from accrued sick leave.

Section 2:

Three (3) days of funeral leave shall be granted to an employee upon request for death of a member of the employee's family as follows: grandparent, grandchild, stepparent, mother-in-law, father-in-law. This leave shall not be deducted from accrued sick leave.

Section 3:

Two (2) days of funeral leave shall be granted to an employee upon request for death of a member of the employee's family as follows: brother-in-law, sister-in-law, daughter-in-law, son-in-law. This leave shall not be deducted from accrued sick leave.

Section 4:

Additional time may be approved on a case-by-case basis at the sole discretion of the Employer which shall be chargeable to any available accrued leave (i.e. sick leave, vacation, personal).

Section 5:

The Employer reserves the right to request evidence of the above.

Article 18

FAMILY AND MEDICAL LEAVE OF ABSENCE

Family and Medical Leave of Absence is provided in keeping with the Family and Medical Leave Act of 1993. This leave shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave to which the bargaining unit member may be entitled under this provision.

In other words, if a bargaining unit member is entitled to paid leave under other provisions of this contract the member must take the paid leave first and if the paid leave is less than 12 weeks, the additional weeks of leave necessary to attain the 12 work weeks of leave required by the Family and Medical Leave Act of 1993 shall be taken without compensation.

DEFINITIONS:

For purposes of administering Family and Medical Leave the following definitions shall be and are adopted:

1. Health Care Provider:

The term "health care provider" means:

- (A) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
- (B) Any other person determined by Federal mandate to be capable of providing health care services.

2. Parent:

The term "parent" means:

- (A) The biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

3. Reduced Leave Schedule: The term "Reduced

Leave Schedule" means:

- (A) A leave schedule that reduces the usual number of hours per workweek or hours per workday of an employee.

4. Serious Health Condition:

The term "serious health condition" means:

An illness, injury, impairment or physical or mental condition that involves:

- (A) Inpatient care in a hospital, hospice or residential medical care facility; or
- (B) Continuing treatment by a health care provider.

5. Son or Daughter:

The term "son or daughter" means:

A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- (A) Under 18 years of age; or
- (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

6. Spouse:

The term "spouse" means a husband or wife, as the case may be.

7. Twelve (12) Month Period:

The term "12 Month Period" means:

The 12 month period during which the twelve weeks of leave may be taken shall be a rolling twelve month period measured backward from the time an employee uses any of the twelve week leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months.

ELIGIBILITY FOR LEAVE

To be eligible for leave an employee must have been employed for at least twelve months in total and must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of 12 work weeks of leave during any 12 month period:

- (B) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (C) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (D) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (E) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under (A) or (B) shall expire at the end of the 12-month period beginning on the date of such birth or placement. Leave under (A) or (B) shall not be taken intermittently or on a reduced leave schedule. The entitlement to leave under (C) or (D) may be as follows:

- I. The leave must be medically necessary. If leave is so requested then the Employer may require the bargaining unit member to provide medical certification to support a claim for leave for the bargaining unit member's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Employer may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Employer at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.
2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. IF leave is requested on this basis, however, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

3. Spouses who are both employed by the Employer are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

NOTIFICATION AND REPORTING REQUIREMENTS:

When the need for leave is foreseeable, such as the birth or adoption of a child or a planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as to not disrupt the Employer's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE:

1. Any bargaining unit member who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.
2. In the event that a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence, the Employer may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reason beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

COMPLETION OF LEAVE FORM:

A request for Family and Medical Leave of Absence Form must be originated in duplicate by the bargaining unit member. This form should be completed in detail, signed by the bargaining unit member, submitted to the immediate supervisor for proper approval. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts without the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse or parent the certificate should give an estimate of the amount of time that the bargaining unit member is needed to provide such care. For purposes of leave for a bargaining unit member's illness, the certificate must state that the bargaining unit member is unable

to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Article 19

MILITARY LEAVE

Section 1:

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year.

Section 2:

The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 3:

Employees who have worked for the Employer long enough to complete their probationary period, will be granted leave of absence without pay to be inducted or to otherwise enter military service.

Section 4:

An appointment may be made to fill a vacancy created when any employee enters military service. However, if the period filling such a vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge or makes a written waiver of all rights to the position.

Section 5:

An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6:

Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds

authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 7:

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to inservice injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Appointing Authority.
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his physical condition.
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 1. Sick Leave - that amount which has been accumulated at the time of entering service.
 2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.
 3. Automatic salary adjustments (step increases).
 4. Any change in classification or pay range, which would have accrued to the position if the employee had been on the job.

Article 20

JURY AND WITNESS DUTY

Section 1:

An employee called for jury duty by a court of competent jurisdiction or subpoenaed to testify on a matter in which the employee is not a party, before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and his jury duty or witness pay.

Section 2:

To be eligible for jury duty pay or witness pay an employee shall notify his supervisor in advance and submit a jury service or witness service and the amount of jury duty or witness pay received.

Section 3:

If the employee is released from jury duty or witness duty substantially prior to the end of the workday, the employee shall return to work.

Article 21

LEAVES WITHOUT PAY

Section 1:

Employees may be granted the following types of leave of absence:

- A. Personal And Education Leave
- B. Disability Leave
- C. Pregnancy and Maternity Leave

Section 2 - Authorization for Personal or Education Leave:

A personal or education leave of absence shall be requested and authorized on a form designated by the Employer. The authorization of a leave without pay is solely a matter of administrative discretion and each request will be decided by the Employer on a case-by-case bases, taking into consideration the operational needs of the Employer.

Section 3 - Reinstatement from Leave:

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave and request a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave upon request by the employee and agreement by the Employer. Failure to return to work at the expiration of an approved leave of absence will be deemed a resignation.

Section 4 - Sick Leave Credit and Vacation Credit:

An employee on leave of absence without pay does not earn sick leave or vacation credit, however, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 5 - Abuse of Leave:

A leave of absence is granted for a specific purpose. If it is found the leave is not actually being used for such purpose, the employee will be subject to immediate termination.

Section 6 - Disability Leave:

- A. A medically incapacitated employee, who has exhausted his or her accumulated sick leave and for whom voluntary reduction is not practicable, may request disability leave by presenting evidence as to the nature and severity of disability and as to the probable date on which the employee will be able to return to the same or similar position. Such request must be in writing, with supporting evidence attached. Employer may require a second opinion by Employer's physician paid at Employer's expense.
- B. A Disability leave may be granted when an employee has exhausted his or her accumulated sick leave and is hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by the employee's attending physician. Any appointment made to a position vacated by disability leave will be on a temporary basis.
- C. Reinstatement rights following disability leave extend for thirty-six (36) months from the date such leave is granted. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer.

Section 7 - Pregnancy and Maternity Leave:

Upon written request to the Employer, a pregnant employee shall be granted a leave absence without pay subject to the following:

A. Length of Leave:

Leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, the employee shall be given a disability separation.

Such leave shall not include time being requested for purpose of childcare following the recovery of the employee. An employee desiring a leave of absence for purposes of child care should request the leave for this specific purpose in accordance with Paragraph (E) below.

B. Physician's Certification:

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probably period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

C. Sick Leave Usage:

Upon request and in accordance with Article 21 herein, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in Paragraph A.

D. Vacation Leave Usage:

Subject to the provisions contained in Article 21, herein, a pregnant employee, upon request, will be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Paragraph A.

E. Child Care:

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of childcare. All requests for leave of absence without pay for purposes of childcare shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of childcare shall be considered on the same basis as that of a biological parent under similar circumstances.

Article 22

VACATION

Section 1:

Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave for which an employee is eligible is based upon length of service as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	None
1 year but less than 8 years	80 Hours
8 years but less than 15 years	120 Hours
15 years or more	160 Hours
25 years or more	200 Hours

Section 2:

Vacation is credit each bi-weekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO:</u>	<u>CREDITED PER PAY PERIOD</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours

Section 3:

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Section 4:

Vacations are scheduled in accordance with the workload requirements of the individual divisions and shall be used in one (1) hour increments. Employees desiring to use vacation must submit a Request for Leave form within the required time frame depending upon the amount of time requested and the length of the notice. Vacation requests of more than three (3) consecutive work days shall be submitted to the Employer at least thirty (30) days in advance. Requests of less than three (3) days shall be made within one week prior to the absence. In instances where advance notice to request vacation is not possible, employees must submit a Request for Leave form upon their return to work.

The Employers will consider employee vacation requests solely by seniority provided they are submitted by no later than March 1 of each year. After March 1st, the Employer will consider employee vacation requests on a first come/first serve basis.

Section 5:

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 6:

Employees may accumulate unused vacation time up to a maximum limit of three (3) years.

Section 7:

Employees shall forfeit their right to take or to be paid for any vacation leave to credit which is in excess of the accrual allowed. Such excess leave shall be eliminated from the employee's leave balance. The Employer shall give the employee two-month's notice prior to eliminating any accrued vacation under this section. The Employer will reasonably accommodate the employee to allow the use of such vacation during the two-month period.

Section 8:

Days specified as holidays shall not be charged to an employee's vacation leave.

Section 9:

An employee is entitled to compensation at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit for the two (2) years immediately preceding the separation date of employment.

Section 10:

If an employee, while on vacation, becomes ill or experiences an injury or a death in the family, which would warrant paid sick or funeral leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick or funeral leave rather than vacation leave.

Article 23

HOLIDAYS

Section 1:

Employees are entitled to the following paid holidays:

NEW YEAR'S DAY	(1 st day of January)
MARTIN LUTHER KING DAY	(3 rd Monday of January)
PRESIDENT'S DAY	(3 rd Monday of February)
MEMORIAL DAY	(Last Monday in May)
INDEPENDENCE DAY	(4 th day of July)
LABOR DAY	(1 th Monday in September)
COLUMBUS DAY	(2 nd Monday in October)
VETERAN'S DAY	(11 th day of November)
THANKSGIVING DAY	(4 th Thursday of November)
CHRISTMAS DAY	(25 th day of December)

Section 2:

To be entitled to holiday pay, an employee must have worked his last scheduled working day prior to the holiday and his first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Employer. In the event of absence due to sick leave, the employee shall provide a medical practitioner's statement.

Section 3:

If an employee's work schedule is other than Monday through Friday he is entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

Section 4:

Any work performed by a full-time or part-time employee on any of the days listed in Section 1 or their alternate dates shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly earnings in addition to the holiday pay. Such pay shall be for one or the other but not both.

Section 5:

If a holiday occurs during a period of paid leave, the employee will draw normal pay and will not be charged for such leave.

Section 6:

For the purpose of calculating holiday pay the holiday shall commence with the beginning of the first shift of the holiday and continue through the third shift.

Section 7:

Scheduling of holidays will be rotated among full-time staff within each classification.

A holiday sign-up sheet will be posted by January 1 of each year for full-time employees for the following year's holidays.

Holidays will be awarded by seniority. Those shifts not covered will next be offered to part-time employees, after which scheduling will revert to the holiday rotation schedule for full-time employees for any remaining shifts.

Section 8:

The holiday rotation schedule is as follows:

- New Year's Day and Independence Day
- Martin Luther King Day and President's Day
- Memorial Day and Labor Day
- Columbus Day and Veteran's Day
- Thanksgiving Day and Christmas Day

Article 24

PERSONAL DAY

Section 1

Each full-time employee in the bargaining unit, except newly hired probationary employees as limited below may take up to three (3) personal days off per year (year defined as calendar year). Newly hired probationary employees shall become eligible for usage of personal days upon completion of their probationary period. Sixteen hours are to be scheduled in eight (8) hour increments in advance, must be taken at a time mutually agreeable to the employee and his supervisor and must be taken prior to the end of the first pay period in December. Eight hours may be used in one (1) hour increments throughout the year and may be used in emergency situations. Personal days must be used within the calendar year earned and may not be carried over. Personal days taken in December must be requested by October 15th, with the exception of the eight (8) hours which may be used in emergency situations. Personal days for the following year will be available for use the first pay period of the next payroll year. Approval of requests to use personal days will be considered in the order they are received. In the event two requests are received at the same time, the request of the employee with the most seniority will be approved.

Section 2

All part-time employees who have worked at Dayspring for at least one (1) year shall be entitled to one (1) personal day per year provided they have worked at least ;84 694 hours in the previous calendar year.

Article 25

NO STRIKE / NO LOCKOUT

Section 1:

The Union agrees that neither it, its officers, agents nor representatives will call, authorize, condone, or participate in any strike or work stoppage as defined in O.R.C. 4117.01 (11).

Section 2:

Employees shall not promote, instigate, support, nor in any manner engage in a strike or work stoppage as defined in O.R.C. 4117.01 (H). In the event of a violation of this section, the Union will take all reasonable steps to the end the violation.

Section 3:

The Employer agrees not to lock out employees during the term of this Agreement.

Article 26

WAIVER IN CASE OF EMERGENCY / SEVERABILITY

Section I:

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the County Commissioners, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for management or the union to reply on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievant[s]) had properly progressed.

SEVERABILITY

Section 2:

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any part of this Agreement is invalidated, the parties will meet to negotiate in good faith a replacement provision.

Article 27

WAGES

Section 1:

New employees shall be hired at the starting rate for their classification

New employees will not receive an increase until July 1st following the successful completion of their probationary period.

During the term of this Agreement, the starting rate for each classification is as follows:

Medical Clerk	\$9.20
Cook	\$9.20
Custodian	\$9.20
Resident Care Attendant	\$9.20
Activity Coordinator/Daycare Coordinator	\$10.15
Maintenance Repair Worker	\$13.50
LPN	\$16.75

Section 2:

In an effort to recognize the effect of wage freezes for bargaining unit members in 2011 and 2012 and to correct other wage inequities, affected employees will receive an equity adjustment to their base rate of pay effective January 3, 2013.

Section 3:

In an effort to provide a competitive and comparable wage, those members in the classifications of Licensed Practical Nurse and Maintenance Repair Worker will receive comparable adjustments to their base rate of pay effective January 3, 2013.

Section 4:

Effective January 3, 2013, all bargaining unit members shall receive a \$.35 per hour wage increase.

Section 5:

Effective January 2, 2014, all bargaining unit members shall receive a \$.30 per hour wage increase.

Section 6:

Effective January 1, 2015, all bargaining unit members shall receive a \$.30 per hour wage increase

Section 7:

Any Maintenance Repair Worker who secures a Class A Drinking Water Operator License will receive an additional \$1.00 per hour.

Section 8 Meals

Part-time and full-time employees are entitled to one meal without cost as is otherwise provided to residents per shift worked if available during normal serving hours.

A meal includes any food other than the one meal provided to employees per shift worked. Employees are not permitted to prepare their own meals.

If available during normal serving hours, employees may eat additional meals and will be required to pay for these meals at the current rate being charged to the public.

Prepaid meals tickets may be purchased from the Operations Manager to cover the cost of additional meals.

Log sheets will be maintained in the kitchen to track meals.

Section 9-Shift Wage Differentials:

A. The following wage shift differentials shall apply to Resident Care Attendants hired prior to the execution of this Agreement.

- | | |
|----------------------------|--------|
| 1. Second Shift | \$.35 |
| 2. Third Shift | \$.50 |
| 3. All Weekend Assignments | \$1.00 |

B. The following wage shift differentials shall apply to Resident Care Attendants hired subsequent to the execution of this Agreement and all other classifications:

- | | |
|--|--------|
| 1. Weekdays After 6:00 p.m. but before 6:00 a.m. | \$.50 |
| 2. All Weekend Assignments after 6:00 am. but before 6:00 p.m. | \$1.00 |
| 3. Weekend Assignments after 6:00 p.m. but before 6:00 a.m. | \$1.50 |

Section 10 - Certified Nurses' Aide Pay Adjustment:

For any Resident Care Attendant who meets the requirements of Article 32 and becomes a Certified State Tested Nurses' Aide (STNA), shall receive an hourly pay adjustment-of \$1.00 over and above the employee's hourly rate of the Resident Care Attendant.

Section 11 - Premium Pay for Part-Time Employees:

Part-time employees when called in to work during non-scheduled shifts, shall be paid a premium rate of one and one-half times the full-time employee rate for the same position. Each part-time employee shall be paid a minimum of four hours for each call-in.

Article 28

INSURANCE

Section 28.1:

The Employer agrees to provide during the life of this Agreement, hospitalization and medical insurance with the same coverage as is provided to the Board of County Commissioners and County employees paid from the County General Fund and not covered by a Collective Bargaining Agreement.

Section 28.2:

For the period January 1, 2013, and the balance of the contract, employees shall pay the same employee contribution as a majority of other County employees.

Section 28.3:

Employees electing not to take hospitalization and medical insurance will be paid for their election the same as a majority of other County employees not covered by a collective agreement.

Section 28.4:

Employees may elect to change from one plan to another or to take no insurance coverage at least once a year and at other times that they experience a change in status in accordance with the plan.

Section 28.5:

The Employer agrees to permit one member of the bargaining unit to sit on and have full participatory rights on the Richland County Health Insurance Committee who shall suffer no loss of pay while attending such committee meetings.

Article 29

JOB DESCRIPTIONS

Section 1:

The Employer reserves the right to establish new job classifications, revise existing classifications or eliminate existing classifications.

The Employer agrees to provide advance notice to the Union of changes in existing job classifications to allow the Union to discuss the impact of the changes upon the bargaining unit.

Section 2 - Job Audit:

The parties agree that job titles shall be positive to job duties and pay commensurate for the same shall be received.

There shall be established a job audit committee made up of two representatives of the Employer and two representatives of the Union to study the various jobs of the unit as solely determined by the Employer's descriptions. In the event an employee feels their job has changed to the point they are no longer classified properly, it is their responsibility to contact the job audit committee for a job study. Any employee who has been denied a reclassification cannot apply for another job audit until twelve (12) months had expired from the previous denial.

Any disagreements among the committee as to the proper job title, duties, pay or other position descriptions shall be resolved through the grievance procedure beginning at Step 3. In all cases a decision by majority serving on the committee shall be final and cannot be processed through the grievance procedure.

The committee/arbitrator shall have no authority to consider any job description other than as established by Employer n or alter or amend such descriptions in any way. The committee/arbitrator shall have no authority to establish or create new job descriptions.

Should it be determined that an employee's job duties are not positive to his/her existing job title then the Employer shall have five (5) working days either to so reclassify the employee or eliminate those job duties from the employee's work that necessitated the reclassification.

Article 30

CALL-IN PROCEDURE AND SCHEDULING

Section 1

Call-In Procedure:

This procedure is to be followed when the need arises to fill a shift with twenty-four (24) hours notice or less.

I. The following call-in procedure shall be applied to the following four job classifications as follows:

- a. Licensed Practical Nurses
- b. Cooks
- c. Resident Care Attendant

2 Open shifts shall be offered to employees using the aggregate overtime as follows:

- a. First to full-time qualified employees starting with most senior, Monday through Sunday only.
- b. Next to qualified part-time employees starting with the most senior.
- c. If the employer is unable to fill the overtime using the above voluntary method, mandatory overtime shall be assigned by requiring the least senior qualified full time employee to work. If that employee is unable to work the mandatory overtime, the next least senior full time employee shall be required, etc.

If the employer cannot fill the overtime at this point, the least senior employee from the previous shift will be mandated to stay to cover the shift on a rotational basis.

- d. When the qualified employee is available and works the overtime, that employee shall be excused from the next mandatory overtime call.

- e Positions may be left vacant at the Employer's discretion.
 - 1 Management shall have the option to re-open this Section for re-negotiation on the one-year anniversary of signing this collective bargaining agreement.
3. The following call-in procedure shall be applied to the Maintenance Repair Worker(s)
- a. Call-in pay is defined as payment for work assigned by the appropriate supervisor or by his/her designee and performed by an employee at a time which is disconnected from the employee's normal and/or pre-scheduled starting time and shall be paid as follows:
 - i. Two (2) hours at time and one-half if the call-in occurs on a weekday, Saturday or Sunday.
 - ii. Two (2) hours at double time will be paid if the call-in occurs on a holiday. All hours worked on a holiday shall be a double time.

Section 2 Employee Scheduling Procedure:

This procedure shall be followed when creating the monthly schedule and when the need arises to fill a shift with more than twenty-four (24) hours notice

- 1. Employer shall schedule employees on a monthly schedule. All full-time employees shall be scheduled first and shall be scheduled their desired 72 or 80 hours every two weeks. Thereafter the Employer shall schedule part-time employees as needed.

2. In the event there are insufficient part-time employees available to complete the monthly schedule, then the open times shall be posted by the Employer for two (2) days. All full-time employees can select such additional times over and above their regular work schedule. In the event two or more full-time employees desire the same opening, then the Employer's initial selection shall be by seniority. After the initial opportunity for such additional scheduled work based on seniority alone has been completed thereafter all assignments where two or more employees desire the same opening shall be offered to the full-time employees who have the least number of additional hours to their credit at that time. In the event more than one employee has the same number of hours, assignments shall be offered by seniority.
3. In the event the Employer cannot fill all positions voluntarily as provided above, then the Employer shall notify the Union of the unfilled positions. The unfilled positions shall be filled as follows:
 - a. Employees shall have 24 hours to make any additional selections. Employee selection shall be by seniority commencing with the most senior. Any employee may waive initial selection or choose more than one assignment during his/her turn.
 - b. In the event unfilled positions still remain, then the Employer may fill such positions commencing with the least senior full-time employee and proceeding there from until all positions are filled.
 - c. Positions may be left vacant at the Employer's discretion.
4. All full-time employees called in under this article are paid at time and one half.

Article 31

UNIFORMS

A. Full-Time

1. The Employer shall provide all new employees with two new smocks if required to be worn by the Employer.

2. Each calendar year with Dayspring, the Employer shall provide an annual uniform allowance of fifty dollars (\$50.00). The Employer shall replace each employee's smocks on an as needed basis up to that \$50.00 limit.

3. The Employer shall provide each employee with a minimum of one year of service an annual shoe allowance of \$75.00 for the purchase of work shoes

B. Part-Time Employees:

1. The Employer shall provide all new employees with one new smock if required to be worn by the employer.

2. Each calendar year with Dayspring, the employer shall provide one new smock each year the employee works 1040 hours or more.

3. The employer shall provide each employee with a minimum of one year of service an annual shoe allowance of forty (\$40.00) for the purchase of work shoes each year the employee works 1040 hours or more.

C. Maintenance Repair Worker:

The employer shall provide all new Maintenance Repair Workers with one pair of steel toe shoes. The employer shall provide each Maintenance Repair Worker with a minimum of one year of service an annual steel toe shoe allowance of \$150.00 for the purchase of such shoes.

D. Methods and Terms of Payment:

1. Any amounts spent in excess of the above limits shall be paid by the employee making the purchase. The employer shall make arrangements with two or more area vendors to set up an employee account for the purchase of uniforms and shoes so that the employee will be able to take advantage of the County's tax exempt status. Such purchases shall require a letter of authorization from the employer to be presented to the vendor. If the employee does not make purchases through the vendors, the employee shall be reimbursed by the employer only upon receipt of proof Purchase.
2. Upon termination of employment with the Employer, the employee shall not receive their outstanding payroll check until the employee has returned all Employer reimbursed/provided uniforms.
3. Employees must submit their receipts for allowance expenses incurred during the calendar year prior to December 30 of that year to receive reimbursement.

Article 32

CERTIFIED NURSES' AIDES

Employees will be responsible for complying with all continuing education requirements set forth by law.

The Employer agrees to reimburse Resident Care Attendants for tuition costs to enroll in and successfully complete and obtain an Employer-approved State Tested Nurses' Aide certification. Also, at the Employer's sole discretion, it may reimburse other employees for tuition costs to enroll in and successfully complete an Employer-approved State Tested Nurses' Aid program with certification. Upon successful completion of the program, receipt of State licensing as a Certified Nurses' Aide and provided the employee maintains such state licensing or certification, then the Employer agrees to and shall pay the employee during such time, according to the pay adjustment for Nurses' Aides provided in Article 27, Section 11.

In the event a part-time employee receives STNA certification, such employee shall receive the STNA adjustment during the period the STNA certification is maintained.

The Employer agrees to reasonably accommodate any employee in his or her work schedule in order to permit the employee to participate in such program. Employees who become certified as a Certified Nurses' Aide during their employment will receive reimbursement for tuition as outlined above after completing two years of employment with Dayspring after obtaining their certification.

The parties agree the provision of this Article shall expire at the conclusion of this contract and that its renewal or revision shall be subject to regulation.

Employees are required to comply with all Ohio Department of Health STNA regulations.

Article 33

VOLUNTEER LABOR

The Employer agrees that volunteers shall not be utilized that would result in the loss of Union employees.

Article 34

HOURS OF WORK/OVERTIME I.

HOURS OF WORK

A. Shifts:

#	CLASSIFICATION	SHIFT/HOURS
1	LP	* Full-time: 5:00 a.m. - 3:00 p.m. 2:00 p.m. - 12:00 a.m. 11:00 p.m. - 9:00 a.m. *Part-time LPN's will be scheduled up to 30 hours per week.
2	Maintenance Repair Worker	6:30 a.m. to 2:30 p.m.
3	Custodian	8:00 a.m. to 4:00 p.m. 10:30 p.m. to 6:30 a.m.
4	Activity Coordinator/ Adult Daycare Coordinator	8:00 a.m. to 4:00 p.m. When special resident activities require alternate times, the Employer will recognize the flexing of hours to accommodate such activities. In such event, shift premium shall be paid for the actual time worked.
5.	C o o k s	Eight hour shifts between the hours of 5:00 a.m. and 7:00 p.m. *
6.	Resident Care Attendants	Monday through Friday: a. 6:30 a.m. to 2:30 p.m. b. 2:30 p.m. to 10:30 p.m. c. 10:30 p.m. to 6:30 a.m. Part-time - Weekends a. 6:30 a.m. to 2:30 p.m. b. 2:30 p.m. to 10:30 p.m. c. 10:30 p.m. to 6:30 a.m. Assigned to Laundry: a. 2:30 p.m. to 10:30 p.m.

7 Medical Clerk

7:30 - 3:30

These hours are flexible as needed to accommodate driving residents to earlier or later appointments.

*These hours will be a pilot to be tried for four (4) months from the date the Union ratifies and will be re-negotiated at that time.

B. Breaks:

Employees are eligible to take two fifteen minute breaks for every eight hours they are scheduled to work. These breaks shall not be taken within thirty (30) minutes of starting time, lunch breaks or quitting time. Breaks may not be combined with another break or with a lunch period.

C. Lunch Period:

Employees scheduled to work eight (8) hours or more shall receive a thirty (30) minute paid lunch period. It is understood that employees are subject to being called away during this time to handle matters related to residents or the facility. This lunch period shall not be used at the beginning or end of a shift.

D. Discipline:

Discipline under this section shall not be issued without just cause. Discipline under sections c and D will be renegotiated 4 months from the date the union ratifies if necessary.

II. OVERTIME:

A. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a work week, the employee shall be paid overtime pay for such time over forty (40) hours at one and one-half (1 1/2) times the employee's average rate of pay for that pay period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Part-time resident care attendants who have volunteered to be cross-trained for kitchen, laundry or activities/adult daycare will be considered part of the call-in pool.

B. For the purpose of this Article, the following definitions are made:

1. Active pay status is actual hours paid excluding sick time, vacation and personal days.
 2. Workweek is Thursday through Wednesday.
 3. Employee's average rate of pay includes the employee's base pay, shift premium and weekend premium.
- C. When an employee is forced to stay beyond their scheduled shift to cover another's shift, it will be counted toward their next turn on the mandatory rotation, if desired, so long as they work a full shift.
- D. Employees have the option of trading their turns on the mandatory rotation. Employees electing to do so are responsible for making these arrangements, completing necessary associated paperwork and making any required notifications to the Employer. The Employer assumes no responsibility for such trades.
- E. Employees must maintain their regularly scheduled hours of work unless otherwise authorized by a supervisor.
- F. Employees will be permitted to clock in up to six-(6) seven (7) minutes prior to the start of their scheduled shift and to clock out up to six (6) seven (7) minutes after their scheduled shift ends.
- G. Employees shall be permitted to elect compensatory time in lieu of overtime.

III. Resident Care Attendant - Assigned to Laundry

- A. When necessary, floor staff may be required to wash linens.
- B. In the event of an absence of the laundry staff for three (3) or more consecutive days, someone will be scheduled to cover the duties normally done by laundry staff.

Article 35

DRUG AND ALCOHOL POLICY

Dayspring shall administer the Richland County Drug and Alcohol Policy upon adoption by the Richland County Board of Commissioners.

Article 36

DURATION OF AGREEMENT

Section 1:

This agreement shall be effective as of January 3, 2013 and shall remain in full force and effect until December 31, 2015.

Section 2:

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the date, nor later than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent unless mutually agreed otherwise.

Article 37

TARDINESS

Any employee who reports to work after their shift is scheduled to begin will be considered tardy and subject to the provisions set forth in Section 7.2 of the County Policy Manual.

Employees arriving to work seven (7) minutes or less after their shift is scheduled to begin will not have their pay reduced. They will, however, be considered tardy. Employees may arrive up to seven (7) minutes late twice per calendar year and not be considered tardy.

The amount of time used when an employee reports to work late will be considered unexcused unless this time has been approved in advance by the Employer.

The Employer reserves the right to excuse employees for arriving to work late for circumstances beyond the employee's control at the Employer's discretion.

Article 38

OUTING COST REIMBURSEMENT

1. Employees in charge of resident outings will carry a receipt book for those circumstances where vendors are unable to provide receipts.
2. Employees will only be reimbursed for meals if they are caused to miss their regular meal in order to attend an outing.
3. Original receipts are required for reimbursement.
4. Prior authorization must be obtained from both the Board of Commissioners and the employee's immediate supervisor to be reimbursed for costs associated with outings.
5. Expenses for meals while on official business will be reimbursed at \$30 per day with the following restrictions:
 - \$5.00 for breakfast
 - \$10.00 for lunch.
 - \$15.00 for dinner.

Article 39

DRIVER ELIGIBILITY POLICY

Dayspring shall adopt the Richland County Board of Commissioners Driver Eligibility Policy revised in June of 2006 and all subsequent amendments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

Richland County Commissioners

Edward W. Olson

Timothy A. Wert

Gary Utt, Sr.

Negotiating Team

Kelly Cicolani, HR Director

Bill Cunning, Dayspring Director

DATE

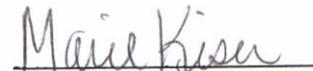
AFSCME Negotiating Team



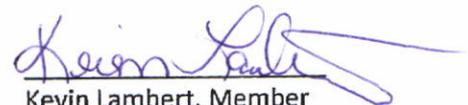
Eric Boyd, AFSCME Staff Representative



Amy Clark, President



Marie Kiser, Vice President



Kevin Lambert, Member

10/22/13

DATE

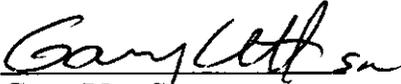
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Richland County Commissioners



Edward W. Olson

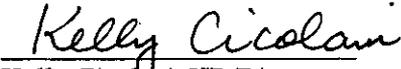
Timothy A. Wert



Gary Utt, Sr.

Negotiating Team

AFSCME Negotiating Team



Kelly Cicolani, HR Director

Eric Boyd, AFSCME Staff Rep.



Bill Cunning, Dayspring Director

Amy Clark, Union President

8/27/2013
Date

Date

