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**AGREEMENT BETWEEN THE
ASHTABULA COUNTY NURSING & REHAB CENTER
AND
AFSCME, OHIO COUNCIL 8, AFL-CIO
LOCAL 3284, AFL-CIO**

**EFFECTIVE December 14, 2012
EXPIRES December 13, 2015**

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1 This Agreement, entered into by the Board of Ashtabula County Commissioners, Ashtabula County Nursing & Rehab Center, hereinafter referred to as the “Employer” and the Ohio Council 8, AFSCME, AFL-CIO Local #3284, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 UNION RECOGNITION

Section 2.1 The employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all service, maintenance, technical and clerical, employees of the Ashtabula County Nursing & Rehab Center under the working titles listed below:

- Account Clerk I and II
- Accounts Payable Clerk
- Accounts Receivable Clerk
- Accounts Receivable Assistant
- Assistant Laundry Coordinator
- Assistant Maintenance Coordinator
- Clinical Nutrition Assistant
- Cook
- Cosmetologist
- Custodial Worker Coordinator
- Custodial Worker
- Food Service Worker
- Food Service Coordinator
- General Activities Therapist
- Health Care Technician
- Laundry Worker
- Licensed Practical Nurse (LPN)
- Maintenance Repair Worker
- Maintenance Repair Worker III
- Maintenance Worker
- Medical Records Clerk
- Medical Supply Clerk
- Nursing Assistant
- Personal Clothing Aide
- Receptionist
- Resident Service Aide
- Respiratory Therapy Technician
- Social Service Aide
- Restorative Health Care Technician
- Transportation Coordinator
- Utility Worker

Section 2.2 Excluded from the bargaining unit shall be: All professional employees, management-level employees, confidential employees, casual employees, and supervisors as defined in the Act, including Director of Activities, Administrative Secretary, Accounting Purchasing Manager, Reimbursement Manager, Administrative Assistant, Director of Human Resources, Human Resources Assistant, Medical Records Coordinator, Building Maintenance Superintendent, Director of Nursing, Assistant Director of Nursing, Food Service Manager, Director of Environmental Services, LPN Unit Manager, R.N. Unit Manager, Director of Admissions/Marketing, Respiratory Therapist, Director of Nutritional Services, R.N. Clinical Supervisor, Director of Social Services, Social Service Worker, Restorative Nurse, Staff Development Coordinator and MDS Nurse.

Section 2.3 The Employer shall establish wage rates for any new positions determined to be in the bargaining unit based upon an appropriate differential from existing positions. Should the Union disagree with the rate established, it may file a grievance at Step 3 of the grievance procedure.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 The Union recognizes the right and authority of the Employer to administer the business of the Ashtabula County Nursing & Rehab Center in addition to other functions and responsibilities which are required by law. The Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall; or, to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedule required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations;
and,
- K. To determine and implement necessary actions in emergency situations. The parties agree to define that which constitutes an emergency (occurrences which neither bargaining unit or management have control over) situation regarding staffing needs.

The above rights are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

Section 3.2 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 exclusive functions of the Employer.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Neither the Employer nor the Union will discriminate in the workplace against any bargaining unit employee on the basis of age, sex, color, creed, national origin, political affiliation or qualifying disability which can be reasonably accommodated. The Union will share equally with the Employer the responsibility for applying this provision of the agreement and ensuring against discrimination in the workplace.

Section 4.2 The Employer may take all reasonable action to reassign non-essential job duties, modify work procedures, modify work sites, transfer employees, modify leave policies, adjust hours of work and other actions that it deems appropriate in order to provide reasonable accommodation for an employee with a qualifying disability and comply with the requirements of all applicable laws.

Section 4.3 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter may not be processed through the grievance procedure. The matter may be appealed to the applicable regulating agency.

Section 4.4 Neither the Employer nor the Union will discriminate against, interfere, restrain or coerce any employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee exercising the right to abstain from membership or involvement in lawful Union activities.

Section 4.5 The employer agrees that it will not tolerate any form of harassment against its employees by anyone at the workplace, including supervisors and co-workers. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's protected status such as sex, race, ancestry, religion, national origin, age, sexual orientation or disability.

Section 4.6 The employer agrees that it will not tolerate any form of sexual harassment at the workplace. To help clarify what conduct constitutes sexual harassment, the Equal Employment Opportunity Commission has defined sexual harassment as unwelcome sexual advances or requests for sexual favors or other verbal, non-verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is an explicit or implied term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is basis for any employment decision affecting that individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. In submitting a sexual harassment complaint, the Union may go directly to Step 3 of the grievance procedure.

ARTICLE 5 UNION REPRESENTATION

Section 5.1 The Employer agrees to admit not more than two (2) union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, provided advance notice is given to the Employer. Upon arrival, the union staff representative shall identify himself/herself to the Employer or the Employer's designated representative. Such visitation shall not interfere with the work of employees, nor interrupt them from their normal work assignments.

Section 5.2 The Employer shall recognize as union stewards all employees certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified union stewards shall be submitted to the Human Resource Department and shall remain in effect until a replacement list of certified union stewards is submitted. The Union shall be responsible for maintaining a current list on file with the Employer.

Section 5.3 The Union shall provide to the Employer an official roster of its officers and local union stewards which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number; and,
- D. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.4 The investigation and writing of grievances shall be permitted on duty time.

Reasonable time shall be permitted to one (1) steward, with notice to and approval of the steward's Supervisor, to write grievances on duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5.5 Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein. A steward shall notify his/her supervisor prior to leaving the work station, indicating the reason and the member of management with whom he/she is meeting.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (President, Vice-president or Steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- D. The Union President and/or Vice President will be allowed to receive calls of short duration from the AFSCME Staff Representative at his/her work station, so long as the calls do not interfere with his/her work. Outgoing calls must be made from the pay telephone during non-work time.
- E. The Employer will enclose an introductory letter from the Union in the packet of materials that is given to all new employees at the time of hiring. The Union will be provided an opportunity to orient newly hired employees to the Collective Bargaining Agreement during the orientation period, during working hours, not to exceed thirty (30) minutes in duration.

ARTICLE 6 PROBATION PERIODS

Section 6.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The probationary period for all newly hired employees, both full time and/or part-time employees shall be one hundred and twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no appeal over such removal.

Section 6.2 A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty-(60) calendar days for full time employees, and 350 hours worked for part-time employees. A newly promoted employee who evidences unsatisfactory performance may be returned to his/her former position any time during his/her probationary period. The employee shall have the option of returning to his/her former position, prior to the completion of the probationary period, should the employee determine that he/she does not want further consideration in qualifying for the new job: those who followed in the advance shall also be returned to their former position. The employee may have to retain the position until the position is filled, for a period not to exceed 30 days.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1 The Employer and the Union agree that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the local union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union. Management shall furnish an organizational chart to the Union, which lists authorized representatives who will deal with the Union and make commitments for the Employer.
- B. The Union further agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In the case of an unauthorized work stoppage or slowdown, the Employer may impose discipline without regard to the procedures or limits established under Section 4117.23 of the Ohio Revised Code. Employees who wish to grieve the imposition of discipline shall do so through the grievance procedure established herein, and may not appeal such discipline through the procedure established under Section 4117.23 of the Ohio Revised Code.

Section 7.2 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 8
DUES AND FAIR-SHARE DEDUCTION

Section 8.1 The Employer agrees to deduct Union membership dues, in accordance with this Article, for all employees eligible for the bargaining unit.

Section 8.2 The Employer agrees to deduct regular Union membership dues, once each pay period, from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed Dues Deduction Form (see Appendix A) must be presented to the Employer by the employee or the Union. 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.

Section 8.3 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 8.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization.

Section 8.5 The Employer shall not be obligated to make a dues deduction from any employee who, during any pay period involved, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 8.6 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 8.7 The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's dues deduction. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to: Ohio Council 8, 6800 N. High Street, Worthington, Ohio, 43085-2512, Attention: Controller.

Section 8.8 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. The fair-share fee obligation shall commence on the sixty-first (61) calendar day of employment.

Section 8.9 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 in accordance with the law.

Section 8.10 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide Local 3284 and Ohio Council an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month, including the amount of the deduction.

Section 8.11 The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established by law.

Section 8.12 The Union may amend the fair-share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the Employer.

Section 8.13 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 8.14 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 8.15 The Union warrants and guarantees to the Employer 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.

Section 8.16 This Article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written, signed agreement of the parties.

ARTICLE 9 WORK RULES/REGULATIONS

Section 9.1 The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures, which violate this Agreement. It is the Employers responsibility to educate the membership of the work rules, policies and procedures, and to make available all such rules in writing and to the Union leadership.

Section 9.2 At least ten (10) days prior to implementation, or change of any employee work rule, regulation, policy or procedure, which affects members of the bargaining unit, the Employer shall notify the President of the local Union or his/her designee, to schedule a Labor-management meeting for discussion/input on the issue.

Section 9.3 The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 10 DISCIPLINARY PROCEDURES

Section 10.1 No form of disciplinary action will be taken against any employee except for just cause.

Section 10.2 Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive and uniform manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. All Progressive disciplinary actions shall be issued in the presence of the Department Steward or Union designee.

Section 10.3 Whenever the Employer determines that an employee will be suspended for disciplinary reasons, or terminated, the Employer shall notify the employee, the Union President and the Ohio Council 8 Staff Representative, in writing, of the exact charges against the employee and what form of discipline may be imposed. Such notice shall be sent to all parties within ten (10) working days of the day the Employer has knowledge of the event necessitating or allegedly causing the disciplinary action. For this purpose, "working days" shall be defined as Monday through Friday, excluding legal holidays.

The employee may be accompanied by a Union steward or officer during the disciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein. An employee who is suspended or terminated may file a grievance at Step 3 of the grievance procedure, and may have a conference with a Union steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

Section 10.4 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

Instruction and Cautioning:	Six (6) months
Written Warning	Twelve (12) month
Suspension	Eighteen (18) months

Disciplinary "instruction and cautioning" and written reprimands shall be delivered to the employee no later than ten (10) calendar days after the employer's knowledge of the incident leading to disciplinary actions.-All disciplinary actions shall be issued in the presence of a Union representative.

Section 10.5 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 10.6 If a holiday observed by the parties occurs during a period of suspension, the holiday shall be considered as one of the suspension days.

Section 10.7 Bargaining unit employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday, if the absence is due to being on suspension.

Section 10.8 A member of the bargaining unit may, during non-work times, request an opportunity to review his/her personnel record, except for pre-employment letters of reference and confidential medical information as covered by law, and add memoranda to the files clarifying any documents contained in the' file. An employee may have an officer or representative member of AFSCME present when reviewing his/her file. A request for copies of items included in the file will be honored, except for documents noted above. A member of the bargaining unit may request removal of specific items in his/her file, which request would be subject to review by the Administrator or designee on a case-by-case basis. All items in an employee's file, with regard to complaints and investigations, will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when written reprimands are placed in his/her personnel files.

Section 10.9 Any material in the employee's personnel record which has not been seen or signed by him/her, or a copy sent to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the content of the material, but does acknowledge he/she has seen it.

ARTICLE 11 GRIEVANCE/ARBITRATION PROCEDURE

Section 11.1 The grievance procedure is a formal mechanism intended to assure that grievances are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 11.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 11.3 A grievance under this procedure may be brought by any member of the bargaining unit and/or Union. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance. If at all possible, all parties to the group grievance must sign the grievance form.

Section 11.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 11.5 The written grievance shall be submitted on a grievance form and shall contain the following information:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Name of employee's immediate supervisor;
- D. Date and approximate time of incident giving rise to grievance;
- E. Date grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific articles and sections of the Agreement violated;
- H. A brief statement of the facts involved in the grievance; and,
- I. The remedy requested to resolve the grievance.

Section 11.6 The time limitations provided for may be extended by mutual agreement between the Employer and the Union.

Section 11.7 Grievances shall be processed in the following manner:

Informal Step:

An employee having a grievance will first bring that complaint verbally or on an Informal Documentation Form, within five (5) calendar days of the employee's knowledge of the incident, giving rise to the grievance, to the attention of the employee's managerial supervisor. The managerial supervisor shall discuss the grievance with the employee and within forty-eight (48) Hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall, within three (3) calendar days, reduce the grievance to writing on the agreed form and submit at Step 1. Where an employee reports directly to a Department Head, Step 1 of the grievance procedure shall be waived, and the grievance may be presented directly at Step 2.

Step 1 - Supervisor:

The supervisor, within five (5) calendar days of receipt of a written grievance, shall schedule and notify the union steward of a formal meeting between himself/herself and the employee filing the grievance. Prior to this meeting taking place, the supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within five (5) calendar days of the meeting. If the employee is not satisfied with the written response from the supervisor, the employee may, within five (5) calendar days, pursue the grievance to Step 2 of the procedure.

Step 2 - Department Head:

The Department Head, within five (5) calendar days of receipt of a written grievance, shall schedule and notify the union steward of a formal meeting between himself/herself and the employee filing the grievance. Prior to this meeting taking place, the Department Head shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5)-calendar days after the meeting, the Department Head shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Department Head, the employee may, within five (5) calendar days, pursue the grievance to Step 3 of the procedure.

Step 3 - Administrator:

A grievance that is initiated at Step 3, as stipulated in this Agreement, must be submitted in writing to the Administrator within ten (10) days of the day the employee knew or should have known of the incident giving rise to the grievance. In the case of discipline, the ten (10) days will begin on the day the employee receives written notice of the imposition of discipline. Notice of a pre-disciplinary hearing will not be considered notice.

The Administrator or his/her designated representative shall meet on a monthly basis on a date mutually scheduled between the grievant, Union and Administrator to discuss all grievances properly at Step 3 of the grievance procedure. Within seven (7) calendar days after the meeting, the Administrator, or his/her designated representative, shall provide the employee and the Union with his/her written response to the grievance.

GRIEVANCE MEDIATION

If a grievance is not satisfactorily resolved after Step 3 of the grievance procedure, the parties may, within ten (10) days of the receipt of the answer in Step Three, submit the grievance to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties agree to participate in the mediation of all issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation.

ARBITRATION

If the grievance is not satisfactorily settled at Mediation, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within thirty (30) calendar days of the receipt of the written answer at Mediation, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS.

Prior to striking, either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party shall be limited to one (1) rejection. The party who rejects this list shall pay the cost of a replacement list. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his/her decision within the time limits established by the FMCS. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein.

The Arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him/her, or to submit observation or declaration of opinion which are not directly essential in reaching a decision on the issue in question.

Except in the instance where Management has established a new classification, the Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the incident giving rise to the grievance, but in no event more than twenty-one (21) calendar days prior to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party, before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. Any cost involved in obtaining the original list of Arbitrators shall be shared equally by the parties. All costs directly related to the services of the Arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the Arbitrator shall determine which party shall pay the cost of the Arbitrator, or in what proportion the parties shall share the cost.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Any employee may have one (1) employee Union representative accompany him/her in Step 1 and Step 2 of the procedure, and up to three (3) employee Union representatives and one (1) non-employee Union official at Step 3. The employee may have three (3) employee Union officials accompany him/her in the arbitration process, in addition to any non-employee Union officials. Employee representatives, witnesses and the grievant will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance and/or arbitration procedure.

Section 11.8 Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party(s).

When an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved within the terms and provisions of this Agreement. Only the Union may process a grievance to arbitration.

Section 11.9 For a grievance filed by one member of the bargaining unit, the time limitations placed upon the grievant to proceed to the next step shall not include scheduled vacation days of the grievant.

Section 11.10 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 11.11 The Employer shall provide the Union with a list of Management's designated representatives for each step of the grievance procedure.

ARTICLE 12 SENIORITY

Section 12.1 Seniority shall be computed on the basis of continuous service with the Ashtabula County Nursing & Rehab Center. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, the employee loses all previously accumulated seniority.

Section 12.2 New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

Section 12.3 An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures in the leave of absence provisions of this Agreement. Likewise, a disciplinary suspension does not constitute a break in service.

An employee on an approved Medical Leave of Absence accrues seniority while on the leave for a maximum of twelve (12) months. An employee whose leave extends beyond twelve (12) months will not be granted service credit for the time exceeding twelve (12) months.

Section 12.4 Seniority shall be lost when an employee:

- A. Quits or resigns and is not rehired within thirty-one (31) days;
- B. Is discharged for just and proper cause;
- C. Is laid-off for a period of more than fifteen (15) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown; or, if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address as shown on the Employer's records unless the time is extended in accordance with this Agreement.
- F. Is on a leave of absence for any reason longer than thirty-six (36) months.

ARTICLE 13 VACANCY AND PROMOTIONS

Section 13.1 The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 13.2 At any time, an employee in the bargaining unit may indicate his/her desire to be considered for another position by submitting a bid on the Bidding Form (Appendix B) in triplicate to the Human Resource Department. One copy will be retained by the Employer. One copy will be date stamped and returned to the employee. One copy will be provided to the Union President. Once filed, the bid form is valid for one year. Employees may then re-bid at any time. Bid forms shall be available for employees or the union to review during non-work time. Job descriptions and the table of organization shall be made available in the Human Resource Department.

Section 13.3 Whenever the Employer determines to fill a permanent position, or vacancy, a notice indicating the job title, department, shift and rate of pay shall be posted on a designated bulletin board(s) for seven (7) calendar days. Employees who wish to be considered must give written notice to the Human Resource Department by the end of the posting period.

Section 13.4 Whenever the Employer determines that a permanent job vacancy exists in the bargaining unit, the Employer shall award the position within ten (10) days to the most senior bidder who, in the determination of the Employer:

- A. Meets the qualifications of the position;
- B. Is not in a probationary status

If no employee qualifies, the position may be filled from outside the bargaining unit. The Union President and the Chief Steward shall be notified of any bargaining unit vacancies prior to selections being made.

Section 13.5 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 13.6 Once the selection has been made, the Employer shall post the name of the successful bidder at the time clocks for a five (5) day period, and send a copy to the Union.

Section 13.7 Employees who have bid, are selected, and refuse promotion are ineligible for promotion to the subject position for six (6) months. Should the promoted employee be determined by the Employer as not suitable for the position, during the probationary period the employee will be returned to the same position held prior to the promotion or the employee may exercise their rights according to Section 6.2, above. The resulting vacancy shall be filled in accordance with Section 13.3, above.

Section 13.8 Lateral transfers shall take precedence in the filling of vacancies in accordance with Article 14, Lateral Transfer.

Section 13.9 The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher pay rate than that previously held.

ARTICLE 14 LATERAL TRANSFER

Section 14.1 A lateral transfer shall be defined as a transfer within the same job classification. An employee who has completed his/her probationary period may exercise his/her seniority for the purpose of transferring within his/her classification.

Section 14.2 An employee who desires a lateral transfer may make application with the Human Resource Department on the Bidding Form (Appendix B).

Section 14.3 Lateral transfers shall take precedence in the filling of vacancies.

Section 14.4 An employee may laterally transfer from one shift to another shift. Likewise, an employee may laterally transfer from one work week to another work week within the same classification. Further, an employee may laterally transfer within the same classification in the same shift and work week if the job posting is for a position in a designated work area.

Section 14.5 The Employer will select the employee who has requested a lateral transfer who is the most senior and who possesses the qualifications and ability for the position.

**ARTICLE 15
TEMPORARY TRANSFERS**

Section 15.1 Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for his/her permanent classification. When such transfers are necessary, as determined by the Employer, the Employer may accept qualified volunteers. Where no volunteers are available, the Employer may assign the least senior qualified available employee.

Section 15.2 Employees who are temporarily assigned to classifications above his/her permanent classification shall receive the rate for the higher position for all hours worked in such higher classification.

Section 15.3 Temporary transfers, as defined herein, shall not exceed thirty (30) calendar days. In cases such as extended sick leave or leave of absence, this period may be extended. The Employer agrees to inform the affected employee(s) and the Union of the duration of such transfers when possible.

**ARTICLE 16
LAYOFF AND RECALL**

Section 16.1 In any case of an anticipated layoff of bargaining unit employees, the Employer shall notify and meet with the Union to discuss the impending layoff prior to service of notice to employees.

Section 16.2 The Employer may lay employees off for reasons of lack of work, lack of funds or reorganization. Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective date of layoff. The President of the Union, or his/her designee, shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 16.3 The Employer shall, within each classification affected, lay off employees in order of seniority. Layoffs shall occur in the following order in the classification(s) affected:

- A. Seasonal, temporary employees; and intermittent employees;
- B. Casual employees;
- C. Student employees;
- D. Probationary employees;
- E. Permanent employees in the inverse order of his/her seniority as defined by this Agreement.

Layoff of part-time and full-time employees shall occur by inverse seniority in the classification and the employment status of each group affected by the reduction in force.

Full-time employees affected by a layoff may exercise bumping rights at their option against part-time employees with less seniority within the classification. Failure to exercise bumping rights shall not cause the Employer to challenge any application for unemployment compensation benefits.

Any full-time employee affected by the reduction in force, may use his/her seniority to displace an employee in a position previously held and for which said employee meets all current job description criteria.

Section 16.4 Any employee receiving notice of layoff shall have seven (7) working days following receipt in which to exercise his/her right to bump any employee with less Employer seniority in the same classification and then to a lower rated position which the affected employee is qualified to perform without further training. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is bumped from his/her position shall have seven (7) working days in which to exercise his/her bumping rights in a similar manner. Any employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list. The form "Notice of Bumping" is attached hereto as Appendix D.

Section 16.5 When employees are laid off, the Employer shall create and maintain a layoff and recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to Employer seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled, and then to any classification where the employee has the skill, ability and qualifications to perform the work as determined by the Employer. Employees shall be on recall for a period of twenty-four (24) months. The President of the Union, or his/her designee, shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, and amendments are made by the Employer.

In the event an employee refuses recall to a classification other than that from which he/she was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

Section 16.6 Notice of recall shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have up to fourteen (14) calendar days following receipt of the recall notice to notify the Employer of his/her intentions to return to work, and shall have ten (10) calendar days following receipt of the recall notice in which to report for duty, unless a different date for return is otherwise specified in the notice beyond the ten (10) calendar days. Failure to comply with the time limits as established herein will result in an employee's loss of recall rights.

In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list.

In the event there is a tie in seniority date of two (2) or more employees, then seniority shall be determined by the last four digits of the employee's social security number with the lowest number being recalled first.

Section 16.7 In the event part-time employees are laid off, the Employer shall have the right to make scheduling changes to cover weekends and shifts which are not staffed due to layoff.

In the event a full-time employee exercises his/her bumping rights into a part-time position, said employee shall not lose any benefits accrued while employed as a full-time employee. Employees who elect this option shall be entitled to all benefits currently enjoyed by part-time employees.

The Employer shall not utilize the layoff procedure described herein so as to unreasonably erode the positions of full-time employees.

ARTICLE 17 HOURS OF WORK/OVERTIME

Section 17.1 This Article is intended to define the normal range of work hours for full-time employees and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions; nor shall it be construed to reduce the work week below the established hours for regular full-time employees. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime.

Section 17.2 The normal work week for regular full-time employees shall be between thirty-three and three-quarters (33.75) and forty (40) hours per week, exclusive of the one-half (1/2) hour time allotted for a meal period(s); during the period starting 12:01 a.m. **Sunday** of each calendar week, to midnight the following Saturday. Work hours in a work day shall be consecutive. In the event it is necessary to change the hours of work, starting and quitting times of any shift, and schedule of hours the Employer shall first meet with the Union to discuss said changes. This paragraph shall not be construed as a guarantee or limitation of work hours; nor shall it be construed to reduce the work week below the established hours for regular full-time employees.

Section 17.3 Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by his/her immediate supervisor, except where a work shift is twelve (12) hours or more, such employees shall be granted two (2), one-half (1/2) hour unpaid meal periods.

Section 17.4 Each employee shall be granted two (2), fifteen (15) minute rest periods with pay, which will be scheduled whenever practical, one (1) approximately mid-point in the first and one (1) in the second half of the employee's regular work shift. Employees who extend their rest period may be subject to disciplinary action.

Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

Section 17.5 When an employee is required by the Employer to work more hours in a workweek than the regular full-time schedule (i.e., 38.75, 37.5 or 33.75 hours), he/she shall be compensated at the rate of one and a-half (1 ½) times the employee's regular hourly rate of pay for the hours in excess of the regular scheduled hours. For the purpose of overtime computation holiday time shall be counted as time worked with sick time and vacation time not included in that computation.

Section 17.6 The Employer shall be the sole judge of the necessity for overtime. The Employer shall post an overtime volunteer list by classification and shift. When overtime is necessary to be worked, the Employer shall ask the employee(s) to work, in order of seniority from the volunteer list on the shift affected. In the event the required amount of employees cannot be obtained from the volunteer list in the classification and shift affected, the Employer shall ask employees on other shifts, within the same job classification, to work the overtime hours. Should this list be exhausted, the Employer shall assign the overtime work to employees from within the classification in inverse order of seniority.

A record of all overtime hours worked by each employee shall be recorded and a list kept by the Supervisor and all employees including the steward shall be permitted to review the list upon request. Employees who are offered overtime and for any reason refuse or fail to work overtime shall be credited as if they had worked the overtime for the purpose of overtime equalization. All overtime hours shall be recorded on a daily basis.

The Employer shall endeavor to make an equitable distribution of overtime when the necessity of overtime arises as defined in this Section. Employees who are placed on the volunteer list, after the list has been created, will be credited with the highest number of overtime hours of an employee on the list. On January 1 of each year, all overtime totals shall revert to zero for the purpose of overtime distribution. In any event, bargaining unit members may not exceed 56 worked hours in a week.

ARTICLE 18 JOB DESCRIPTIONS

Section 18.1 Each job description shall list the major or central duties of the particular position and shall automatically include all functionally related duties.

Section 18.2 The Employer agrees to provide a copy of the appropriate job description to each employee when hired, transferred, demoted or promoted into a classification. Whenever a job description is substantially changed or altered, the Union and the affected employees shall receive a copy of the new job description.

Section 18.3 The Employer agrees to provide the Union President with a copy of the table of organization and to make available the current job descriptions for all classifications within the bargaining unit.

Section 18.4 Whenever a new position is established, the Employer will provide the Union President with a copy of the new job description, including the pay grade assignment. Within five (5) days of receipt, the Union may file a request with the Human Resource Department for an opportunity to discuss the position and pay grade assignment with management. If, after this discussion, the Union disagrees with the pay grade assignment, it can file a grievance at Step 3 of the grievance procedure.

ARTICLE 19 CALL-IN PAY

Section 19.1 Whenever an employee is called into work, by the Employer, other than the employee's normally scheduled work hours, said employee shall receive a minimum of three (3) hours, at straight time, for such call-in.

Section 19.2 Whenever an employee is required to report to the workplace to testify on behalf of the nursing home in a hearing or attend a mandatory in-service, he/she will be paid for a minimum of one (1) hour at his/her hourly rate of pay. If the in-service exceeds the one (1) hour time frame, the employee will be paid for the entire time of the in-service meeting. Time and one-half will be paid whenever the additional hours are over and above the employee's regularly scheduled work hours for the work week in which the meeting occurs. An employee will not receive this additional compensation when he/she attends a mandatory in-service that was offered during his/her regularly scheduled work time and the employee chose not to attend. If the in-service was offered during the employee's regularly scheduled work time, in order to receive compensation for the additional one (1) hours the employee must provide a statement from the department head stating that the employee did not attend a mandatory in-service during work time due to staffing requirements. **Management will make every attempt to schedule mandatory meetings during the regular shifts.**

Section 19.3 All meetings during an employee's non-work time, other than those listed in Section 19.2, are voluntary and the employee will receive no additional compensation for attending.

ARTICLE 20 REPORT-IN PAY

Section 20.1 When an employee reports to work on his/her regularly scheduled workday without prior notice not to report, the employee shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate.

Section 20.2 The Employer may reassign an employee within the facility for a full shift as per the job description in order to provide work for an employee. The employee must accept or perform said work unless otherwise mutually agreed by the Employer and employee. Such agreement shall negate the Employer's obligation under this Article.

Section 20.3 The Employer agrees to continue the practice of posting work schedules prior to implementation to ensure employees knowledge of said work schedule. It shall be the responsibility of the employees to review the posted schedule and to comply with the scheduled work week or work period. Except for emergencies, no posted work schedule shall be changed unless mutually agreed upon by the Employee and the Employer.

ARTICLE 21 LABOR/MANAGEMENT CONFERENCE

Section 21.1 In the interest of effective communications, Labor-management meetings shall be held as necessary. Either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. An agenda of items the party wishes to discuss and the names of those representatives who will be attending shall be submitted no later than five (5) days prior to the meeting. In the event it becomes necessary to cancel a scheduled meeting, a twenty – four (24) hour notice should be given. The employees attending such meetings shall not suffer any loss of pay. Minutes of the Labor-management meetings shall be posted no later than ten (10) days after the meeting.

Section 21.2 The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the views of the union members and/or make suggestions on subjects of interest to the members;
- F. Discuss ways to increase productivity and improve efficiency;
- G. Consider and discuss health and safety matters relating to employees; and,
- H. Discuss matters pertaining to the administration of the non-discrimination provisions of this Agreement.

Section 21.3 There shall be no more than three (3) Union representatives in attendance at the Labor/Management Conference. There shall be no more than three (3) management representatives at the conference, or in any event, a equal number representative of each.

ARTICLE 22 WORK SCHEDULES

Section 22.1 The Employer retains the right and responsibility to establish work schedules as it deems appropriate. Whenever reasonably practicable, as determined by the Employer, the following guidelines will be considered when establishing schedules:

- A. No employee (eight (8) hr.) should be scheduled for more than five (5) consecutive days, unless requested in writing by the employee; No twelve (12) hour employee shall work more than three (3) consecutive days, unless requested in writing by the employee.
- B. No employee should be scheduled for more than two (2) different shifts (day shift, afternoon shift, night shift) in any work week;
- C. Days off on weekends and holidays should be apportioned among employees in each classification, by shift, on a relatively equal basis;
- D. The granting of special requests for scheduling results in scheduling problems and conflicts which are time consuming and inefficient. Therefore, employees shall refrain from making special requests except in cases of emergency, where the employee believes such request is necessary and worthy of exception. The final determination as to whether or not such requests are to be granted shall be at the discretion of the Employer;
- E. Schedules of the employees' regular work week or work period will be posted by the Employer no later than noon Friday, one (1) week prior to the applicable work week or work period; and,
- F. Nursing assistants may be assigned to a wing other than the designated wing on the schedule. When reassigning a nursing assistant from a wing, the least senior assistant who has at least sixty (60) calendar days of service shall be reassigned first.
- G. Establishment of minimum staffing ratios shall be the responsibility of the Employer and are to be shared with the bargaining unit members.

Deviations from the posted schedule may be made, as determined by the Employer, in order to meet the operational needs of the Nursing Home. However, such deviation shall not be made solely for the purpose of avoiding payment of overtime. Employees shall have any requests for

days off, vacations, etc. to his/her supervisor no later than two (2) weeks before the schedule is posted. The Employer shall give the affected employees notice of any permanent changes in the posted work schedule as far in advance as circumstances reasonably allow. The Employer retains the right to determine and establish how many employees within each classification, shift, and work unit, may be granted time off, for any reason, at any one time. For purposes of this Article, "Schedules" shall refer to the prior established assignment of work days and work hours and shall not refer to any adjustments made thereafter nor to any overtime assignments, but in any event, the scheduling patterns shall not conflict with the above referenced guidelines.

Section 22.2 An employee who works a double shift may have his/her work schedule adjusted, as determined by the Employer, in an effort to give the employee sixteen (16) hours off following the completion of the double shift. No twelve (12) hour employee shall be allowed or required to work a complete twelve (12) hour double shift.

ARTICLE 23 WORK STANDARDS

The Employer shall retain the right to establish, change or modify work standards and methods. Such standards will be reasonable and uniformly applied. Affected employees will be made aware of any established/modified standards.

ARTICLE 24 BARGAINING UNIT WORK

It is the policy of the Employer to continue to utilize bargaining unit employees to perform the work duties which are now performed by said employees.

During the term of this Agreement, sub-contracting may occur in the event of emergencies, for purposes of instruction and efficiency or economy, or due to a lack of equipment or skills.

Prior to making a final decision to contract for services as described herein, the Employer will notify the Union in writing at least five (5) days in advance, and upon request will meet and discuss the effects of said decision.

Any subcontracting that is presently being performed may continue for the duration of this Agreement at the discretion of the Employer.

**ARTICLE 25
SUCCESSOR CLAUSE**

Section 25.1 The provisions of this Agreement shall be binding upon the Ashtabula County Nursing Home and its successors, assigns, purchaser and/or operators. This Agreement shall not be affected or changed in any respect by sale, transfer, consolidation or merger, or by any change in the legal status, ownership or management of the Ashtabula County Nursing & Rehab Center.

Section 25.2 It is expressly understood that nothing in this Agreement shall be construed to prohibit or limit the authority of the Board of County Commissioners to sell or lease any or all of the facility beds. Such sale/lease shall be unencumbered by provisions of this Agreement. In the event the Board decides to sell or lease the facility, it will give sixty (60) days notice to the union and meet to discuss the effects of the decision.

**ARTICLE 26
HEALTH AND SAFETY**

Section 26.1 The Employer will provide safe, healthy working conditions for all employees. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 26.2 Whenever an employee is injured on the job, such employee shall receive first aid as soon as possible, if necessary.

**ARTICLE 27
BULLETIN BOARDS**

Section 27.1 The Employer agrees to provide adequate space for four (4) bulletin boards in agreed upon areas of the facility for use by the Union, with one (1) in each of the break rooms.

Section 27.2 All Union notices which appear on the bulletin board shall be signed, posted, and removed by the local Union President or his/her designee or stewards. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees and independent arms of the

- U nion; and,
- G. Rulings or policies of the Union.

All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in "B" through "E" above;
- B. Personal attacks upon any other member or any other employee or elected officeholder;
- C. Attacks on any employee organization, regardless of whether the organization has local membership.

Section 27.3 No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin board designated for use by the Union.

Section 27.4 If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to remove the document in question.

ARTICLE 28 JURY DUTY/COURT LEAVE

Section 28.1 The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligation. It shall be considered a work day (not for overtime calculation) for employees who are called for jury duty who are normally scheduled for the second or third shift. (4:00 p.m. to 7:00 a.m.). An employee scheduled to work 6:45 pm to 7am the night prior to jury duty will be required to work 6:00 pm to 11:00 pm.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

Section 28.2 On days when an employee, who is normally scheduled for the first shift, is released early from his/her jury duty obligation, he/she shall report to work in order to complete his/her regularly assigned shift provided at least one half of their scheduled shift hours remain.

Section 28.3 Any employee who is appearing before a court, or other legally constituted body in a matter in which he/she is a party, may use vacation time or leave of absence without pay. Such

instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 29 UNION LEAVES/CONVENTIONS/CONFERENCES

Section 29.1 Duly elected or appointed delegates to conventions, conferences or seminary of the Union, who are in the bargaining unit, shall be granted time off with pay for the purpose of participating in such activities. The employee must request in writing such time off one week prior to the posting of the work schedule. Such leave shall not exceed a total of ten (10) working days per calendar year for the bargaining unit. Such leave will be limited to no more than two (2) employees at the same time.

Section 29.2 In lieu of time off without pay, said employees may elect to take approved vacation leave for such meetings.

ARTICLE 30 LEAVES OF ABSENCE

Section 30.1 Maternity Any employee who becomes pregnant shall, upon request made to the Employer, be granted family/medical leave, as provided in the Family/Medical Leave Policy. Each employee who requests such leave must submit a physician's certificate stating the probable period during which the employee will be unable to perform her duties. The employee must utilize all but one week of accrued sick leave before going on unpaid leave. After all family/medical leave is exhausted or if the employee is not eligible for family/medical leave, the employee may request an unpaid leave of absence without pay. The total unpaid period of leave may not exceed six (6) months, or the remainder of the time authorized by her physician. An employee that is granted such leave as above shall not be eligible for vacation leave for one (1) month after her return to duty. If the Employer has reason to believe an employee is unable to fulfill her usual duties due to pregnancy, the Employer may request that the employee be examined by a licensed physician (M.D.) designated by the Employer. If the physician determines that the employee is unable to perform her duties, she shall be placed on maternity leave ahead of her requested date. Such exam shall be paid for by the Employer. Thirty (30) days after termination of pregnancy, the employee shall submit a statement from her physician indicating the probable date of return to duty.

Section 30.2 Leave of Absence The Employer may grant a leave of absence without pay to an employee in the bargaining unit upon written application to the Employer. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months, except as follows: Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the Employer by improved performance at any level, or voluntary service in any government sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he/she formerly occupied, or to a similar position if his/her former position no longer exists. He/she may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the

purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 30.3 The Employer agrees to inform the Union of any leaves of absence that extend for thirty (30) days or more. Said information shall include the duration of the leave and the anticipated termination of said leave when possible.

Section 30.4 Child Care Any employee may request a family/medical leave of absence without pay for purposes of child care, as provided by the Family/Medical Leave policy. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances. All leaves other than those qualifying for family/medical leave will be in accordance with Section 2 of this Article.

Section 30.5 Failure to Return from Leave of Absence An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his/her representative, may be terminated from employment.

ARTICLE 31 MILITARY LEAVE

Section 31.1 Employees who are members of the Ohio National Guard, the State of Federal Militia, or are members of reserve components of the United States armed forces will be permitted time off for duty purposes and compensated for performance as required by State and Federal law.

ARTICLE 32 SICK LEAVE

Section 32.1 Crediting of Sick Leave Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 32.2 Expiration of Sick Leave If illness or disability continues beyond the time covered by earned sick leave, the employee will be granted the use of vacation leave or a unpaid leave of absence, in accordance with the applicable articles of this Agreement.

Section 32.3 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/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 32.4 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 the employee's immediate family where the employee's presence is required and substantiated;
 2. Death of a member of his/her immediate family;
 3. Medical, dental or optical examination or treatment of the employee, a member of the immediate family where the employee's presence is required and substantiated which cannot be scheduled during non-working hours;
 4. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and other conditions related thereto.
- B. Up to **seven (7)** days of sick-leave be granted to an eight (8) hour and up to **five (5)** days of sick leave for a 12.25 hour employee for the death of a member of the immediate family with proof of attendance at the funeral and other related and necessary activities.

Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the prior approval of the Administrator.

- C. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian, or other person who stands in place of a parent (loco parentis), step parents and step children.

Section 32.5 Evidence Required for Sick Leave Usage The Employer shall require an employee to furnish a written signed statement of their attending physician. For those instances where the employee is needed to care for the illness or injury of a member of the immediate family as defined herein, to secure pay for such use of an accrued sick day, the employee shall remit to the Employer upon return, a signed physician's certificate verifying the necessity of the employee's presence. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 32.6 Notification by Employee When an employee is unable to work, he/she shall notify the Employer (or the Employer's answering machine) one (1) hour prior to the start of the first shift, or two (2) hours prior to the start of the second and third shifts, unless the employee has made other reporting arrangements with his/her supervisor.

Section 32.7 Abuse of Sick Leave Employees intentionally failing to comply with sick leave

rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of wages paid.

Section 32.8 Physician Statement If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Whenever the Employer determines that there has been a pattern of abuse of the use of sick leave, he/she may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of sick leave.

Section 32.9 Physician Examination The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, 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 or disability leave in accordance with the applicable provision. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his/her physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a licensed physician or psychologist mutually selected by the employee and the Employer. The fee of the mutually-selected physician or psychologist shall be shared equally by the Employer and the employee.

Section 32.10 Those employees covered under this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay calculated at 1/4 of 960 hours of sick leave.

ARTICLE 33

DISABILITY LEAVE -WITHOUT PAY

Section 33.1 Disability Separation If an employee becomes unable to perform the substantial and material duties of his/her position and is not on a paid sick leave, the employee will be given a disability separation, in accordance with the following provisions:

Leave of Absence without pay:

- A. A leave of absence without pay due to a disabling illness, injury or condition may be granted by the Employer for a period of up to twelve (12) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed twelve (12) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

- B. If the employee is unable to return to active work status within the twelve (12) month period due to the same disabling illness, injury, or condition the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights under this Article.

Section 33.2 Disability Leave Procedure A disability leave will be granted when an employee has exhausted his/her accumulated sick leave and any authorized leave of absence without pay and is:

- A. Hospitalized or institutionalized, or in a period of convalescence following hospitalization or institutionalization, as authorized by a physician at the hospital or institution; or,
- B. Is declared physically incapable of performing the duties of their position by a licensed physician. If such examination is requested by the Administrator, the costs shall be paid by the Employer. If the affected employee disagrees with the findings and recommendations of the physician chosen by the Administrator, then that employee shall seek an examination from their private physician, with the costs being paid by the Employee. If the findings and recommendations of both, the Administrator's physician and the employee's physician are in conflict, then the parties shall seek a third party physician's opinion and that opinion shall be final and binding on all parties. Cost of the third opinion shall be split between the employee and Employer.

Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment will be made permanent.

Section 33.3 Reinstatement Procedures Reinstatement rights following disability leave extend for three (3) years from the date such leave is granted. An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness, shall retain the right to reinstatement for a period of up to three (3) years from the time the employee began the leave of absence without pay. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written applications 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 Administrator; its costs shall be paid by the employee. The Employer will send a written reminder to the employee at least two (2) weeks prior to the expiration of his/her disability leave. An employee who fails to apply for reinstatement, does not return from disability leave, formally resign, or take disability retirement, shall be deemed permanently separated from service as of the date of the disability separation or

leave of absence without pay.

Section 33.4 Early Reinstatement An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement up until the expiration of the applicable three-year period.

Section 33.5 Abuse of Disability Separation An act of an employee, who has been given a disability separation which is reasonably determined by the Employer to be consistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

**ARTICLE 34
VACATION LEAVE**

Section 34.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	none
1 year but fewer than 8 years	2 week
8 years but fewer than 15 years	3 weeks
15 years but fewer than 25	4-weeks
25 years or more	5 weeks

Such vacation leave shall be accrued to employees at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>	<u>CREDITED PER HOUR PAID</u>
2 weeks	3.1 hours	.03846 hours
3 weeks	4.6 hours	.05769 hours
4 weeks	6.2 hours	.07769 hours
5 weeks	7.7 hours	.09615 hours

Employees who are regularly scheduled to work fewer than forty (40) hours per week shall have his/her vacation and credited hours per pay period proportioned based upon actual regularly scheduled hours paid. Vacation hours do not accrue on payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 34.2 No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay

in effect for the employee's regular job at the time the vacation is being taken.

Section 34.3 Employees hired before October 1, 1986, shall be entitled to vacation service credit for all employment with the State of Ohio or any political subdivision of the State, providing the time between employment and re-employment does not exceed ten (10) years. Employees hired on or after October 1, 1986, shall be entitled to vacation credit only for time spent in employment with the Ashtabula County Commissioners, or a department or agency under the jurisdiction of the Commissioners, providing that the time between employment and re-employment does not exceed ten (10) years.

Section 34.4 During the period of January 1 through March 31, employees shall submit to the Employer, vacation leave requests on the appropriate vacation forms for the ensuing twelve (12) months. Vacation leaves shall be awarded based on seniority and in accordance with the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations. An employee who fails to make his/her vacation application during the appropriate period will be awarded vacation leave, on a first come first served basis, without regard to seniority and only when dates are open. All calendar dates are subject to vacation requests by the employee. The Employer will respond to vacation requests submitted by March 31st no later than April 15th. All other vacation requests will be responded to within two weeks after submission.

Section 34.5 The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time in any given unit.

Section 34.6 Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of two (2) years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 34.7 Employees shall forfeit his/her right to take or to be paid for any vacation leave in their credit, which is in excess of the accrual for (3) three years. Such excess leave shall be eliminated from the employee's leave balance. Upon execution of this Agreement, employees who have accumulated vacation leave to their credit shall not lose said leave. Eligible employees may use such prior accrual within one (1) year from the date of execution of this Agreement. Failure to use such accrued vacation leave will result in forfeiture of the balance in excess of the three (3) year accrual. Management will not schedule employees to work and cause loss of vacation time.

Section 34.8 Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 34.9 An employee is entitled to compensation, at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation.

Section 34.10 In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

Section 34.11 An employee's accrued vacation and unused balance will be shown on a separate sheet and enclosed with the employee's paycheck for the last pay period of each month.

Section 34.12 When a full-time employee works less than his/her regular scheduled hours in a pay period and the employee is not in active pay status during such absence, partial vacation credit will be applied.

Section 34.13 Part-time service with the Employer will be credited on a prorated basis for the purpose of determining length of service.

Section 34.14 Current employees shall not lose any previously granted prior service credit due to the provision of this Article.

Section 34.15 Effective December 13, 2008, employees will have the option of taking paid vacation in lieu of time off, in accordance with the following criteria:

- A. Employees must maintain a minimum of forty (40) hours of accrued vacation time in reserve in order to be eligible for the "Cash Option Program".
- B. Bargaining Unit members are limited to two (2) cash option pay-outs per calendar year.
- C. Employees must request no less than one (1) week, or no more than two (2) weeks in a calendar year.
- D. Vacation pay-out must be requested thirty (30) days in advance. Payment will be made in the first pay period of the request.
- E. Cash option pay-outs will be limited to five (5) employees per month, on a first come first serve basis, based on the date of the request.
- F. Management retains the right to review and determine approval of this program for "emergency requests".

ARTICLE 35 HOLIDAYS

Section 35.1 All full-time employees covered under this Agreement, shall be entitled to the following paid holidays:

New Year's Day	1 st of January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Veteran's Day	11 th of November
Christmas Day	25 th of December
Thanksgiving Day	4 th Thursday of November

Section 35.2 In the event that any of the aforementioned holidays falls on a Saturday, employees who work a regular Monday through Friday schedule will observe the holiday on the Friday immediately preceding the holiday. In the event any of the aforementioned holidays falls on a Sunday, employees who work a regular Monday through Friday schedule will observe the holiday on the Monday immediately succeeding the holiday. An employee who works a schedule other than Monday through Friday will observe the holiday on the actual day listed in Section 35.1.

Section 35.3 Full-time employees shall be paid for their normal scheduled hours at their straight time hourly rate for each of the holidays listed in Section 35.1 when no work is performed on such holiday.

Section 35.4 Any work performed by a full-time employee on any one of the days listed in Section 35.1 shall be paid at the rate of double time.

Section 35.5 For full-time employees covered by this Agreement to receive holiday pay for those days listed in Section 35.1, the employee must work his/her scheduled day preceding the holiday and his/her scheduled day succeeding the holiday, except if excused due to funeral leave or sick leave, with doctor's verification.

Section 35.6 Part-time employees covered by this Agreement shall be paid at double his/her regular rate of pay for all hours actually worked on any of the holidays listed in Section 35.1.

Section 35.7 Personal Days: Full-time employees shall be eligible for two (2) personal days per year **and Part-time employees shall be eligible for one (1) personal day per year**, to be deducted from sick leave accrual. To be eligible for the use of personal days, the employee must have the accrued time in place. Employees shall submit their request for personal days no less than forty-eight (48) hours prior to the date needed. Personal days shall be scheduled with the supervisor, as operational needs dictate. The Employer will make every attempt to satisfy the request of the employee. **At the employee's request, a personal day that is denied may be paid out and documented as "used" at straight time.** Employees shall not be eligible for personal days during a probationary period. The personal days are non-accumulative.

ARTICLE 36 HOSPITALIZATION

Section 36.1 For the term of this Agreement, the Employer agrees to continue to provide employees with health care coverage/insurance program at the same level of benefits and at the same cost as established by the County Commissioners for bargaining unit employees.

Effective January 1, 2012, the Employer will pay ninety 90% of the premium for the primary plan (basic health insurance plan) for full-time employees. The employee shall pay the remainder of the premium. Hospitalization benefits begin after successful completion of the probationary period.

At any time during the term of this Agreement, should the Employer wish to change health benefits for employees as a result of a change of coverage, carrier or cost to the employee being implemented by the County, the Employer will notify the Union of the pending change, and the Union may initiate discussion on the effects of the change by directing a letter to the Employer indicating its desire to do so. The parties shall meet within two (2) weeks of such notice. It is agreed that no change shall be initiated during the two (2) week period.

ARTICLE 37 UNIFORMS

Section 37.1 All uniforms shall be prescribed by the Employer; however, the Employer agrees that should there be any change in the prescribed uniforms during the life of this Agreement, such new uniforms shall be comparable in price to the prior prescribed uniform. In the event of a change in the approved uniform for the department, employees will be allowed to wear the prior prescribed uniform or the newly prescribed uniform for a period of eight (8) months from the date of the change. It shall be the responsibility of the employee to maintain the uniforms in a neat and appropriate manner.

ARTICLE 38 TUITION REIMBURSEMENT/CONTINUING EDUCATION

Section 38.1 The Ashtabula County Nursing Home will reimburse full-time and part-time employees for a portion of the cost of tuition for job-related courses taken during employment at the Nursing Home.

To qualify for tuition reimbursement, the following criteria must be met:

1. The employee must be currently employed at the Ashtabula County Nursing Home for a minimum of one (1) year and have maintained a satisfactory attendance record not to exceed standards in the attendance policy. Satisfactory attendance is defined as no discipline.
2. Courses must be taken for credit at an accredited institution.
3. Courses must be approved by the Administrator prior to the employee beginning the course. Approval is based upon availability of funds and staffing needs of the Nursing Home.

Section 38.2 Reimbursement will be made in the following manner:

1. The employee must present a transcript showing a minimum achievement of grade

“C”.

2. Receipts for all out-of-pocket tuition costs must be presented at the time of request for payment.

The employee will be eligible for reimbursement up to a maximum of five-hundred (\$500) per calendar year. After six (6) months employment following completion of the course(s) the employee will receive fifty per cent (50%) of the allowed reimbursement. After one (1) year of employment following completion of the course(s), the employee will receive the additional fifty percent (50%) of the allowed reimbursement.

3. One (1) year following successful completion of a course of study requiring technical or professional licensure, certification, registration, degree, etc., and successful passage of any required exam, the employee will receive a bonus equivalent to the amount of money he/she has received in tuition reimbursement for that program, not to exceed one-thousand dollars (\$1,000).
4. An employee must be on the active payroll at the time he/she is eligible for reimbursement.

Section 38.3 The Employer will pay the cost of tuition/registration for courses taken to meet the continuing education requirements of employees in certified positions. The employee is required to schedule courses during non-work time in order to qualify for this benefit. Time in class will not be paid.

Section 38.4 A full time employee who has completed a satisfactory one (1) year of employment is eligible to request part time status for educational purposes, providing they have signed an agreement to continue employment with the facility for at least one (1) year after licensing, certification or obtaining the required credential. This education part time status cannot exceed one (1) year. Further education may not attach consecutively. An employee must return to full time status for one (1) year before requesting additional educational agreements.

Full time employees who are eligible and have been approved for continuing education/tuition reimbursement and maintain a minimum of half time or greater hours worked in any given pay period, will receive hospitalization insurance while attending school for up to one year.

ARTICLE 39 MEALS

Section 39.1 The Employer agrees to provide an area at the work site for employees to eat their meals.

Section 39.2 The Employer further agrees to maintain vending machines and microwave ovens

for use by the employees as the Employer determines appropriate.

Section 39.3 Employees using the facilities described herein shall be responsible for cleaning tables of dishes, paper, etc., and placing used dishes in designated areas. Failure to comply reasonably with this Section may result in the suspension of such facilities and privileges.

ARTICLE 40 MISCELLANEOUS

Section 40.1 Tuberculin tests shall be required annually and shall be provided by the Employer. If an employee should be pregnant at the time of the required test, the employee shall submit proper documentation from her physician authorizing the Employer to perform or not to perform the test. Where an employee elects to have his/her personal physician provide the test, said employee shall bear the expense of the test. An employee electing to have the test provided by his/her personal physician must provide documentation of the test results to the Employer. Sick leave shall not be authorized for such tests. Failure to comply with the testing requirements may result in disciplinary action up to and including discharge, except when prohibited by employee's personal physician due to pregnancy.

Section 40.2 Employees shall be reimbursed for actual miles while on required official agency business, at the rate of forty cents (\$.40) per mile, when using his/her personal vehicles. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, all insurance, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees are eligible for mileage expense reimbursement only when travel has been prior authorized by the Administrator. No expense reimbursements are paid for travel between home and the agency.

Section 40.3 The Employer shall supply each employee with a locker to the extent that lockers are available. This provision shall not obligate the Employer to increase the number of lockers available at the time of the signing of this Agreement. Unassigned lockers shall be assigned on the basis of seniority.

Section 40.4 Prior to the permanent change of any work schedules, the Employer agrees to meet and discuss the effects of such change with the Union. It is the intent of the Employer to implement said changes as efficiently as possible with a minimal amount of disruption to the affected employees. Therefore, the Employer further agrees to give at least thirty (30) days advance notice to affected employees and to accept volunteers for any newly established shifts or schedules on the basis of seniority. If a sufficient number of volunteers are unavailable, the Employer will assign the least senior employees as needed. It is further agreed that any such permanent change shall not occur more than once in any six (6) month period.

**ARTICLE 41
WAGES**

Section 41.1

Effective Dec.14, 2012 , all bargaining unit employees will have a .25 per hour for the first year of this agreement.

Effective Dec.14, 2013 , all bargaining unit employees will receive an increase of 2 percent on their current hourly rate.

Effective Dec.14, 2015 , all bargaining unit employees will receive an increase of 2 percent on their current hourly rate.

Effective Dec. 14, 2012, all longevity will be discontinued with the exception of the following: Any employee receiving longevity payment prior to 12/14/11 will continue to receive longevity at the rate of .10 per year with a cap of 1.30.

Section 41.2 Employees who change positions due to bidding or bumping shall be paid in accordance with the pay grade equal to the standard rate of pay, based on years of service for the newly acquired position/ classification.
on.

Section 41.3 Current employees who receive additional training and are selected to fill a vacancy in a position that requires a license will be started in the licensed position at the starting rate for the licensed position, provided the starting rate is greater than the employee's previous rate of pay.

Section 41.4 The Employer may, at its discretion, place newly hired employees at rate in the Salary Schedule that is greater than the "start" rate, providing the employee has verifiable experience to justify such advance step hiring.

**ARTICLE 42
AFSCME CARE PLAN DENTAL EXPENSE**

The Employer shall send a check to AFSCME for no more than twenty-six dollars (\$26.00) per month, per employee, to the AFSCME Health & Welfare Fund for the purpose of providing the dental expense benefit.

In order to be eligible for the dental expense benefit as defined herein, full-time employees must

have completed their initial probationary period. The Employer shall only be obligated to pay the dental expense benefit premiums for those employees who are eligible for and enroll in said program. Further, the Employer shall only be obligated to pay the required premiums.

**ARTICLE 43
TRAINING COMPENSATION**

An employee who is assigned to train a new employee in his/her job duties and responsibilities will be paid an additional fifty (\$.50) cents per hour for each hour he/she is assigned training duties.

**ARTICLE 44
APPLICATION OF CIVIL SERVICE LAW**

The Ashtabula County Nursing Home, hereinafter referred to as the "Employer", and A.F.S.C.M.E. Ohio Council 8, Local 3284, (AFL-CIO), hereinafter referred to as the "Union", do hereby agree that for purposes of the collective bargaining agreement between the parties, the Employer shall have no obligation under Section 9.40 O.R.C. for the sole purpose of reporting the payroll information of bargaining unit employees to the Department of Administrative Services.

**ARTICLE 45
WAIVER IN CASE OF EMERGENCY**

Section 45.1 In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Commissioners of Ashtabula County, the Federal or State Legislature or such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer or the Union replies on grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of all employees

Section 45.2 Upon the termination of the emergency or within seven (7) calendar days of date of said declared emergency unless otherwise mutually agreed by the parties, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 46
SEVERABILITY**

Section 46.1 This Agreement is subject to all applicable Federal laws, Equal Employment Opportunity Commission rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 46.2 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the Union will meet within ten (10) days for the purpose of negotiating a mutually satisfactory replacement for such provision.

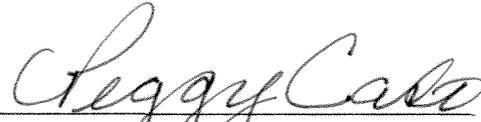
**ARTICLE 47
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of **Dec. 14, 2012**, and shall remain in full force and effect through **Dec. 13, 2015**.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior nor later than sixty (60) calendar days to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled.

Ratified by the Ashtabula Board of County Commissioners on 12/4, 2012.



Dan Claypool



Peggy Carlo



Joe Moroski



Thomas L. Sartini, Ashtabula County Prosecutor

Date: 11/27/12

APPENDIX A

DUES DEDUCTION FORM

**AUTHORIZATION FOR REPRESENTATION AND PAYROLL DEDUCTION
OHIO COUNCIL 8, AFSCME, AFL-CIO**

I, the undersigned, designate the American Federation of State, County, and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on all matters related to my wages, hours and conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the Union. The amount deducted shall be paid to the Local Union Treasurer, AFSCME, as you may be directed.

Employee

Date

**APPENDIX B
ASHTABULA COUNTY NURSING & REHAB CENTER
BIDDING FORM**

Bid Classification

Shift Preference for Lateral Transfer

Employee Name

Present Classification

Employee Signature

Received by the Personnel Administrator on _____

Date

Personnel Administrator

One copy of the completed bid form retained by Employer.

One copy returned to employee.

One copy sent to Union.

THIS BID EXPIRES ONE YEAR FROM THE DATE ABOVE.

APPENDIX C

ALLOCATION TO PAY GRADES

PAY RANGE A

Resident Services Aide

PAY RANGE B

Receptionist
Custodial Worker
Food Service Worker
Laundry Worker
Utility Worker

PAY RANGE C

PAY RANGE D

Cook
Maintenance Worker

PAY RANGE E

General Activities Therapist
Nursing Assistant I
Medical supply Clerk

PAY RANGE F

Accounts Receivable Clerk
Cosmetologist (without "Manager's License")
Medical Records Clerk

PAY RANGE F-1

Health Care Technician

PAY RANGE G

Accounts Payable Clerk
Custodial Work Coordinator
Food Service Work Coordinator
Laundry Work Coordinator
Maintenance Repair Worker II
Payroll Clerk
Social Services Aide

PAY RANGE G1

Restorative Health Care Tech

PAY RANGE H

Maintenance Repair Worker III
Cosmetologist (with "Manager's License")
Accounts Receivable Assistant

PAY RANGE I

Assistance Maintenance Coordinator
Clinical Nutrition Aide

PAY RANGE J

LPN

APPENDIX D

ASHTABULA COUNTY NURSING & REHAB CENTER
NOTICE OF BUMPING

Employee Name: _____

Employee Classification: _____

Department: _____

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article 16 of the Collective Bargaining Agreement in order to bump into _____ Classification. I understand that this notice must be given within three (3) working days of my receipt of my layoff notice.

Employee Signature

Date Submitted

Received By

SIGNATURE PAGE

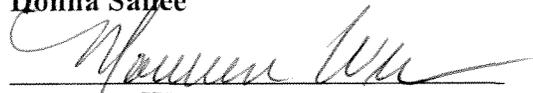
Executed this date 12/4, 2012.

FOR THE ASHTABULA
COUNTY NURSING &
REHAB CENTER

FOR AFSCME, OHIO COUNCIL 8,
AFL/CIO AND LOCAL 3284


Mary Lou Clatterbuck *LWHA*

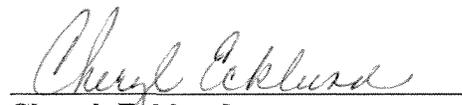

Donna Sallee


Maureen Wern

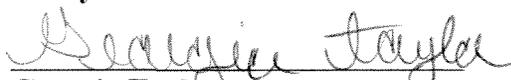

Phil Coury

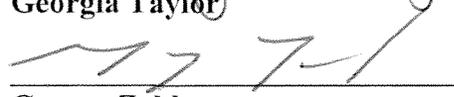

Lauren Davis

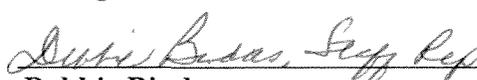

Robert Nedrich


Cheryl Ecklund


Kathy Burris


Georgia Taylor


George Zahler


Debbie Bindas