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12/13/2013

**AGREEMENT BETWEEN**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL #436**  
**AND**  
**THE LORAIN COUNTY COMMISSIONERS**  
**GOLDEN ACRES HOME**  
**SERVICE UNIT**

**Effective August 25, 2013, through December 31, 2015**

**SERB Case No. 2012-MED-09-0928**

*Res 13-740 8/25/13*

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.** This agreement, entered into by the Lorain County Commissioners for the Lorain County Home (Golden Acres), hereinafter referred to as the "Employer," and the International Brotherhood of Teamsters, Local 436, 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; 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, and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time and regular part-time and holding the classification of:

Activities Aide	Cook	Food Service Worker (Dietary Aide)
Housekeeper	Laundry Worker	Maintenance Repair Worker I
Nursing Aide	Medical Records Technician	Activities Aide/Nursing Aide

**Section 2.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, intermittent, temporary and seasonal employees, and any other employees in the unclassified services shall not be included in the bargaining unit.

**Section 3.** Should new classifications be established within the agency which are not subject to the exclusions outlined in section 2 above, the Employer shall notify the Union, and upon the written request of either party, the parties shall meet to discuss and attempt to reach an agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties fail to reach an agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC, and SERB rules and regulations. The determination of SERB shall be binding upon both parties.

**ARTICLE 3**  
**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

**Section 1.** The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the successful completion of sixty (60) days of employment.

**Section 2.** The Employer agrees to deduct periodic Union dues, initiation fees, re-initiation fees, entry fees, and assessments from the pay of any employee eligible for membership in the bargaining unit, upon the individual employee voluntarily signing and submitting a written deduction authorization. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the Payroll Officer of the unit in which the employee works. The Payroll Officer will send both the authorization form and the copy to the County Auditor's Office.

Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received, and in which the Employer normally deducts dues.

Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the Payroll Officer of the employing unit.

**Section 3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. 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 hereunder.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization.

**Section 5.** The Employer shall not be obligated to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 6.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined for the duration of this agreement.

**Section 7.** Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deductions from the following pay period, if the deduction does not exceed the total of two (2) month's regular dues from the pay of any Union member.

**Section 8.** Each eligible employee's written deduction authorization shall be honored by the Employer for the duration of this agreement, not to exceed a period of three (3) years, unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, at which point the deduction(s) will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union's designated representative within the appropriate bargaining unit. All deductions shall cancel upon the termination date of this agreement, or unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

**Section 9.** A check in the aggregate amount of the total dues withheld from those employees authorizing a dues deduction shall be submitted to the Union within thirty (30) days of the date said deductions were made.

#### **ARTICLE 4** **FAIR SHARE FEE**

**Section 1.** New employees who do not become members within sixty (60) days following the beginning of their employment shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and disputes arising under this agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees of the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

**Section 2.** Prior to the effective date of this agreement and the anniversary date of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on the activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

**Section 3.** In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB), pursuant to the provisions of ORC 4117.09(C).

**Section 4.** The Union agrees to indemnify and hold the Employer, its officials, representatives and agents harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this section of this agreement.

**ARTICLE 5**  
**UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. The steward may have an alternate steward to act as steward in the absence of the regular steward.

**Section 2.** The Union shall notify the Employer, in writing, of the names of the stewards before the Employer will recognize them.

For purposes of this article, appropriate Union representative business is defined as:

- A. Representation of a member at any formal step of the grievance procedure.
- B. Representation of a member at a disciplinary conference.
- C. Attendance at meetings between the Union and Employer where their attendance is requested.

Each steward shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section.

**Section 3.** Rules governing the activity of the local Union steward and alternate are as follows:

- (1) The steward or alternate must obtain, in advance, authorization from his immediate supervisor before beginning Union activities;
- (2) The steward or alternate shall identify the reason for the request at the time Union activity time is requested;
- (3) The steward or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity;
- (4) The steward or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the steward's or alternate's immediate supervisor; and
- (5) Failure to comply with such order may result in disciplinary action if it is found that the Union steward or alternate is abusing the rules of this section.

**Section 4.** Any changes made in stewards, alternate stewards, or officers shall be furnished to the Employer, in writing, before being recognized by the Employer.

**Section 5.** Before leaving the job to conduct Union activity, all Union representatives shall be required to complete the Union Representative Time Form. Said forms shall be furnished by the

Employer, and shall be submitted to the supervisor. Said forms are attached hereto as Appendix B.

**Section 6.** Up to three (3) non-employee authorized representatives of the Union shall be allowed access to the Employer's premises during working hours for the purpose of attending grievance hearings and other meetings as provided herein.

**Section 7.** Stewards shall be permitted to investigate and process grievances, and attend predisciplinary hearings and/or labor-management meetings as specifically authorized within this agreement. When such meetings are scheduled during an employee representative's normal work hours, the employee representative shall suffer no loss of pay. When such meetings are scheduled outside of normal working hours, the employee representative shall not be compensated for such time.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

**Section 1.** Nothing herein shall be construed to restrict any constitutional, statutory, or other inherent exclusive appointing authority rights with respect to matters of general managerial policy.

The Employer retains the right and authority to administer the business of the department in addition to other functions and responsibilities, which are not specifically modified by this agreement. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of its department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline 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 goals, objectives, program services, and to utilize both internal and external personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and organizational structure, including the right to lay off employees due to lack of funds;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- 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 determine the budget and uses thereof;
- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement necessary actions in emergency situations.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer as permitted by law shall remain the function of the Employer.

## **ARTICLE 7** **UNION BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of the work facility for use by the Union.

**Section 2.** All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit, during non-working time, and shall relate to items of interest to the members. 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;
- E. Results of Union elections.
- F. Reports of standing committees and independent arms of the Union; and
- G. Publications, rulings, or policies of the Union.

**Section 3.** All other notices not covered in "A" through "G" above must receive prior approval of the Administrator or his designee. It is also understood that no material may be posted on the Union bulletin board at any time, which contains any of the following:

- A. Personal attacks upon any other member, any other employee or the administration;
- B. Attacks on any employee organization, regardless of whether the organization has local membership;
- C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**Section 4.** 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 5.** Any employee found to be violating the provisions of this article may be subject to disciplinary action.

## **ARTICLE 8** **CORRECTIVE ACTION**

**Section 1.** No non-probationary employee shall be reduced in pay, suspended, or discharged except for just cause.

**Section 2.** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of work performance.

**Section 3.** Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended [including suspensions of record and unpaid suspensions], reduced, or discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. An employee may also elect, in writing, to waive the opportunity to a predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

**Section 4.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance, in accordance with the grievance procedure contained in this agreement.

**Section 5.** Records of instruction and cautioning and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

**Section 6.** Each employee may inspect his personnel file maintained by the Employer during non-work time upon one (1) working day's advance written request, personally signed by the employee. The terms of this section shall not be applied in such a fashion as to interrupt the work schedule of the employee, nor cause any expense to the Employer.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section 1.** 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. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by the United States or Ohio Constitutions. It is further agreed that the grievance procedure not be used to effect changes in or withdrawal of oral or written disciplinary warnings.

**Section 2.** A grievance under this procedure may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance.

**Section 3.** All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to elapse without further appeal.

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 4.** The written grievance shall state, on the grievance form, the specific articles and paragraphs of the agreement alleged to have been violated, the date of the alleged violation, an explanation of the facts, and the relief requested.

**Section 5.** The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union/grievant; working days as used in this article shall not include Saturdays, Sundays, or holidays.

**Section 6.** Each grievance shall be processed in the following manner:

**Informal Step:** An employee having any grievance will first attempt to resolve it informally with his immediate supervisor. If the employee is not satisfied with the response from his supervisor, he may then proceed to Step 1.

**Step 1:** The employee shall present the written grievance to the Home Administrator within five (5) working days after the event upon which the grievance is based. The grievance form shall set forth the details of the grievance and relief requested, and shall be dated and signed by the employee. The employee, if desired, may be represented by an individual of his choice. The Home Administrator shall meet with the employee and his representative, if any, within five (5) working days thereafter in an attempt to adjust the grievance. Within five (5) working days after the Step 1 meeting, the Home Administrator shall give a written answer to the employee.

**Step 2:** If the grievance is not satisfactorily settled in Step 1, the employee's representative shall present it, in writing, to the County Administrator within five (5) working days after receiving the Step 1 answer.

The Board of County Commissioners or their designee shall meet with the employee and his representative within ten (10) working days thereafter in an attempt to adjust the grievance. Within ten (10) working days after the Step 2 meeting, The Board of County Commissioners or their designee shall give a written response to the employee.

**Step 3, Arbitration:** If the grievance has been properly processed and is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the Union official within twenty (20) working days from the date final action was taken on such grievance under Step 2 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Within five (5) working days after notice of arbitration has been submitted, the parties shall confer to determine whether the parties will use the panel of arbitrators listed in Appendix B. If the parties agree to use the list in Appendix B, the arbitrator shall be selected by the alternate strike method.
- B. If either party rejects the use of the list in Appendix B, then the Union shall make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a panel of arbitrators. Within ten (10) calendar days of the written request for arbitration, the Union shall request a panel of nine (9) Ohio residents, National Academy Certified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) calendar days from receipt of the panel of arbitrators from FMCS each party shall strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list.
- C. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:
  1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
  2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Lorain County Board of Commissioners under its rule-making powers not inconsistent with the agreement.
  3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

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.

- D. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the spokesperson, and the grievant. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.
- E. The cost of the services of the arbitrator, the costs of any proofs produced at the discretion of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost of the fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of the presentation of the award. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 7.** An employee may choose to have a Union steward or Union representative accompany him/her in Step 1 through 2 of the procedure. Should the employee elect not to have Union representation, such election shall be reduced to writing and become part of the grievance record.

**Section 8.** When an employee covered by this agreement represents himself in a grievance, in accordance with the provisions set forth in Section 7 herein, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this agreement.

**Section 9.** The Employer and the Union will develop jointly a grievance form, which shall provide the information as outlined in Section 4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance.

## **ARTICLE 10** **NO STRIKE/NO LOCKOUT**

**Section 1.** Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lorain County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
  
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of this article.

## **ARTICLE 11** **RULES AND REGULATIONS**

**Section 1.** The Employer agrees that, as of the date of the execution of this agreement, any reasonable rules or regulations, policies or procedures issued by the Employer which conflict with any of the provisions contained herein shall no longer have any force and effect.

**Section 2.** Should work rules be established during the term of the agreement, the Employer agrees to meet in labor/management meeting to discuss said rules prior to implementation.

**Section 3.** If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements changes, the Union may grieve over whether the rule, regulation, policies and/or procedures are reasonable and conflict with the agreement. Said grievance may be filed by the Union at Step 2 of the grievance procedure.

**Section 4.** All rules established in accordance with Section 2 above shall be circulated among all employees. It shall be the employee's responsibility sign a statement acknowledging that the employee received the rule, regulation, policy or procedure and that the employee will read and follow the rule or regulation, policy or procedure. Refusal by an employee to sign said acknowledgment shall be grounds for disciplinary action.

## **ARTICLE 12**

### **LABOR / MANAGEMENT MEETINGS**

**Section 1.** The Employer agrees that he or his designee(s) shall meet periodically with up to three (3) employee representatives of the Union at a mutually agreeable date and time to discuss matters which may include the following:

- A. discuss the administration of this agreement;
- B. discuss with the Union proposed changes made by the Employer which affect wages, hours, terms and other conditions of employment of bargaining unit members;
- C. discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. to consider and discuss health and safety matters relating to employees; and,
- G. to consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

**Section 2.** Whenever the purpose of a labor/management meeting is to discuss matters identified in Section 1 "B" and/or 1 "G" above, the Union staff representative shall be notified at least five (5) working days in advance of the scheduled meeting.

**Section 3.** It is further agreed that if a special labor/management meeting has been requested, and mutually agreed upon, it shall be convened as soon as feasible.

**Section 4.** Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay.

## **ARTICLE 13**

### **SEPARATION OF EMPLOYMENT**

**Section 1.** Upon discharge and/or quitting, the Employer shall pay all money due the employee, including vacation pay, on the pay day of the next scheduled pay period in accordance with the procedures of the County Auditor's office

## **ARTICLE 14** **JOB POSTING**

**Section 1.** When a permanent vacancy exists in the bargaining unit or a new position is created in the bargaining unit, the Employer shall post a notice stating the job classification, rate of pay, shift, and work location. Such notice shall remain posted for five (5) calendar days.

**Section 2.** Employees who wish to be considered for the posted job must sign the job posting notice prior to the end of the posting period. Employees expressing an interest in a position will be evaluated based on the following factors:

1. knowledge, ability and efficiency;
2. employee attendance record;
3. personnel records.

**Section 3.** Where two (2) or more applicants are determined to be equally qualified by the Employer, the applicant possessing the most seniority shall be awarded the vacancy.

**Section 4.** The Employer may fill vacant positions on a temporary basis for a period not to exceed one hundred twenty (120) days. Such period shall be counted as a part of the probationary period in case the temporarily assigned employee is subsequently awarded the vacant position.

## **ARTICLE 15** **SENIORITY**

**Section 1.** The seniority of an employee shall be determined by continuous length of service from the last effective date of hire. New employees shall be considered to be probationary employees and not subject to the terms of this agreement except as specifically provided herein, until they have completed six (6) months of continuous employment with the Employer. Part-time employees shall be considered to be probationary employees and not subject to the terms of this agreement except as specifically provided herein, until they have completed twelve (12) months of continuous employment with the Employer. At the expiration of such probationary period, new employees shall date from their last effective date of hire. During such probationary period, new employees shall have no seniority status. Probationary employees may be laid off or discharged or otherwise disciplined at the sole discretion of the Employer and shall have no right of appeal.

**Section 2. Loss of Seniority.** An employee shall lose his seniority and continuous service if:

- A. He voluntarily quits or retires;
- B. He is discharged for just cause;
- C. He fails to report for work within seven (7) days after notice of recall has been received (by certified mail) by the employee at his last known address or if recall rights expire;

- D. He is absent for two (2) or more consecutive work days without notifying the Employer;
- E. He fails to return from an approved leave of absence within five (5) calendar days.

Any employee rehired after a break in seniority as outlined herein shall in every respect be treated as a new employee of the Employer.

**ARTICLE 16**  
**LAYOFF AND RECALL**

**Section 1. Layoff.** Whenever the Employer determines that it is necessary to lay off employees, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off in each affected classification. The Employer will notify the affected employees fourteen (14) days in advance of the date of layoff.

**Section 2.** Once the number of layoffs necessary and the affected classifications have been determined by the Employer, employees shall be laid off in the following order:

- A. probationary employees;
- B. part-time employees in the classification;
- C. the least senior employee in the classification.

**Section 3. Displacement.** Employees who are laid off in accordance with this agreement shall have displacement rights as identified below:

- A. Cook to Food Service Worker
- B. Food Service Worker to:
  - Housekeeper
  - Laundry Worker
  - Activities Aide
  - Nursing Assistant (if qualified/State of Ohio requirements)
- C. Housekeeper to:
  - Food Service Worker
  - Laundry Worker
  - Activities Aide
  - Nursing Assistant (if qualified/State of Ohio requirements)
- D. Laundry Worker to:
  - Housekeeper
  - Food Service Worker
  - Activities Aide
  - Nursing Assistant (if qualified/State of Ohio requirements)

- E. Activities Aide to: Housekeeper  
 Laundry Worker  
 Food Service Worker  
 Nursing Assistant (if qualified/State of Ohio requirements)
- F. Nursing Assistant to: Housekeeper  
 Laundry Worker  
 Activities Aide  
 Food Service Worker

**Section 4. Recall.** Employees who have been laid off shall retain reinstatement rights to the classification from which they were laid off and shall be subject to recall by the Employer for a period of one (1) year from the suggested date of layoff. It shall be the employee's responsibility to keep the Employer advised, through written notice, of his current and accurate mailing address.

**Section 5.** Affected employees shall be notified, in writing, by the Employer, of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have five (5) days within which to notify the Employer, in writing, of their desire to accept or reject the opportunity. Failure of the employee to accept within the five (5) day period shall be considered a rejection of the recall opportunity.

**Section 6.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code 124.321 through 124.328.

## **ARTICLE 17**

### **LOW CENSUS**

**Section 1.** Whenever the Employer determines it is necessary to reduce staffing due to low census the Employer shall determine the classifications and shifts to be affected and will reduce the number of employees working that shift and/or day. If low census is necessary, agency personnel will be sent home prior to the reduction of any bargaining unit personnel. The Union shall also maintain the right to meet and confer with the Employer over the application of the low census policy in a labor management meeting.

**Section 2. Low Census Days.** The Employer will incorporate the following guidelines when making staffing reductions on low census days:

**Step 1:** The Employer will accept volunteers by, seniority, to relinquish their assigned shift hours for that particular day. Employees who volunteer to relinquish their shift hours may use PTO, if available; otherwise the relinquished time will be unpaid.

**Step 2:** If a sufficient number of employees do not volunteer, and additional involuntary reductions are necessary, the Employer will reduce staffing based on a seniority

list for each shift within the affected classification(s), including part-time and full-time employees. The Employer shall maintain a "low census day" list for each classification and shift. The least senior employee with the lowest number of reductions (whether voluntary or involuntary) will be sent home, and so on, up the seniority list until the appropriate level of staffing is met within the shift/classification. Employees sent home on a low census day may use PTO, if available; otherwise the time will be unpaid.

**ARTICLE 18**  
**PAID TIME OFF PROGRAM**

**Section 1.** All bargaining unit employees shall be credited with or accumulate paid-time off (PTO) in accordance with the following schedule and effective January 1, 2014:

A. Employees hired before August 25, 2013

<u>Length Of Continuous Service With Golden Acres</u>	<u>Annual Leave Credit/ Accrual Rate</u>
Hire date to eight (8) year anniversary date	Accrues .0846 hours of PTO for each straight time hour worked up to a maximum of one hundred seventy-six (176) hours.
Eight (8) year anniversary through fifteen (15) years of service	Accrues .1038 hours of PTO for each straight time hour worked up to a maximum of two hundred sixteen (216) hours.
Fifteen (15) year anniversary Through twenty-five (25) years	Accrues .1230 hours of PTO for each straight time hour worked up to a maximum of two hundred fifty-six (256) hours.
Twenty five (25) year anniversary or more	Accrues .1423 hours of PTO for each straight time hour worked up to a maximum of two hundred ninety-six (296) hours.

B. Employees hired after August 25, 2013

<u>Length Of Continuous Service With Golden Acres</u>	<u>Annual Leave Credit/ Accrual Rate</u>
Hire date to ten (10) year anniversary date	Accrues .05 hours of PTO for each straight time hour worked up to a maximum of one hundred four (104) hours.
Ten (10) year anniversary or more	Accrues .0692 hours of PTO for each straight time hour worked up to a maximum of one hundred forty-four (144) hours.

**Section 2.** PTO may be utilized for purposes of vacation, illness, or personal business. PTO shall be designated as scheduled leave or demand leave (aka "demand days").

A. Scheduled Leave:

1. Except as otherwise provided for below under "demand leave", requests for PTO must be submitted at least two (2) weeks in advance of the time being requested. Supervisors will attempt to notify employees of approval or denial of requests no later than five (5) calendar days after the request for scheduled leave. Notification of approval or denial will be written. An employee must have a balance in his leave bank sufficient to cover the entire amount of any requested leave seven (7) calendar days prior to the commencement of such leave.
2. Schedule leave is permitted in accordance with the workload requirements of the Employer. For this reason, the Employer may require scheduled leave requests to be made by March 1 of each year. The Employer shall process such scheduled leave requests in accordance with the employee's seniority and the workload requirements of the facility. Once properly approved, prescheduled employees cannot be displaced, nor can the scheduled leave be changed by either the Employer or employee. The Employer, based upon operational needs, shall determine the number of employees who may be approved for scheduled leave at any one time. Requests will be considered on the basis of seniority, within the time frames in which they are submitted, up to the number of requests determined to be feasible at any one time
3. Newly hired employees, after ninety (90) calendar days, may take one (1) scheduled leave day. Upon completion of their first six (6) months of employment, newly hired employees may take an additional two (2) scheduled leave days. After nine (9) months of employment newly hired employees may use scheduled leave in accordance with this section.

B. Demand Leave:

1. Full-time and part-time employees hired before August 25, 2013, may utilize up to a maximum of seven (7) demand days during a twelve (12) month rolling period, calculated from the first demand day used.
2. Full-time and part-time employees hired after August 25, 2013, may utilize up to a maximum of four (4) demand days during a twelve (12) month rolling period, calculated from the first demand day used.
3. Any days off requested in instances where the notice required in Section 2(A) herein is not given shall be considered "demand days". Demand days are intended to be available for sudden illness, accident, or emergency. Employees should make every effort possible to notify the Employer at least two (2) hours in advance of the shift for which the employee is unable to report, unless bona fide emergency conditions prevent such notification. When a two (2) hour advance

notice is not provided, the request for a demand day must include the reason for the leave. In such circumstances, the Employer retains the right to approve or deny a request for demand days, based upon operational needs and the circumstances necessitating the leave, and the Administrator shall make the final determination as to whether or not bona fide emergency conditions exist.

4. Demand days must be utilized in increments of one (1) day, unless otherwise permitted by the Employer. Any non-scheduled leave absence where the Employee calls off with two (2) hours' notice and does not have a demand day to cover the leave shall count as an unexcused absence in accordance with Employer's tardiness/absenteeism policy.

**Section 3.** An employee must complete a "Request for Leave" form at the time of the request and in no case later than the day an employee returns to work. Where circumstances dictate the need, the Employer may require the employee to complete the "Request for Leave" form prior to returning to work. The "Request for Leave" form must include, but is not limited to, the dates and hours for which the leave is being requested, the date of the request, the nature of the leave, and the employee's signature. Employees will not be paid for leave until they have provided the "Request for Leave" form and it has been approved by the Employer for payment. If the "Request for Leave" form is submitted after the payroll processing date, it will be paid with the next payroll check.

**Section 4.** Notwithstanding the other provisions herein, employees may not accumulate and carry more than two (2) times their maximum accrual of PTO.

**Section 5.** A full-time bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out his existing PTO bank.

**Section 6.** An employee may elect each year to have the Employer buy back a maximum of two hundred ninety-six (296) hours of PTO for the current year, provided the employee maintains a balance of forty-eight (48) hours of PTO after the conversion. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of PTO days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of PTO converted. The conversion will result in the employee having his PTO account reduced by the number of PTO days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more PTO than he would otherwise earn in a calendar year less any PTO earned and used in the calendar year.

**Section 7.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the

provisions of Revised Code 124.38, 124.39, 325.19 and 9.44. Employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the state. Employees shall not be able to transfer any of their sick leave balance with the state or political subdivision of the state.

**Section 8.** In addition to PTO time, full-time employees shall be eligible for up to a maximum of three (3) days of bereavement leave with pay annually, upon submission of verification of the need to attend a funeral of a member of the immediate family (as defined by Lorain County policy for non-union personnel). Part-time employees shall be eligible for one (1) day of said leave.

## **ARTICLE 19 FAMILY & MEDICAL LEAVE**

**Section 1.** Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred and fifty (1,250) hours of work during the previous twelve (12) months. The leave will be granted for up to a period of twelve (12) weeks per year in accordance with the Employer's policy.

**Section 2.** An employee who exhausts the family and medical leave may apply for disability leave pursuant to the provisions of the agreement.

## **ARTICLE 20 LEAVES OF ABSENCE**

**Section 1.** The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

**Section 2.** 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 County services by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

**Section 3.** The authorization of leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

**Section 4.** The granting of any leave of absence is subject to approval of the Employer not less than thirty (30) days prior to commencement of the desired leave so that the various functions may proceed properly.

**Section 5.** Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any newly hired replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered

for other vacancies. Any replacement formerly holding a bargaining unit position with the Employer will be reinstated to his former position provided such position still exists. Otherwise, said employee will be considered for other vacancies.

## **ARTICLE 21**

### **DISABILITY LEAVE**

**Section 1.** When an employee becomes physically or mentally unable to perform the essential functions of his/her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a lateral transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary lateral transfer or reduction requests shall be at the sole discretion of the Employer, based upon operational needs and requirements and the ability of the employee to perform the essential functions of the job classification.

**Section 2.** A physically or mentally incapacitated employee who has exhausted all available paid leave and for whom a voluntary reduction or lateral transfer is not granted may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days, and shall not exceed a six (6) month duration. The Employer may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted, in writing, to the Employer as soon as possible prior to the requested date, and accompanied by an original signed physician's statement which includes the anticipated probable date on which he will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the physician certifies that the employee can perform the essential functions of his job classification.

**Section 3.** A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted his available PTO leave, extended sick leave bank and disability leave without pay, where applicable, and is:

1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or
2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. If there should be conflicting opinion, the parties agree to mutually select a third physician. The Employer and the employee shall split the cost of the second examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature.

**Section 4. Reinstatement.** An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, and provide a physician's certification that the employee can perform the essential functions of the job classification. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician at the expense of the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or is still utilized.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years shall be separated from service upon the expiration of the three (3) year period. Time spent on disability separation shall be included in determining an employee's length of service.

**Section 5.** If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested, in writing, by the employee and approved by the Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

## **ARTICLE 22** **COURT LEAVE**

**Section 1.** The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

**Section 2.** Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or PTO, as scheduled in advance with the Employer.

**Section 3.** It is understood that an employee released from jury duty prior to the end of his/her work day shall report to work for the remaining hours.

**ARTICLE 23**  
**HEALTH AND SAFETY**

**Section 1.** It is agreed that health and safety must be a concern of both parties. Therefore, the Employer reaffirms its responsibility to provide safe working conditions. Employees shall accept the responsibility to operate equipment safely and to follow all safety rules, safe working methods and precaution (as established by the Employer). All unsafe conditions and job-related injuries must be reported to the next higher authority in charge as soon as they are known.

**Section 2.** In cases where a patient is known to have or found to have a communicable disease, the Employer will follow U.S. Department of Health and Human Services, Center for Disease Control guidelines.

**Section 3.** It shall be the responsibility of the immediate supervisor and/or the manager to advise employees of the presence of any communicable diseases and the precautions to be taken. Any questions from employees and/or residents or the public shall be directed to a supervisor or manager.

**ARTICLE 24**  
**SEVERABILITY**

**Section 1.** This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and 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 2.** Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In the event any provision herein is so rendered invalid, upon the written request of either party, the parties shall make arrangements to meet for the purpose of discussing (the possibility of) a lawful or valid replacement for such provision.

**Section 3.** Notwithstanding the provisions set forth herein, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed herein by either party as a violation of this agreement or any provisions herein.

**ARTICLE 25**  
**WORKING OUT OF CLASSIFICATION**

**Section 1.** An employee temporarily assigned, by the appropriate administrative authority, to work in a classification within the bargaining unit of a higher rate, shall receive the base rate of pay of the higher classification for the period which he or she was so assigned, provided:

- A. The individual must be assigned to and must perform functions that are normally performed by the person replaced for a period of three (3) consecutive working days or more in order to receive compensation for that time period.
- B. The term "higher rated classification" refers to positions that have a higher base rate of pay.

**Section 2.** An employee may be temporarily assigned work in a lower classification, but shall continue to receive his/her regular rate of pay during such assignment. This section is not intended to cover an employee who is demoted.

**ARTICLE 26**  
**HOURS OF WORK AND OVERTIME**

**Section 1.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours exclusive of an unpaid thirty (30) minute meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday. This provision shall not constitute a guarantee of hours of work per day or per week.

The work day shall include a thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day.

**Section 2. Scheduling.** Within sixty (60) days after execution of the contract, the Employer shall provide a schedule to the employees by classification and shift for the balance of the year. Employees shall have ten (10) days to sign up for a shift within their classification for the balance of the year. The shift selected by the employee shall not change.

Each November the Employer will offer a new schedule to the employees to start the beginning of the first full pay period the following year. The employees will repeat the shift selection process by seniority within their respective classification.

Any permanent vacancies within a shift will be filled at the Employer's discretion.

Bargaining unit employees shall normally be assigned to work shifts as follows:

Classification	Shift	Hours
STNA	Afternoons	2:30 p.m. to 11:00 p.m.
	Nights	10:30 p.m. to 7:00 a.m.
	Days	6:30 a.m. to 3:30 p.m.
Housekeeping	7:30 a.m. to 4:00 p.m.	
Activities	7:30 a.m. to 4:00 p.m.	
Medical Records	8:30 a.m. to 5:00 p.m.	
Dietary/AM Cook	5:00 a.m. to 1:30 p.m.	
AM Dietary Aid	6:30 a.m. to 3:00 p.m.	
PM Cook	10:30 a.m. to 7:00 p.m.	
PM Dietary	12:30 p.m. to 9:30 p.m.	
Laundry	6:30 a.m. to 3:00 p.m.	

However for efficient operation of the facility, the Employer may, at its discretion, establish alternative shifts and work schedules during the life of this agreement. Prior to implementation of any alternative shifts, the Employer will meet and discuss the matter with the Union.

**Section 3.** Employees who are required by the Employer to work more than forty (40) hours in any work week above shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1.1/2) times their regular rate of pay.

**Section 4.** The Employer, prior to scheduling full-time employees for overtime, shall first attempt to fill the scheduling needs by scheduling part-time employees or employees who in the current week have had hours reduced due to low census. Should it become necessary for the Employer to require full-time employees to work mandatory overtime, the Employer shall endeavor insofar as may be reasonably practicable to make equal distribution of overtime among employees in the work unit, within departmental job classifications. The Employer shall establish a rotating overtime list which shall schedule the employee with the least number of overtime hours worked in the last year for any mandatory overtime. No employee shall be required to work more than one back-to-back shift in a work week.

**Section 5. Holidays.** Any work performed by a full-time employee on any one of the following holidays designated below shall receive an additional premium pay of half (1/2) time not to be counted against any overtime worked in the pay period in which the day actually occurs. The days are:

A. For full and part-time employees hired before August 25, 2013:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

B. For full and part-time employees hired after August 25, 2013:

New Year's Day, Independence Day, Thanksgiving, and Christmas.

When a holiday listed above falls on a day an employee is regularly scheduled to work and the employee is scheduled off by the Employer, the employee may request to utilize one (1) day of PTO as paid time. Requests for such paid time must be submitted at least two (2) weeks in advance of the end of the holiday.

**Section 6. Trading Shifts.** With the Employer's approval, employees may trade shifts so long as the trade does not cause the Employer to incur overtime. Where employees trade shifts each employee shall be required to work that shift, unless the person is sent home in accordance with the low census policy. An employee who fails to show up to work a traded shift shall be charged with an unexcused absence in accordance with the Employer's attendance policy.

## **ARTICLE 27** **UNIFORM ALLOWANCE**

**Section 1.** Full-time bargaining unit employees shall be provided with an annual uniform allowance.

**Section 2.** Annual uniform allowance payments shall be made in conjunction with a regular bi-weekly payroll check and will be available to all employees no later than June 1<sup>st</sup> of each year. The uniform allowance for full-time employees shall be one hundred eighty dollars (\$180.00) per year during each year of the agreement. The uniform allowance for part-time employees shall be one hundred eighty dollars (\$180.00) per year during each year of the agreement.

**Section 3.** Newly hired employees shall be provided with a uniform allowance payment upon the successful completion of their probationary period. Said payments shall be in the amounts identified in Section 2 of this article appropriate for the year in which they complete probation.

**Section 4.** The Employer shall retain the right to determine the appropriateness of uniforms. Employees shall be responsible for reporting for work properly attired in conformance with prescribed standards.

**ARTICLE 28**  
**WAGES**

**Section 1.** Bargaining unit employees shall be assigned to pay grades in accordance with the following:

<u>Pay Grade</u>	<u>Classification</u>
A	No Classification Currently Assigned
B	Activities Aide Food Service Worker (Dietary Aide) Housekeeper Laundry Worker
C	Activities Aide/Nurses Aide
D	Nurses Aide
E	Cook
F	No Classification Currently Assigned
G	No Classification Currently Assigned
H	Medical Records Clerk
I	Maintenance Worker

**Section 2.** For the duration of the agreement the following entry hourly rates will be effective:

**Effective August 25, 2013, through December 31, 2015**

<b><u>Pay Grades</u></b>	<b><u>Entry Hourly Rate</u></b>
A	7.85
B	8.20
C	8.65
D	9.08
E	9.53
F	10.01
G	10.51
H	11.04
I	11.59

Newly hired employees shall generally be hired at the entry rate. However, based on the employee's qualifications, the Employer at its discretion may hire a new employee at a rate 10% above the entry hourly rate for the employee's position, except that a new hire may not be paid more than the average hourly rate paid to current employees with similar experience and qualifications in the same classification.

**Section 3.** Wages for bargaining unit employees shall be established in accordance with the provisions of this article.

**Section 4.** Effective with the first pay period that incorporates April 1, 2013, all employees shall receive a three (3.0%) general wage increase.

Effective with the first full pay period in April 1, 2014, all employees shall receive a two and a half (2.5%) general wage increase

**Section 5. Wage/Gain Sharing, Medical Insurance, PTO Reopener.**

Providing that revenue for the Home exceeded or met expenses (broke even) for calendar year 2014, the Union may, as of February 1, 2015, request to reopen negotiations in three areas: wages (to be effective the first full pay period that incorporates April 2015), medical insurance, and Paid-Time Off. If revenue did not meet or exceed expenses for 2014, wages shall be maintained at their 2014 levels and there will be no reopener negotiations for the remainder of the Agreement (through December 31, 2015).

Between the effective date of this agreement and January 2015, the Employer shall meet with Bargaining Unit members and their representatives each month and provide the Union with a monthly profit and loss statement for the previous month so that the Union may be informed as to the financial progress of the Employer.

**Section 6.** Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.

**Section 7.** Employees shall be entitled to shift differential as follows:

- A. Employees assigned to work the majority of hours between 2:00 p.m. to 10:30 p.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.
- B. Employees assigned to work the majority of hours between 10:00 p.m. to 6:30 a.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their hourly rate of pay.

**ARTICLE 29**  
**REPORT AND CALL-IN PAY**

**Section 1.** Employees in the Maintenance Worker classification who report for work at the regular start time in accordance with their work schedule, and who have not been advised by the Employer not to so report, shall be guaranteed at least two (2) hours work at the applicable rate of pay.

**Section 2.** If an employee in the Maintenance Worker classification is called in by the Employer to report for work outside their normal scheduled work hours, they shall be granted at least two (2) hours compensation at the applicable hourly rate of pay.

**Section 3.** If an employee in the Maintenance Worker classification is required to work beyond their normal shift or are called into work earlier than the normal starting time of their regular work shift, and such time abuts that shift, the employee shall be paid for the time actually worked, at the applicable rate of pay.

**ARTICLE 30**  
**MEDICAL INSURANCE**

**Section 1.** The employee shall have the option to enroll in any health care plan that Lorain County offers to any of its employees. Said coverage shall become effective for newly hired full-time employees the 1<sup>st</sup> day of the month after three (3) months of continuous employment.

**Section 2.** The Employer may make available additional insurance coverage for dental, vision, and prescription drug coverage. The costs of such additional coverage shall be borne exclusively by the employee.

**Section 3.** The Employer's contribution towards the total monthly premium for any of the health care plans offered by the Employer shall be capped at \$1,200.00/month for family coverage and \$480.00/month for single coverage. The employee shall pay for all costs for the health care plan chosen by the employee in excess of the Employer's cap.

The employee contribution shall not exceed the maximums permitted by the Patient Protection and Affordable Care Act (ACA). The parties recognize that employee affordability under the ACA will be measured based upon the bronze plan (i.e., lowest tier plan being offered) for a single plan and the employee's household income once the ACA employer mandates become

effective. Any employee who believes his contribution exceeds 9.5% of his household income should submit a written request for review to the Home Administrator.

**Section 4.** Notwithstanding the above provisions, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described above.

**Section 5.** If any provision of this article conflicts with the provisions of the ACA, including but not limited to the minimum essential value and affordability mandates, the Employer shall be allowed to unilaterally modify its health insurance offerings and employee contribution rates so as to comply with the ACA.

#### **ARTICLE 31 LIFE INSURANCE**

**Section 1.** The Employer agrees to provide a fifty thousand dollar (\$50,000) life insurance policy for full-time employees.

#### **ARTICLE 32 LONGEVITY**

**Section 1.** All full-time regular employees and part-time employees hired on or before December 31, 1994, shall be eligible for longevity payment after five (5) years of continuous service with the Employer in accordance with the following formula:

Five (5) years of continuous service: \$60.00 for each year of service  
Ten (10) years of continuous service: \$70.00 for each year of service

**Section 2.** All part-time regular employees hired on or after January 1, 1995, shall be eligible for longevity payment in accordance with the following schedule:

Five (5) years of continuous service: \$30.00 for each year of service  
Ten (10) years of continuous service: \$35.00 for each year of service

**Section 3.** A full-time employee's longevity payment will be divided by 2080 hours to determine his hourly longevity rate. A part-time employee's longevity payment will be divided by the number of hours he normally works each week times 52 weeks, to determine his hourly longevity rate. The hourly longevity rate will then be treated like a supplement to the employee's hourly rate of pay and will be included in the calculation of the employee's gross biweekly earnings. Such supplement shall only increase pursuant to Sections 1 and 2 above and shall not increase when the employee receives an increase to his regular hourly rate of pay.

**Section 4.** The employee's length of service as of November 1st of each year shall be used in determining the amount of longevity he is entitled to receive.

**Section 5.** Employees hired after August 25, 2013, shall not be eligible for the provisions of this article.

**ARTICLE 33**  
**SICK LEAVE INCENTIVE**

**Section 1.** Any employee who has no instances of reporting to work after the established starting time for their position, or leaving work prior to the end of their shift, and who has not called off sick or for any other reason, over two (2) biweekly pay periods, shall receive an additional \$1.00 per hour for every straight time hour worked (i.e., the incentive shall not be paid on overtime hours) during the two (2) biweekly pay periods.

**Section 2.** Employees who are eligible to receive the sick leave incentive bonus as provided in Section 1 shall have the payment made in the first paycheck following the end of the four week cycle identified in Section 1.

**ARTICLE 34**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective August 25, 2013, and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided herein.

**Section 2.** If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) 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) calendar weeks upon receiving notice of intent.

**Section 3.** 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 Union, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain on any matters during the term of this agreement, except as provided for in Articles 11, 12, 28, and 30 of this agreement.

**Section 4.** This agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

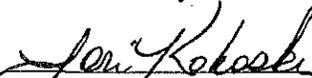
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**FOR THE EMPLOYER**



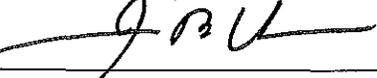
Ted Kalo, President  
Lorain County Board of Commissioners



Lofi Kokoski  
Lorain County Board of Commissioners



Tom Williams  
Lorain County Board of Commissioners



James R. Cordes  
Lorain County Administrator

Jeri Dull  
Nursing Home Administrator

Approved as to Form

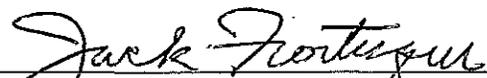


Assistant County Prosecutor  
Lorain County Prosecutor's Office

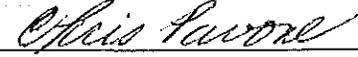
**FOR THE UNION**



Gary Tiboni, President, Local 436  
International Brotherhood of Teamsters



Jack Fortesque, Secretary-Treasurer  
Teamsters Local #436



Chris Pavone, Business Representative  
Teamsters Local #436

**APPENDIX A**  
**PAYROLL DEDUCTION AUTHORIZATION FORM**

**APPENDIX B**  
**PANEL OF ARBITRATORS**

The parties agree to use the following panel of arbitrators for any grievances entering Step 3 of the grievance procedure as detailed in Article 9:

Jerry Fullmer  
Mitchell Goldberg  
Harry Graham  
Jonathan Klein  
Robert Stein  
Jeffrey Belkin  
Dan Zeiser

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

**APPENDIX C**

**TO BE ADDED AFTER EFFECTIVE DATE OF AGREEMENT**

**SIDE AGREEMENT**  
**EXISTING SICK, VACATION, INCENTIVE LEAVE BALANCES**  
**BETWEEN THE**  
**LORAIN COUNTY BOARD OF COMMISSIONERS**  
**AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

In consideration of the parties' agreement to switch from sick/incentive/vacation leave to a paid-time off (PTO) system effective January 1, 2014, the parties hereby agree as it relates to current employees the following:

Effective January 1, 2014, each employee's accumulated but unused vacation leave and incentive leave will be transferred into the employee's individual PTO bank.

Effective January 1, 2014, each employee shall have accumulated unused sick leave, up to a maximum of forty-eight (48) hours, transferred into the employee's individual PTO bank. Employees with less than forty-eight (48) hours of sick leave available shall have their entire sick leave bank transferred.

Those employees with any sick leave bank remaining after the transfer outlined above shall be able to at any time use their sick leave balance to cover any documented illness or injury that exceeds six (6) days. Any sick leave used shall reduce the employee's sick leave bank accordingly. In order to use sick leave, the Employer shall require an employee to furnish a standard written signed statement from a licensed medical practitioner explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Any employee with five or more years of service shall, upon separation in good standing or retirement, be eligible to cash out all accumulated but unused sick leave at the employee's current rate of pay. An employee hired after August 1, 2007, with five (5) or more years of service, shall, upon separation in good standing or retirement, be eligible to cash out up to two hundred fifty (250) hours of sick leave balance at the employee's current rate of pay.

The persons with sick leave balances remaining at the time of transfer are listed in Appendix B.

**SIDE AGREEMENT**  
**TARDY/ABSENTEEISM POLICY**  
**BETWEEN THE**  
**LORAIN COUNTY BOARD OF COMMISSIONERS**  
**AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

The parties acknowledge under the parties' paid-time off (PTO) system that scheduled leave and demand days are provided to afford employees reasonable planned and emergency leave time. Absences, and particularly unscheduled absences, are disruptive, and often increase operating costs and/or the responsibilities of other employees.

For purposes of this agreement the following shall definitions apply:

Late – any situation where an employee reports to work more than one (1) but less than fifteen (15) minutes after his/her scheduled start time.

Tardy/Leaving Early – any situation where an employee reports to work fifteen (15) or more minutes after his scheduled start time or leaves prior to the end of his scheduled shift.

AWOL – any situation where an employee fails to report to work without providing notice two (2) hours prior to the shift.

Unexcused Absence

1. Any absence where the employee fails to call off without sufficient advance notice to use a demand day in accordance with the PTO policy; or
2. Any unpaid absence occurring due to the fact that the employee does not have any demand days available in accordance with the PTO policy, and where the employee has not requested or has not been approved for a leave of absence (e.g., FMLA, leave without pay, bereavement leave) or disability leave in accordance with those provisions.

For purposes of this section, each individual day of work missed shall constitute a separate unexcused absence. Whenever any unscheduled absence occurs for any absence where medical attention is required or received, the employee must submit medical documentation from a licensed practitioner stating the nature of the illness or injury, inclusive of a statement indicating that the employee is able to return to work and to perform the essential functions of his/her position.

All incidents of late, tardy, AWOL or unexcused absence accumulate points that shall remain in effect for a period of twelve (12) months from the date of the first occurrence and shall result in the loss of pay based on FLSA guidelines and the following points:

.5 Point	Four (4) times late under 5 minutes each
1 Point	Late more than 5 minutes
2 Points	Tardy/Leaving Early
3 Points	Unexcused Absence

5 Points                      AWOL

Discipline will be administered based on accumulated points per the following schedule:

5 Point	Instruction and Cautioning
7 Points	Written reprimand
9 Points	1 day suspension or 1 day suspension of record
11 Points	3 day suspension or 3 day suspension of record
13 Points	7 day suspension or 7 day suspension of record
15 Points	Termination

The Employer will put all disciplinary actions under this policy into effect within thirty (30) days of the occurrence. The discipline will be commensurate with the total points earned at the time the discipline is applied. The Employer maintains the right to schedule suspensions to fit into the operation of the facility. For overtime purposes, if an employee is on suspension he shall not be offered additional time.

Points accumulated under this policy shall fall off after twelve (12) months have passed since the employee accumulated the points.

**SIDE AGREEMENT**  
**WEEKEND SCHEDULING**  
**BETWEEN THE**  
**LORAIN COUNTY BOARD OF COMMISSIONERS**  
**AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

**WEEKEND SCHEDULING**

The Union recognizes during the course of the agreement that the Employer intends to explore the availability of using a permanent weekend schedule. The Employer agrees to provide the Union notice to discuss the implementation of any permanent weekend schedule and set rates of pay.

**SIDE AGREEMENT**  
**MANDATORY SHIFTS**

between the  
**Lorain County Board of Commissioners**  
**and International Brotherhood of Teamsters Local #436**

The Union agrees that the Employer can require — when necessary — employees in the bargaining unit to work voluntary/mandatory eight (8) hour “back-to-back” shifts. The Employer agrees to compensate those employees who work a complete eight (8) hour back-to-back shift at twice (double) the employee's normal rate of hourly pay for the third eight (8) hour shift during a pay period. In order to receive the double hourly rate of pay, the employee must maintain eligibility for overtime in accordance with the following:

Full-time employees — must work a minimum of 40 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid. If one prescheduled personal or vacation day off has been approved, in advance, it will result in only one (1) back-to-back shift not being eligible for double time during the same week (Sunday through Saturday). The third or more back-to-back shifts worked during the same pay period will be eligible for double time if all other requirements are maintained. Two or more pre-scheduled personal or vacation days during the same week will negate eligibility for double time pay for any back-to-back shifts during that week.

Part-time employees — must work a minimum of 24 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid.

Employees will be compensated in accordance with the collective bargaining unit agreement and the Fair Labor Standards Act if the employee fails to achieve the required minimum number of regular hours. The Employer agrees to continue to follow the procedure contained in the collective bargaining unit agreement concerning assigned overtime.

**SIDE AGREEMENT**  
**VACATION, SICK LEAVE, AND HOLIDAYS PRIOR TO 1/1/2014**  
**BETWEEN THE**  
**LORAIN COUNTY BOARD OF COMMISSIONERS**  
**AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

**VACATION AND SICK LEAVE PRIOR TO JANUARY 1, 2014**

In consideration of the parties' agreement to switch from sick/incentive, vacation leave, and holidays to a paid-time off (PTO) system effective January 1, 2014, the parties hereby agree as that the provisions of Article 17 – Vacation, and Article 18 – Sick Leave/Incentive Leave/Bereavement Leave from the parties prior CBA (January 1, 2010 to December 31, 2012) shall remain effective until December 31, 2013.

The parties agree that prior to December 31, 2013 employees shall only be entitled to bereavement leave under Article 18 of the parties prior CBA.

The parties further agree prior to December 31, 2013, where a provision of this agreement references PTO leave that an employee may utilize vacation or incentive leave (e.g., court leave, low census days, etc.)

EXCAVATING, BUILDING MATERIAL, CONSTRUCTION DRIVERS, RACE TRACK EMPLOYEES,  
PUBLIC EMPLOYEES, MANUFACTURING, PROCESSING, ASSEMBLING AND INSTALLER EMPLOYEES,  
LAKE, GEauga, CUYAHOGA COUNTIES AND VICINITY, OHIO

**TEAMSTERS LOCAL UNION No. 436**

Affiliated with the International Brotherhood of Teamsters

6051 CAREY DRIVE • VALLEY VIEW, OHIO 44125 • (216) 328-1833 • FAX (216) 328-1513

PRESIDENT  
BUSINESS MANAGER  
GARY M. TIBONI

December 6, 2013

VICE PRESIDENT  
BUSINESS REPRESENTATIVE  
CHRIS PAVONE

SECRETARY TREASURER  
BUSINESS REPRESENTATIVE  
JACK FORTESQUE

State Employment Relations Board

65 East State Street, 12th Floor

Columbus, Ohio 43215-0213

RECORDING SECRETARY  
OFFICE MANAGER  
MARY L. ZART

TRUSTEE  
BUSINESS REPRESENTATIVE  
JOHN G. GOLISH

Dear Sir/Madam:

TRUSTEE  
BUSINESS REPRESENTATIVE  
DENNIS KASHI

For your files, enclosed please find a signed copy of the current collective bargaining agreement between the Teamsters Local Union No. 436 and the following company(s):

TRUSTEE  
FRED CROW, JR.

1. Lorain County - Nursing Home
2. Lorain County - LPN Unit

Please do not hesitate to contact my office if there are any questions regarding the enclosed.

Sincerely,

*Mary M. Tiboni*  
Gary M. Tiboni  
President

GMT:pb

(Enclosure)

