

Signed Agreement  
5-12-14

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2975-01

AGREEMENT

between

BUTLER COUNTY CARE FACILITY,  
BUTLER COUNTY BOARD OF COMMISSIONERS

and

UNITED STEELWORKERS,  
AFL-CIO, CLC, LOCAL 5541

2013-MED-07-0849

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STATE EMPLOYMENT  
RELATIONS BOARD

Effective through October 9, 2015

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**ARTICLE 1**  
**RECOGNITION - THE COLLECTIVE BARGAINING UNIT**

1. The Butler County Board of Commissioners and the Butler County Care Facility (collectively, the "Employer," the "BCCF" or "Care Facility" or the "County Home") recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO-CLC, and its Local 5541 (collectively, the "Union"), as the sole and exclusive collective bargaining representative of permanent employees of the bargaining unit with regard to wages, hours, and terms and conditions of employment. The bargaining unit, as certified by the State Employment Relations Board in Case No. 01-REP-08-0193, is as follows:

**Included:** All full-time and permanent part-time State-Tested Nursing Assistants (STNAs), Non-Certified Nursing Assistants, Licensed Physical Therapy Assistants (LPTAs) and Certified Occupational Therapy Assistants (COTAs), Dietary employees, including Cooks, Ward Clerks, Drivers, Non-Certified Adult Day Care employees, Maintenance employees, Activities Assistants, Housekeeping and Laundry employees.

**Excluded:** All Registered Nurses (RNs), Licensed Practical Nurses (LPNs), County Home Administrator, County Home Assistant Administrator, Director of Nursing, Assistant Director of Nursing, Physical Therapist, Occupational Therapist, Office Manager (Physical Therapy Department), Admissions Director, Social Services Director, Social Services Assistant and all Social Workers, Activities Director, Maintenance Director, Housekeeping/Laundry Director, Housekeeper Supervisor, Laundry Supervisor, Dietician, Adult Day Services Director, In-Service Coordinator, Marketing/Admission Coordinator, Medical Records Coordinator, Quality Assurance Coordinator, Kitchen Manager, Supply Clerk, all Receptionists, Accounts Receivable, Accounts Payable and other office/clerical employees, confidential employees, casual employees, all management-level employees, students, and supervisors as defined in the Act.

2. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.
3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by the Agreement, as defined in Section 1 of this Article.

**ARTICLE 2**  
**UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS**

1. Upon reasonable notification to a Management representative on the premises, a nonemployee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired.

## AGREEMENT

AGREEMENT made and entered into this 31<sup>st</sup> day of March, 2014, by and between **THE BUTLER COUNTY BOARD OF COMMISSIONERS, BUTLER COUNTY CARE FACILITY** (the "Employer," "County," "BCCF," or "Management") and **THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO, CLC**, on behalf of **LOCAL 5541**, (the "Union" or "USW") acting herein on behalf of the Butler County Care Facility in the bargaining-unit certified by the State Employment Relations Board, as hereinafter defined, collectively designated as the "Employees."

### WITNESSETH:

**WHEREAS**, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Butler County and to set forth herein their agreement covering wages, hours, and conditions of employment, as well as to provide a procedure for the prompt and equitable resolution of grievances; and

**WHEREAS**, the parties recognize that any increases in wages and benefits must be consistent with the financial resources available to the Butler County Care Facility and the efficiency of its operations, and that the future of the Care Facility will rest heavily upon the ability of the parties to work cooperatively to provide high quality care in a cost-effective manner, to improve the use of technology, and to maintain the staffing needed to care for our residents, and to this end, the Employer and the Union pledge their full cooperation and support;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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2. The Employer shall provide a bulletin board that can be locked, which shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of the board in the Care Facility. The Unit President shall receive the keys. The Employer may remove any notice posted which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.
3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.
4. The Union agrees to provide the Employer with:
  - (a) The name, address, and telephone number of the Staff Representative who will act as representative for the Union local; and
  - (b) The names, addresses, and positions held of the Unit President, Unit Secretary, Unit Griever, and each steward or other officer.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

5. Upon request of the Unit President or designated staff representative, the Employer shall provide to the Union an updated list of the home addresses and telephone numbers of all members of the Union in order to allow the Union to communicate with its members. It shall be the Employee's responsibility to notify the Care Facility of any change in this information as soon as possible.
6. No Union business may be conducted during work time without the prior approval of the County Home Administrator, or his or her designee, or as otherwise provided herein.
7. Employees, officers, or stewards whose attendance is reasonably required at meetings with management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift, but shall receive no pay for any portion of a meeting or hearing attended on behalf of the Union outside of scheduled work hours. Management retains the right to propose meeting times outside normal working hours.
8. The Union agrees to defend, indemnify, and hold harmless the Employer and its officials, employees, and agents from any and all claims, demands, suits, charges, or other forms of liability, monetary or otherwise, and for all legal costs, resulting from any claim of a failure of the Union to fulfill its duty to fairly represent all members of the bargaining unit pursuant to Section 4117.11(B)(6) of the Revised Code.
9. Notwithstanding any other provision of Ohio law, including Section 9.84 of the Revised Code, an Employee entitled to representation in any investigation, meeting, hearing, or proceeding under the collective bargaining agreement shall be entitled to Union representation but not any other counsel or representative not authorized by the Union. This

limitation on outside counsel or representation does not apply to administrative hearings or court proceedings outside of the collective bargaining agreement.

10. In any United Way campaign at the Butler County Care Facility, the Unit President or his or her designated representative shall co-chair the campaign with the County Home Administrator or other management designee. The Union shall be given equal recognition for its efforts in the campaign.

### **ARTICLE 3** **DUES DEDUCTION**

1. The Employer shall deduct dues from the paycheck of Employees upon submission of a dues checkoff card signed by the Employee. Employees who chose to join the Union within the first thirty (30) days after hire will have dues deducted effective the first pay period after the new Employee has worked thirty (30) calendar days. Amounts deducted shall be remitted to the United Steelworkers of America at the address specified by the Union.
2. The Employer shall deduct dues on a bi-weekly basis. If an Employee is in arrears for dues owed, the Employer will make successive deductions until the amount to be deducted has been satisfied. Each payment to the Union shall identify the Employees for whom dues payment is being made, and the name of any Employee whose name has been dropped from the prior checkoff list with the reasons for the omission.
3. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.
4. The Employer shall be relieved from making dues deductions upon:
  - (a) termination of employment, or
  - (b) transfer to a job other than one covered by the bargaining unit, or
  - (c) lay off from work, or
  - (d) an agreed leave of absence, or
  - (e) written revocation of the check-off authorization by the Employee.
5. This deduction of dues payments to the Union may only be revoked by the Employee during any thirty (30) to forty-five (45) day period prior to the expiration of the collective bargaining agreement with the Employer by the Employee giving written notice to the Union and the Employer. The dues deduction shall continue after revocation of membership and shall not terminate until thirty (30) days after receipt of said timely notice by the Union or termination of any current collective bargaining agreement, whichever is later.
6. The Employer will notify the Union staff representative of all new hires within the bargaining units within ten (10) days after the Employee commences work, and shall furnish to the Union the Employee's name and position for which the Employee was hired.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

1. Except as otherwise specifically provided in this Agreement, management possesses the sole and exclusive right and responsibility to operate and direct the Employees of the Butler County Care Facility and its various departments, including, but not limited to, the right of management to:
  - (a) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, including wages, utilization of technology, subcontracting, and organizational structure;
  - (b) suspend, discipline, demote, or discharge for cause, or to direct, supervise, assign, reassign, schedule, evaluate, hire, lay off, transfer, promote, or retain employees;
  - (c) maintain and improve the efficiency and effectiveness of the Employer's operations, including establishing work and productivity standards;
  - (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
  - (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies and procedures;
  - (f) determine the duties to be included in all job classifications;
  - (g) determine the overall mission of the Employer as a unit of government;
  - (h) effectively manage the work force; and
  - (i) take actions to carry out the mission of the Employer as a governmental unit.
2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein traditionally exercised by the Employer.
3. Notwithstanding the provisions of Section 4117.08 of the Revised Code, during the term of this Agreement the Employer is not required to bargain on any subjects, including but not limited to those enumerated above, reserved to and retained by the Employer under this Article or the remainder of this Agreement. This provision does not relieve the Employer of the obligation to bargain with the Union with respect to any proposed modifications of this Agreement, to the extent required by Ohio law.

**ARTICLE 5**  
**SUBCONTRACTING**

1. The Employer agrees that prior to implementing any decision to subcontract or contract out work of bargaining-unit Employees, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer shall meet, confer, and bargain with the Union regarding the decision, provided that the decision is motivated in substantial part by labor costs. This provision is not otherwise intended to limit the Employer's right to subcontract or contract out work or operations as provided in Article 4 (Management Rights), Section 1(a).

2. Regardless of the reason for any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer agrees to meet, confer, and bargain with the Union with regard to the effects of such decision on the Employees.
3. If in the course of implementing a decision to subcontract work, the Employer transfers or reassigns an Employee to another classification or job assignment with the same or higher rate of pay, such transfer or reassignment shall not be considered a layoff within the meaning of this Agreement.

## **ARTICLE 6**

### **NO DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner which would violate applicable law on account of race, color, religion, creed, national origin, sex, age, military status or disability. The Union and the employer shall share equally the responsibility for implementing this Article of the Agreement.
2. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.
3. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or nonmembership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union, provided such activity complies with the law and this Agreement.
4. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate known disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

## **ARTICLE 7**

### **SENIORITY**

1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as a permanent, full- or part-time Employee in the service of the Butler County Care Facility. Once continuous service is broken, the Employee loses all previously accumulated seniority.

Seniority shall apply for layoff and recall, vacation scheduling, and as otherwise provided in this Agreement.

2. Accrual.

- (a) After the Employee successfully completes the initial probationary period, the Employee's seniority shall be retroactive to the first day the Employee reported for work.
- (b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months provided that the employee returns to work immediately following the expiration of such leave of absence.
- (c) Seniority shall accrue during the first two (2) years of any layoff, provided that the Employee returns to work immediately following the expiration of such layoff.

3. Loss of Seniority. Except as otherwise provided herein an Employee's seniority shall be lost and employment terminated when he or she:

- (a) terminates voluntarily, including retirement;
- (b) is discharged for just cause;
- (c) is employed for pay by another employer without the County's express permission while on a leave of absence other than for approved vacation time or union-related leave, and any such unauthorized work on leave shall be construed as a voluntary resignation;
- (d) exceeds an official leave of absence or gives a false reason for such leave;
- (e) is laid off for a period of more than two (2) years;
- (f) is absent without leave or notification for three (3) consecutive, scheduled work days or more;
- (g) fails to qualify for return from disability separation within two (2) years after the expiration of the sick leave without pay as provided in Article 26 (Sick Leave), Section 7 of this Agreement;
- (h) fails to notify the Employer of his or her intent to return to work on a recall from layoff as otherwise provided herein at Article 16 (Layoffs), Section 2.

4. The Employer shall provide the Unit President and post at the Care Facility a seniority roster listing each Employee and the date on which his or her seniority commences under this Article during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the County Home Administrator, in writing, of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is forever waived, and any waived claim of error may not be raised in subsequent postings.

5. Following the expiration of the thirty-day objection period in Section 4, the Employer shall provide the Local Union president with a copy of the final seniority roster with any corrections, and a copy of the corrected list shall be posted at the Care Facility. The Unit President may request a copy of the list at any time.

6. In the event two (2) or more Employees commence work on the same day, the Employees shall draw lots to break the tie in seniority. If a tie in seniority later arises (because of a break

in continuous service or any other reason), the Employees affected shall draw lots to break the tie in seniority at the time that it would affect their rights under this Agreement.

## **ARTICLE 8** **JOB POSTINGS**

1. When a vacancy occurs for a bargaining-unit position, the Employer shall post for seven (7) calendar days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the shift and hours assigned to the position, the rate of pay, the location and person to whom applications must be made, the date of posting, and the final date on which applications will be accepted. The Employer shall provide a copy of this posting to the Local Union president.
2. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period.
3. The Employer will decide, in its sole discretion, when a vacancy exists and whether to reassign an Employee within a classification prior to filling the vacancy. When the Employer posts a vacancy, Employees already within that classification who wish to be reassigned to a different shift may submit a written request for shift reassignment, and the Employer may grant the request before considering applicants from outside the classification. Following a job posting, if the Employer decides to allow Employees to move to a different shift within their classification, the Employer shall offer the shift transfer to the Employee with the greatest seniority, unless the Employer provides a written notice to the Employee and Union of an operational need or performance issue that would make the transfer inappropriate. If Employees transfer to different shifts, the Employer may re-post the vacancy to reflect the correct shift of the ultimate vacancy. The bidding procedure as described herein shall only apply to bargaining unit vacancies. The Employer shall not appoint an intern or seasonal employee to a permanent, full-time or part-time position within the bargaining unit without posting the position as provided in this Article.
4. The applications timely filed will be reviewed by the Employer. The Employer is not required to consider any application submitted after the posting period nor any applicants who do not meet the minimum qualifications for the position. The Employer shall make the selection for bargaining unit positions on the basis of skill, experience, prior job performance, and the ability to perform the new job in question. If, in the judgment of the Employer, the qualifications set forth in this section of two (2) or more applicants are equal, seniority shall govern, subject to the grievance and arbitration provisions of Section 6 of this Article. The Employer shall post a notice of the person awarded the position within seven (7) calendar days after the successful candidate has been notified..
5. The Employer shall determine whether those applicants who are currently employed are qualified, pursuant to the criteria of Section 4, before considering the applications of persons outside of the Butler County Care Facility, including other Butler County offices, departments, and agencies. The Employer may consider outside applicants for positions for which no currently employed applicant is qualified pursuant to the criteria of Section 4,

provided that such outside applicants meet the posted, minimum qualifications for the position. Nothing in this Article prohibits the Employer from offering current Employees the training necessary to qualify them for promotion or transfer. In determining who would be offered training under this Section, the Employer will consider seniority together with other factors including the basic physical and mental ability to perform the work available. The decision whether an Employee possesses the minimum qualifications will not be made in an arbitrary or capricious manner. Employer agrees to consult bargaining unit in selection of candidates to be trained. The Employer's decision whether or not to offer training to an Employee who does not meet the minimum qualifications, however, is not subject to the grievance and arbitration procedure.

6. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show by clear and convincing evidence that the Employer abused its discretion.
7. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position as outlined in this Article.
8. The Employer is not required to accept applications from Employees still serving an initial probationary period.
9. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public employees in the Ohio Revised Code and the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions, including any requirement for civil-service testing for appointments to positions in the bargaining unit, other than original appointments.

## **ARTICLE 9**

### **PROBATIONARY EMPLOYEES**

1. Newly hired full-time Employees shall be considered probationary for a period not to exceed ninety (90) calendar days as set forth and defined in the rules, regulations, policies, and procedures of the Employer. Part-time employees' probationary time served shall be prorated based upon the number of actual days worked up to a maximum of one hundred eighty (180) calendar days. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work.
2. During the initial probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.
3. All promotions or voluntary lateral or demotional transfers to a different classification within the unit described in this Agreement shall be probationary for a period not to exceed one

hundred twenty (120) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote or transfer the probationary employee to the position from which he or she was promoted, and such demotion or transfer shall not be subject to the grievance and arbitration provisions of this Agreement.

4. The period of any probationary period under Sections 1 and 3 may be extended, in the discretion of the Employer, for the period of the Employee's absences during such probationary period, provided such absences were for at least ten (10) scheduled work days in the aggregate. Further, upon notice to the Union and the affected Employee, the Employer may extend any probationary period, for a period not to exceed ninety (90) additional calendar days, up to a maximum of one hundred eighty (180) calendar days, in order to provide the Employer an additional period of time to evaluate the Employee's performance.

#### **ARTICLE 10** **PERFORMANCE EVALUATIONS**

1. An Employee may review an unsatisfactory evaluation with the Employee's supervisor, the Department Head, and the County Home Administrator (or the Administrator's designee), and the Employee may choose to be accompanied by a Union representative for such meetings. The Employee shall also have the right to make written objections to be included in his or her personnel file. If the Employee wishes, he or she may send a copy of the written objections to the County Home Administrator.
2. The Employee shall sign the evaluation form to indicate that he or she received and reviewed it. Above or below the space for the Employee's signature on the form shall appear this legend: "Your signature indicates that you have received and reviewed the evaluation, but not necessarily agreement with its contents."

#### **ARTICLE 11** **NO STRIKE OR LOCKOUT**

1. No Employees, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.
2. The Union, its officers and agents, shall not in any way authorize, assist, encourage, or participate in any strike, sympathy strike, slowdown, sit-in, cessation, stoppage, or refusal to perform work.
3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
  - (a) publicly disavow such action by the Employees;

- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
  - (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
  - (d) post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.
4. The Employer agrees that it will not lockout Employees during the term of this Agreement, and the Union and Employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.
  5. In addition to any other rights or remedies provided by law, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedures of this Agreement, for a violation of his or her obligations under this Article.
  6. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE 12**  
**DISCHARGE AND DISCIPLINE**

1. The Employer shall have the right to discharge, reduce (demote), suspend, or discipline any Employee for just cause.
2. In the event of a suspension, reduction (demotion), or discharge, the grievance and arbitration procedures of this Agreement shall be applicable.
3. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, of any discharge, reduction, suspension, or written reprimand. If the Union desires to contest a suspension, reduction, or discharge it shall file a grievance with the Employer within a period not to exceed ten (10) calendar days from the date of the above notice, as provided below. This written notice shall be included in the Employee's personnel file, together with any subsequent decisions under the grievance and arbitration procedures. In the event that such a grievance is timely filed, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 3 of the grievance procedure, subject to the right of the Employer to limit any evidence to new documents or testimony, in order to avoid duplication of the predisciplinary hearing.
4. When a written reprimand is issued, the Employee shall sign to indicate receipt of the reprimand, and above the Employee's signature, the reprimand shall contain this legend: "The Employee's signature indicates receipt but not necessarily agreement with the contents of this written reprimand." If an Employee disputes a written reprimand, he or she may submit a written response or rebuttal, which shall be included in the Employee's personnel file. No verbal or written reprimand is subject to the grievance and arbitration procedures of this Agreement. In addition to the option of a written rebuttal, the Employee may request a meeting to review the reprimand with the County Home Administrator, Department Head,

and Supervisor, and may be represented by the Union at that meeting. Following that meeting, the County Home Administrator may rescind, modify, or affirm the reprimand. Any written rebuttal or request for a meeting to review the reprimand must be submitted within ten (10) calendar days of the Employee's receipt of the reprimand.

5. Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The County Home Administrator or his or her designee shall conduct this predisciplinary hearing. If, in the Employer's judgment, the presence of the Employee pending the outcome of the predisciplinary hearing might create disturbance or negative impact in the workplace, the Employer may place the Employee on suspension, with or without pay, pending the outcome of the hearing. The Employee may be represented in a predisciplinary hearing pursuant to Article 2, Section 9 of this Agreement.
6. As provided by Ohio law, the Employee may, upon request, be accompanied by a Union representative in any pre-disciplinary hearing, meeting where discipline is issued, including a formal verbal or written reprimand, or investigatory interview where the Employee is the subject of possible disciplinary action. This section is not intended to create rights to representation beyond what is provided under Chapter 4117 of the Ohio Revised Code. The Employee may be represented by the Union or may proceed without representation as provided by Ohio law, but in no event may the Employee be represented by other counsel or representatives without the Union's approval.
7. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due the Employee, less any deduction for County property not returned or debts pursuant to law or this Agreement. Employees are responsible to retain and return County equipment and property issued to them.
8. (a) For the purposes of this Article only and any grievance or arbitration proceeding relating to disciplinary action taken thereunder, records of disciplinary actions shall not be admissible in any grievance and arbitration proceeding involving the disciplined Employee after the time periods stated below, provided that the Employee has received no further discipline during the specified period.
  - (1) Verbal and written reprimands - six (6) months
  - (2) Suspensions of two days or less - one (1) year.
  - (3) Suspensions of more than two (2) days, disciplinary demotions or reductions, or other disciplinary action - two (2) years.
- (b) No record of discipline for theft; falsification of records; insubordination; destruction of Employer equipment, property, or records; or mistreatment of residents, members of the public, or other employees, shall be subject to the bar on consideration in future discipline cases under subsection (a).

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions of the Ohio Revised Code and the rules of the Ohio Department of Administrative Services and the State Personnel Board of Review regarding any and all matters subject to the grievance and arbitration procedures of this contract or otherwise made subject to this Agreement.
2. All grievances must be in writing and must contain the following information to be considered:
  - (a) the grievant's name and the signature of the grievant or Union representative;
  - (b) the grievant's classification;
  - (c) the date the grievance was first discussed at the Informal Step;
  - (d) the name of the supervisor with whom the grievance was discussed at the Informal Step;
  - (e) as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;
  - (f) the specific provisions of the Agreement alleged to have been violated; and
  - (g) the remedy sought to resolve the grievance.
3. A grievance shall be processed and disposed of in the following manner:

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her immediate supervisor and attempt to resolve the matter informally. The Employee must expressly inform the supervisor that this conversation is the Informal Step of a grievance. The Employee may request that a steward or the Local President member of the Grievance Committee be present during this discussion.

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date when the Employee or the Union knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Employee's department head. The Employer shall give its answer to the Employee or his or her Union representative within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to continue to seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the County Home Administrator or his or her designee. At this time, the County Home Administrator or designee will schedule a meeting, at which a local or international representative of the Union may be in attendance and if both parties agree, witnesses and evidence may be presented which relate to a resolution of the grievance. In the case of disciplinary grievances, the Employer may limit such evidence and witnesses to new information not presented

during a predisciplinary hearing. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days of presentation or the meeting at which it is heard, whichever is later.

Step 3: Within thirty (30) calendar days of the Step 2 written response, either party may forward the grievance to arbitration by serving a Demand for Arbitration as provided in Article 14 (Arbitration). The parties may agree, in a particular case, to request the assistance of a mediator prior to proceeding with the arbitration hearing, provided that the party invoking arbitration must still file the Demand for Arbitration within the time limits and in the method provided in Article 14 (Arbitration). In any such mediation, the parties shall share any fees and expenses of the mediator equally. The parties must agree on the selection of a mediator, or agree to a mechanism for selection using an organization such as the American Arbitration Association, the Center for Dispute Resolution, the State Employment Relations Board, or the Federal Mediation and Conciliation Service. Either party may decline a request for mediation, or terminate mediation proceedings at any time. Further, the mediator shall have no power to decide the case or to compel either party to reach agreement or make a concession, and no offers, compromises, or discussions that arise during any mediation session shall be admissible in a subsequent grievance, arbitration, or fact-finding proceeding.

4. In the event no appeal of a grievance is taken within the time limits specified herein, including any extensions to which the parties agree under Section 6 of this Article, that grievance shall be deemed resolved on the basis of the Employer's last answer and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
5. Any grievance not answered by the Employer within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.
6. A time limit under this Article may be extended by the mutual agreement of both parties in writing.
7. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction, or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure. After completion of the Informal Step, the next step for safety-related grievances shall be Step 1.
8. Where a group of Employees desire to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select an Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance at Step 1.
9. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose. Verbal and written reprimands shall not be subject to the arbitration procedure.

10. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
11. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

#### **ARTICLE 14** **ARBITRATION**

1. A grievance as defined in Article 13 (Grievance Procedure) which has not been resolved thereunder may, within thirty (30) calendar days after the completion of Step 2 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Federal Mediation and Conciliation Service (FMCS), with a copy of said notice to the other party. The service of such a Demand for Arbitration does not preclude the voluntary mediation procedure set forth in Article 13, Section 3, Step 3. The arbitrator shall be selected from a panel of nine (9) arbitrators furnished by the FMCS, with the parties alternately striking names from the list until only one name remains. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, either party may reject the entire list one (1) time each and request another list from FMCS. The party rejecting the list shall pay any costs involved in obtaining another list of arbitrators. The arbitration and selection of the arbitrator shall be conducted in conformity with FMCS rules.
2. The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union or the Employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.
3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
4. The award of the arbitrator hereunder shall be binding upon the Employer, the Employees, and the Union.
5. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in Article 4 (Management Rights), the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided that such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible

under this Agreement. This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

## **ARTICLE 15** **CLASSIFICATIONS**

1. The Employer is hereby designated as the issuing agency for all classifications and position descriptions within the bargaining unit. Notwithstanding any provision of the Revised Code or the rules of the Ohio Department of Administrative Services, the Employer shall not be required to file with or seek approval from the Ohio Department of Administrative Services or the Secretary of State for such position descriptions or classification specifications.
2. In the event the Employer creates a new classification, or substantially changes an existing classification, the Employer agrees to meet and bargain with the Union with regard to:
  - (a) whether the classification is within or excluded from the bargaining unit; and
  - (b) if the classification is within the bargaining unit, the rate of pay and hours of work of such classification.

Pursuant to Ohio law, the State Employment Relations Board retains the ultimate jurisdiction to determine whether classifications are within or excluded from the bargaining unit.

3. If the parties are not able to agree on the rate of pay, the Employer shall set the rate of pay; provided, however, that the Union shall have recourse through the grievance and arbitration procedure to challenge the Employer's determination. In any such grievance or arbitration proceeding, the Union shall bear the burden of proof to show that the Employer's decision constitutes abuse of discretion. This provision does not require the Employer to bargain with the Union regarding changes to the minimum qualifications in classification specifications, provided that the Employer shall give the Union notice of such changes and that the new minimum qualifications are not applied to disqualify any Employees who are then holding such classification, unless such new qualifications are required by law. Such changes shall be discussed with the Union prior to implementation.
4. An Employee or the Union may submit a written request for reclassification to the Assistant County Home Administrator, who shall review and investigate the request. The request shall specify:
  - (a) The classification in which the Employee currently serves;
  - (b) The reasons for and any information supporting the request for reclassification; and
  - (c) The classification to which the Employee seeks to be assigned.

5. The Assistant County Home Administrator may, in his or her discretion, perform a job audit or otherwise gather information regarding the request. The Assistant Administrator shall report his or her recommendation to the County Home Administrator no later than thirty (30) calendar days after the request for reclassification was filed, with a copy to the Employee.
6. The County Home Administrator shall issue a written determination granting or denying the request within seven (7) calendar days after receiving the Assistant Administrator's report and recommendation.
7. Any time limit of this Article may be extended by agreement of the parties.
8. Job audit determinations are subject to the grievance and arbitration procedures of this Agreement. In any such grievance or arbitration proceeding, the burden is on the Union to show by clear and convincing evidence that the Employer's determination was an abuse of discretion. It is the intent that this procedure is the sole procedure regarding such job audit and reclassification requests, and the Ohio Department of Administrative Services and State Personnel Board of Review have no jurisdiction over such requests or appeals.

## **ARTICLE 16**

### **LAYOFFS**

1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for reasons including, but not limited to, lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer.
  - (a) The Employer shall determine in which classification(s) and employment status the layoffs will occur. Within each affected classification, the layoff shall occur by inverse seniority; provided, however, that Employees shall be laid off in the following order:
    - (1) Temporary Employees;
    - (2) Seasonal Employees;
    - (3) Intermittent Employees;
    - (4) Voluntary Layoff employees
    - (5) Probationary Employees;
    - (6) Permanent part-time Employees who have completed their probationary periods; and
    - (7) Permanent, full-time Employees who have completed their probationary period, in order of inverse seniority.

The employer and union agree to upon ratification of this collective bargaining agreement write a mutually agreeable notification letter to be signed by an employee executing Voluntary layoff which explains severability in accordance to article 7.3 loss of seniority

- (b) An affected Employee may displace (bump) less senior Employees in a lower-level position in the same classification series or a classification in which the Employee served within the preceding five (5) years or currently holds a valid certification, provided the Employee is presently qualified as determined by the Employer. For purposes of this Article, "qualified" shall mean that the Employee can assume the full duties and responsibilities of the position without further training, and possesses all certifications or licenses required by the Employer or the State of Ohio.
  - (c) The order of layoff in each of the above categories shall be determined by least seniority.
- 2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:
  - (a) The Employer shall send the notice by certified or registered mail at least fourteen (14) calendar days prior to the effective date of the action to the Employee's last known address; or
  - (b) The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.
- 3. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series or a classification in which the Employee served within the preceding five (5) years provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work, as defined in Section 1. Classification series are set forth in Appendix I to this Agreement. Employees displaced pursuant to this provision may in turn displace the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work, as defined in Section 1. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off. Employees must exercise any bumping rights within three (3) calendar days of receiving notice of layoff. If the third day falls on a Saturday or Sunday, the Employee must notify the assigned Nursing Supervisor on duty.
- 4. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a classification may result in the reassignment of Employees to different job assignments within their respective classifications, and reassignment of hours and days of work, and that no such reassignment is considered a layoff. If an Employee is moved to a different shift under this Section, that Employee shall be eligible to be reinstated to his or her prior shift before recalling any laid-off Employee to that particular shift, and such reinstatement will be offered in order of seniority.
- 5. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently

qualified to perform the work in that classification, as defined in Section 1. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union or by telephone call to the Employee with a Union representative present or participating in the call, provided that the Employee must notify the Employer of his or her intention to return within three (3) calendar days after receiving notice of recall, or the right of recall is waived. Further, the Employee shall actually report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his/her latest mailing address.

6. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots to determine the order of layoff or recall.
7. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, however, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishment, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to lay off or abolish positions, provided that the decision was, in fact, based on one of the grounds stated in Section 1 of this Article.
8. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement, notwithstanding any contrary provision of the Revised Code or rules of the Department of Administrative Services.

#### **ARTICLE 17** **PERSONNEL RECORDS**

1. Within a reasonable time of a request, not to exceed three (3) business days, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:
  - (a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.
  - (b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.
  - (c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

2. Employees shall receive a copy of any warnings, reprimands, orders of discipline, commendations, or performance evaluations placed in their personnel files after the effective date of this Agreement.
3. The County shall allow the Union to have access to relevant information in Employee personnel files to the extent necessary for processing grievances or performing its obligations under this Agreement. If the information is excluded from the definition of "public records" under Ohio law, the Union may have access to this information only with the Employee's permission.

**ARTICLE 18**  
**LABOR-MANAGEMENT COMMITTEE**

1. Meetings will be scheduled at the request of either party (Union or the Employer) to discuss problems of concern of the parties in the Labor Management area.
2. The Labor Management Committee is to consist of no more than four (4) designated committee members, three of whom shall be the Unit President, the Unit Secretary, and the Unit Griever, and a Staff Representative, from the Union, if requested, and no more than four (4) representatives appointed by the Employer.
3. Prior to the meeting, the party requesting the meeting shall submit a proposed agenda to the other party, and the Union shall notify the Employer of the bargaining unit Employees to attend, not to exceed three (3) Employees. The other party may also submit agenda items to be considered. The parties shall consider, in alternate order, the consecutively placed items from each list. This language does not prevent the parties from discussing and acting upon issues that may arise during the meeting.
4. Upon the request of either party, the Union and Employer may review, through the Labor-Management Committee, any issues relating to compliance with civil rights laws and assuring the employment of a diverse workforce representative of the community. The Union may, in its discretion, appoint special representatives to meetings of the Labor-Management Committee for purposes of these discussions.

**ARTICLE 19**  
**HEALTH AND SAFETY**

1. It is the responsibility of the Employer to provide reasonably safe working conditions in compliance with applicable requirements of federal and state law. It is the duty of the Employees to comply with all safety rules, regulations, and procedures promulgated by the Employer.
2. In the event an Employee believes that the physical facility, equipment, or furnishings are in an unsafe condition, or that he or she is otherwise exposed to an unsafe condition in the

course of employment, he or she shall report the unsafe condition to the immediate supervisor, or, if the supervisor is unavailable, to the Department Head, the Assistant Administrator, or the County Home Administrator. The Employer shall determine what action shall be taken in response to any claim under this Section, and endeavor to correct any unsafe working condition as soon as practicable.

3. The Employer shall provide Employees with the protective devices, clothing, and other equipment necessary to preserve health and safety consistent with applicable state occupational safety and health standards.
4. Failure of the Employer to correct an unsafe working condition shall be subject to the grievance procedure. After completion of the Informal Step, the next step for safety-related grievances shall be Step 2. The grievance procedure shall be the Employee's sole recourse for complaints of discharge or discrimination for asserting rights under the Ohio Public Employment Risk Reduction Act, under the provisions of Section 4167.13 of the Revised Code.
5. Employees shall report all on the job- or work-related illnesses or injuries to the RN Supervisor or the Employee's department head, as appropriate, before the end of the shift in which the Employee was injured or learned of the occupational illness. Employees who fail to report work-related injuries or illnesses promptly may be subject to disciplinary action.

## **ARTICLE 20**

### **SAFETY COMMITTEE**

1. In the interest of promoting safe working conditions, and in furtherance of the mutual obligations of the Employer, the Employees, and the Union under Article 19 (Health and Safety) of this Agreement, a joint Safety Committee shall convene, at a time and place agreed by the parties, to discuss health and safety concerns of either party. Unless the parties agree otherwise, the Safety Committee shall meet no less frequently than quarterly.
2. The Committee shall comprise an equal number of management and Union representatives, and shall be of a size determined by the parties. The Safety Coordinator shall serve as one of the Employer's members on the Safety Committee as well as the Chair of the Committee. Employee time spent attending meetings of the Safety Committee shall be compensated as hours worked, subject to the other provisions of Article 24 (Hours of Work and Overtime).
3. The Safety Committee may recommend to the County Home Administrator proposals not inconsistent with this Agreement regarding work methods, safety gear, and equipment to improve Employee safety, and additions to or changes in work rules or procedures regarding Employee safety. Any such recommendations shall be communicated to the County Home Administrator in writing. The adoption of such recommendations or proposals lies in the discretion of the Employer.
4. As provided by law, the Employer is responsible for issuing all necessary rules and procedures for employee health and safety, and for training and informing Employees on

those rules and procedures. Copies of these rules and procedures shall be distributed to Employees during these training programs, and shall be kept readily available for Employees throughout the Care Facility. Employees are responsible for becoming familiar with and complying with all health and safety rules, regulations, and procedures established by the Employer.

## **ARTICLE 21** **EVACUATION PROCEDURE**

The Employer shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected. Emergency procedure drills shall be conducted.

## **ARTICLE 22** **BREAK PERIODS**

1. The Employer shall, to the extent practicable, provide two fifteen (15) minute break periods in each completed, eight- (8-) hour work shift for full-time Employees, and three break periods for full-time Employees working a twelve- (12-) hour shift. The break period will be scheduled as authorized by the Employee's supervisor based upon the Employer's operational needs at the time. It is the intent of the parties that Employees will be granted breaks except where not possible based on operational needs, and that denial of breaks will be an unusual and exceptional circumstance. If Employees or the Union believe that breaks have been inappropriately denied, the Union may request a meeting of the Labor-Management Committee to discuss this concern. Breaks are provided for the convenience of the Employee, and no additional compensation or time off is due any Employee because of the inability of the Employer to grant a break during a particular work shift. If an Employee is not able to take a break at the assigned time, the Employer will endeavor to allow the Employee to take a break at a later time, subject to the standards of this Section.
2. Breaks may not be taken adjacent to the Employee's meal period or the beginning or the end of the work day. For Employees working double shifts, the Employee may, with appropriate notification, take one of the breaks in between the two shifts, provided that adequate staffing is maintained during shift transition and this break is a substitute for one of the other breaks, not an additional break period.
3. All Employees smoking shall be prohibited within the Butler County Care Facility, and any breaks for smoking must be taken outside the building, in areas designated by the Employer, and within meal times or the break times provided in this Article. The Employer will provide an awning and side wind-screens to create a sheltered area on the outside of the building. Employees who smoke are responsible for disposing of ashes and cigarette butts in a clean and safe manner, and without littering the grounds.

**ARTICLE 23**  
**TEMPORARY REASSIGNMENTS**

1. An Employee who is temporarily assigned to perform the duties of a classification with a pay rate higher than his or her own shall, after actually performing such duties for a full work shift, be eligible for a temporary pay adjustment to the starting pay rate of the classification in which the work is performed or a pay rate representing at least a five percent (5%) increase over the Employee's prior rate of pay, whichever is higher.
2. After completion of the full shift in the higher classification, the temporary pay adjustment shall be retroactive to the first day worked in the higher classification.
3. The one-shift period provided in Sections 1 and 2 shall commence when the Employee is directed by his or her Department Head or the County Home Administrator to assume the duties of the higher classification.
4. An Employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties required of the classification for the entire shift.
5. In no event shall an Employee's pay be reduced in the event of a temporary reassignment. This section does not apply to a demotion, reduction, suspension, or layoff.
6. The Employer shall not schedule Employees for temporary reassignment in an arbitrary or capricious manner with the intent to evade the obligation to give Employees who perform the duties of a higher classification for a full work shift the temporary pay adjustment provided in Section 1 of this Article.
7. If the Employee works overtime for work that is otherwise eligible for temporary reassignment pay under this Article, and the Employee is compensated in cash, the Employee will be paid for the hours actually worked in the higher classification at the adjusted rate rather than the regular rate, as provided in Article 24 (Hours of Work and Overtime).

**ARTICLE 24**  
**HOURS OF WORK AND OVERTIME**

1. The work period for Employees for overtime calculation purposes shall be eighty (80) hours in each biweekly pay period. The Butler County Care Facility has elected the optional, fourteen-day work period as provided in ' 7(j) of the Fair Labor Standards Act of 1938, 29 U.S.C. ' 207(j). The fourteen-day work period, for overtime calculation purposes, shall commence on Friday at 11:00 p.m. and conclude the second succeeding Friday at 10:59 p.m., or whatever other period is set by the Auditor's Office for payroll purposes.

2. The Employer shall set work schedules and starting times for all shifts, which shall remain flexible based upon the needs of the Employer. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency or improving services. If the proposed change is of a permanent nature, the Employer agrees to notify the Union and, upon the Union's request, meet and bargain with the Union regarding the proposed change. The Employer shall not restructure the work schedule of an Employee or Employees under this section with the intent to discipline an Employee.
3. (a) As provided under the provisions of the Fair Labor Standards Act of 1938, "hours worked" for purposes of overtime compensation only includes actual hours of work, and does not include sick leave, vacation leave, holiday leave, or compensatory time off, or any other form of paid leave in which no duties are performed. Hours worked shall also not include:
  - (1) Meal periods where the employee is not required to perform any duties and is granted permission to leave the facility;
  - (2) Travel time to and from the employee's home;
  - (3) On-call or stand-by time where the employee is merely required to leave information as to where he or she can be reached or wear a paging device; and
  - (4) Work performed contrary to the direction of the Employer.
- (b) An Employee whose hours worked, as defined by the Fair Labor Standards Act, total in excess of eight (8) hours in any work day or eighty (80) hours in a two-week pay period, shall, at the option of the Employer, either be paid cash at one and one-half times his or her regular rate or receive compensatory time off on the basis of one and one-half hours off for each hour of overtime worked.
- (c) There shall be no pyramiding of overtime, and no compensation at time-and-a-half rates shall be paid more than once for the same hours under any provision of this Agreement. For example, once an Employee has received time-and-a-half compensation for working more than eight (8) hours in a day, those same overtime hours will not be counted toward whether the Employee has worked more than eighty (80) hours in a biweekly pay period.
4. Nothing in this Agreement limits or restricts the Employer's rights regarding assignment of overtime, including the requirement for Employees to work overtime when needed to provide minimum staffing coverage. No Employee may refuse assigned overtime. For purposes of this Section, "overtime" includes extra hours of work for Employees in less-than-full-time status, irrespective of whether the extra hours are paid at straight time or premium rates under this Article.
  - (a) If unscheduled vacancies on a shift require assignment of overtime, the Employer shall first request volunteers from the preceding shift to remain at duty or from the following shift to come in early, when practicable, and thereafter may assign Employees to continue working to provide continuous coverage.
  - (b) If the Employer finds it necessary to assign overtime where the need is known prior to the day in question, the following procedures shall be used:

- (1) The Employer shall request volunteers from within the classification to work the overtime. The Employer shall post or circulate a list quarterly requesting volunteers interested in working overtime, and newly hired Employees shall be offered the opportunity to add their names to the list during orientation.
- (2) Each calendar quarter the Employer shall prepare, by classification and shift, a list of Employees in order of inverse seniority for use in mandatory overtime assignments under this subsection (3). These lists shall be updated as needed.
- (3) If not enough Employees accept opportunities to work overtime for a specific shift, then the Employer shall, offer the opportunity to employees outside the classification who are qualified to perform the work. If the Employer chooses to seek volunteers from outside the classification, the Employer shall first offer the overtime to bargaining-unit Employees before offering the overtime to non-bargaining unit employees by the following procedure. The employer shall establish monthly call in sheets and no call sheets. Employees who want the opportunity to work extra hours will sign up on the call in sheet. Employees who do not want to be called for additional work opportunities will complete the no call sheet. The employer will on an equitable and rotating basis call employees on the call in sheet before calling employees on the no call sheet if there are still not enough volunteers, the Employer shall assign the overtime to the next occurring name on the mandatory overtime list, restarting each quarter with the least senior Employee on the list. An Employee who actually works the overtime shall drop to the bottom of the list, and the next name shall be assigned overtime if necessary during that calendar quarter. The Employer may, in its discretion, move to the next name on the list when the Employee has committed to travel plans for which the Employee will lose money for changes or cancellations, such as airline tickets.
- (4) For three-shift classifications, involuntary overtime assignments shall be assigned as follows in the event not enough Employees volunteer to work:
  - (i) For first shift, from the list of third-shift Employees in that classification scheduled to work that day.
  - (ii) For second shift, from the list of first-shift Employees in that classification scheduled to work that day.
  - (iii) For third shift, from the list of second-shift Employees in that classification scheduled to work that day.
- (5) For two-shift classifications, involuntary overtime assignments shall be assigned as follows in the event not enough Employees volunteer to work:
  - (i) For first shift, from the list of second-shift Employees in that classification scheduled to work that day.
  - (ii) For second shift, from the list of first-shift Employees in that classification scheduled to work that day.

- (6) For single shift classifications, when insufficient Employees volunteer to work needed overtime, the Employer shall assign the overtime to the next occurring name on the quarterly rotating list prepared under subsection b(2), starting each quarter with the least senior Employee on the list.
  - (c) During the term of this Agreement, the Employer and the Union may agree, through the Labor-Management Committee, to assign mandated overtime in a different manner for a particular classification of Employees, shift, or other portion of the BCCF's operations.
5. Compensatory time off must be requested in advance and its use on a particular date is subject to the Employer's approval. Compensatory time off will be allowed to be used within a reasonable time of the Employee's request for the time off, not to exceed forty-five (45) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than one hundred twenty (120) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the one hundred twenty- (120-) hour limit shall be paid in cash for additional overtime worked. Additionally, any compensatory time may be converted to and paid as cash overtime at the Employer's option. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.
6. It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.
7. This Article is intended to be used as the basis for computing overtime and shall not be construed to limit other rights granted to management in this Agreement.
8.
  - (a) Call-out time shall be defined as work assigned by the Employer that has not been scheduled in advance and is performed at a time disconnected, at the beginning and end of such work, from the Employee's normal hours of work. If the Employee is required to respond in person at another location, the Employee shall receive pay for actual hours worked at the applicable rate under this Article or four (4) hours pay at the Employee's straight-time rate of pay, whichever is greater.
  - (b) If an Employee is required to report to work at time disconnected from the beginning and end of the Employee's normal work shift, and this assignment is scheduled in advance, the Employee shall receive pay for actual hours worked at the applicable rate under this Article or two (2) hours pay at the Employee's straight-time rate of pay, whichever is greater.
9. Nothing in this Article shall be construed to guarantee any Employee a certain number of hours of work in a pay period or work day. For example, the Employer may schedule Employees off on days when a decline in the daily census of patients within the Butler

County Care Facility means that fewer staff are needed, in management's judgment, to attend to the residents. This procedure may also be used in times of temporary budget shortfalls in order to avoid layoffs. Such temporary reductions in scheduled hours are referred to as "low-census days." The Employee has the option to use available compensatory time off or vacation leave to provide pay for such low-census days, but if necessary, the Employee may be placed on leave without pay, at the Employer's option. The parties understand that the option to reduce staff temporarily during low-census periods is intended to reduce the possibility of permanent Employee layoffs or job abolishments.

10. Employees shall be provided a meal period of thirty (30) minutes in each work shift. Employees shall not be paid for their meal time. They must advise their supervisor that they are leaving on meal break and sign out for lunch (date and time indicated on sign-out sheet). Thirty minutes will be deducted from their time card for each 8 hour shift worked. If an unforeseen emergency, that will directly impact resident care interrupts the meal period, the employee will be credited the 30 minutes on their time card by way of a document signed by the R.N. Supervisor. Employees are expected to strictly observe the 30 minutes of their break time and abuse of the time will be dealt with under the progressive discipline policy according the Article 12 of this CBA. Employees may either provide their own meals or purchase County-provided meals according to staff menus established by the employer at the rate set by the County Home Administrator. Meal price will be determined by Raw food cost. Lunch must be requested between 9:00 a.m. - 9:30 a.m. for first shift and between 3:30 p.m. - 4:00 p.m. for second shift. Third shift will not have any meal service available.
11. Effective upon the first full pay period commencing after the ratification of this Agreement, the Employer shall pay a shift premium of \$.20 per hour for all Employees working the second or third shift. Second shift shall be defined as 3:00 - 11:00 p.m., and third shift shall be defined as 11:00 p.m. - 7:00 a.m., unless changed as provided in this Article.

## **ARTICLE 25** **UNPAID LEAVE**

Employees shall be eligible for unpaid leave in accordance with the following:

1. Pregnancy-Related Leave.
  - (a) An employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick and vacation leave, the Employee may request sick leave without pay for pregnancy-related purposes ("pregnancy-related leave"). Sick leave with pay and pregnancy-related leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating

the period for which the Employee is unable to work and the projected date on which she will be able to return to work.

- (b) Pregnancy-related leave without pay granted under subsection (a) for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Pregnancy-related leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.
  - (c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of the Family and Medical Leave Act Policy as provided in Section 3 below. All requests for leaves of absence without pay for purposes of child care shall be considered on a nondiscriminatory basis without regard to the sex of the Employee. 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. The Employer retains the right to consider such requests in its discretion under Section 3, and may limit such leave to one of two parents.
2. Military Leave. Leaves of absence without pay, for the purpose of induction into duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.
3. Other Leaves.
- (a) The Employer shall grant leaves of absence where required by the Family and Medical Leave Act of 1993, and the Union and the Employer agree to consider such requests for leave in accordance with the Employer's FMLA Policy.
  - (b) Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care, educational reasons, or attendance at Union conventions or functions or other service as a delegate or officer, may be granted at the sole discretion of the Employer; provided, however, with respect to unpaid Union leave, the Employer shall grant up to ten (10) total days per calendar year to Union officers or representatives selected by the Union for the purpose of attending official Union conventions or functions. Unpaid Union leave not used by the end of the calendar year shall not be carried over. Such leave must be requested, in writing, at least fourteen (14) days in advance. Furthermore, it is expressly understood that while the ten (10) days of unpaid Union leave is the aggregate amount for the entire bargaining unit, it may be split by two or more Union officers or representatives. In addition to Union leave provided under this Section, duly appointed delegates to Union conferences or conventions may request to be released from work without loss of pay or accrued leave to attend the function, provided that the Union reimburses the Employer for the Employee's wage costs. The wage costs reimbursed under this Section must include the Employee's hourly wage rate and any benefits that are calculated and charged as a percentage of the Employee's pay (such as the Employer's OPERS contributions, Medicare contribution, and workers'

compensation charge) times the number of hours of release time. The Union is not required to reimburse the cost of fixed dollar benefits that are not calculated as a percentage of wages, such as health, dental, and life insurance benefits. The Local President or designated officer must request such release time at least fourteen (14) calendar days in advance, and the Employer will grant such a request unless, in its judgment, the absence would have a disruptive effect on Employer operations.

- (c) The Employer shall grant Employees military leave with time off and compensation as provided under Ohio and federal law, subject to the other provisions of this Agreement.
- 4. Seniority. When an Employee returns to work following an authorized leave of absence, the Employer shall be returned to his or her former classification without loss of seniority.
- 5. Benefits. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law; provided further that the Board of County Commissioners shall continue group health insurance coverage in force, at the expense of the Employer, for the same period as is offered to other County employees generally, not to exceed the first ninety (90) calendar days of a leave without pay. If an Employee fails to return to work from an unpaid leave of absence for any reason other than the Employee's continued disability, the Employee must reimburse the County for the cost of health, dental, and life insurance premiums paid on the Employee's behalf during the leave, and if not otherwise repaid, this cost may be withheld from any compensation still due the Employee at the time of separation.
- 6. Abuse of Leave. If the Employer becomes aware at any time during an unpaid leave that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and may take such disciplinary action as it may deem appropriate, including discharge.

## ARTICLE 26 SICK LEAVE

1. (a) After completion of the first year of employment with the Butler County Care Facility, Employees will earn sick leave at the rate of four and six-tenths (4.6) hours per each completed eighty (80) hours in active pay status. Active pay status shall be defined as hours worked, hours on vacation leave, hours on holiday leave, hours on paid sick leave, hours of compensatory time off, and all other hours of authorized, paid leave. Sick leave shall be cumulative without limit. In any bi-weekly period which a full-time employee is in active pay status for fewer than 80 hours he or she shall accrue sick time at a pro-rated rate (e.g., 75 hours worked x .0575 per hour = 4.31 hours of accrued sick time).

- (b) After completion of one (1) year of employment with the Butler County Care Facility, full-time Employees shall be credited with one hundred twenty (120) hours

of sick leave. Part-time Employees or Employees who have not been in active pay status for some period of time shall be credited for sick leave in the same manner pro-rated on the amount of sick leave they would have otherwise earned in one (1) year of employment.

2. Pay for any sick leave shall be at the Employee's regular rate of pay; provided that no Employee may receive paid sick leave for any absence after the Employee has submitted his or her notice of resignation from employment.
3. The Employer and the Union understand that sick leave is intended as a form of income insurance in the case of the illness of the Employee, or illness or death of a family member, as provided in this Article, for those listed purposes only, and not as a form of additional time off. Fraudulent use of sick leave is a very serious offense that will be treated as a form of theft, and may result not only in the discipline or discharge of an Employee but possible criminal investigation and prosecution as well. The abuse of sick leave damages not only the Care Facility and the residents we serve, but also those co-workers who must carry the burden of Employees who fail to attend work on a regular basis.
4. Sick leave must be requested at least two (2) hours prior to the scheduled starting time for each day of the Employee's absence, and may only be used for the following purposes:
  - (a) Illness or injury of the Employee;
  - (b) Serious illness or injury of immediate family members, pursuant to Section 5;
  - (c) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours;
  - (d) Exposure of the Employee to a contagious disease, if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to residents or coworkers;
  - (e) Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition;
  - (f) Death of a member of the Employee's immediate family, pursuant to Section 12.
5. Upon request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability before a day of sick leave is paid, including a physician's statement. In addition, in the case of an illness or injury for three (3) or more consecutive days, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician. Further, the statement must verify that the Employee was unable to work during the period in question, not simply that the Employee was "under the doctor's care."
6. Sick leave may be granted, in an amount determined in the Employer's sole discretion, when an immediate family member suffers serious illness or injury requiring the Employee's

presence at home. "Immediate family member" shall be defined as the spouse, child, brother, sister, parent, legal guardian or ward, or other relative who normally resides in the Employee's home. Step-parents, step-children, and step-siblings fall within the definition of immediate family under this section when the relationship dates back to childhood, such as a step-parent who raised a child, a step-child raised by an Employee, or step-siblings who grew up in the same home. The Employer may require the Employee to produce a physician's statement regarding the illness and the necessity for the Employee's presence.

7. Upon exhaustion of accrued sick leave, the Employee may be permitted to use vacation leave. Upon the exhaustion of leave provided under the Family and Medical Leave Act policy, if the Employee presents a statement from his or her physician stating that the Employee is likely to be able to return to work within an additional three (3) months, the Employer shall grant an additional three (3) months of unpaid sick leave, during which leave the Employee will not receive paid insurance benefits. After the exhaustion of the FMLA leave and any additional, unpaid leave granted under this Section, the Employee shall be placed on disability separation.
  - (a) The Employee may request reinstatement from disability separation to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.
  - (b) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer. The examination must show that the Employee has recovered from the disability and is able to perform all of the essential duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.
  - (c) In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series within the two (2) year period provided in Section 7(a) of this Article, the Employee's right to reinstatement shall be terminated.
8. Upon retirement from active service with the Butler County Care Facility, and with ten or more years of service with the County, the State, or any political subdivisions of the State, the Employee shall be paid for one-fourth of his or her accrued but unused sick leave credit, not to exceed forty (40) days' pay. The payment shall be based upon the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time of retirement.
9. Sick leave shall be charged in minimum amounts of one-quarter ( $\frac{1}{4}$ ) hour. An Employee requesting sick leave shall personally inform his or her supervisor or the supervisor's designee of such request and the reason therefor at least two (2) hours before his or her scheduled starting time for each day of absence, unless the Employee is hospitalized or has provided a medical statement indicating the expected date of return. The Employee must speak directly with the Employee's supervisor or designee and may not leave voice mail messages, text messages, or messages with co-workers or other staff. It is also not permitted

for family members or friends to call in for the Employee unless the Employee is hospitalized or totally incapacitated and unable to make the call. The Employee must provide the reason for the absence. Failure to comply with these notification requirements will result in denial of sick leave or other authorized leave for the period of absence and may result in disciplinary action as well.

10. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the essential duties of his or her position. The Employer shall select the physician and shall pay for the examination.
11.
  - (a) All Employees of the Butler County Care Facility shall be subject to a no-fault attendance policy, as provided in this section. Employees who accumulate the specified number of points within a rolling twelve-month period are subject to disciplinary action, as provided below, in management's discretion. The twelve-month period under this Article shall be measured backwards using the preceding twelve (12) consecutive months.
  - (b) In any arbitration proceeding following discipline or termination under this Section, the Arbitrator's jurisdiction is limited to determining whether the Employee had the specified number of points within a twelve-month period, and the Arbitrator has no jurisdiction to reduce the penalty imposed if the Employee had the specified number of points for the discipline given.
  - (c) Points shall be accrued as follows:
    - (1) Arriving late for work or leaving early without request and approval at least seventy-two (72) hours prior to the calendar day in question -- one-half ( $1/2$ ) point.
    - (2) Absence for more than two (2) hours up to full shift -- one (1) point for each eight (8) hour shift; provided that if the Employee brings in a physician's statement as provided in this Article for a continuous period of paid or unpaid sick leave over more than one (1), eight (8) hour shift, the Employee will only be charged for one (1) point for that continuous period.
    - (3) For each calendar month in which an Employee maintains perfect attendance with no use of paid or unpaid sick leave (including any leave under the Family and Medical Leave Act but excluding funeral leave) and no other absence during work hours that would generate a point or partial point under this Article, the Employee shall have one-half ( $1/2$ ) point removed from the current balance of points under this attendance policy. The half-point credit cannot be used to create a negative point balance or create additional disciplinary action upon expiration of points after one year. The calendar month period to qualify for credit under this subsection 11(c)(3) will be measured as follows. The calendar month period must be perfect with no missed days, lates or leaving early. An Employee does not lose perfect attendance based on any form of leave covered by subsection 11(c)(4) of this Article below (except for FMLA leave as described above).

- (4) No points shall be accrued for the following absences:
- (i) Any absence covered by the Family and Medical Leave Act;
  - (ii) Funeral leave under Section 12 of this Article;
  - (iii) Jury duty;
  - (iv) Military leave;
  - (v) Union leave;
  - (vi) Vacation, compensatory time off, paid sick leave, paid personal leave, or unpaid leave (including Union leave) that has been scheduled and approved by the Employer at least seventy-two hours prior to the calendar day in question (except that with unpaid sick leave, points are calculated in the same way as paid sick leave); or
- For times the Employee is sent home for lack of work or low census.

(d) The following penalties may be imposed based on an accrued number of points within the specified, twelve-month period:

- (1) Four (4) points -- verbal counseling.
- (2) Six (6) points -- written warning.
- (3) Eight (8) points -- five (5) day suspension on first occurrence; up to and including termination for four (4) or more occurrences in same rolling twelve (12) month period.
- (4) Ten (10) points -- termination from employment.

Management may take mitigating circumstances into account in imposing discipline under this Article, in its sole discretion, but no such mitigation may be required by an arbitrator, as provided in subsection 11(b) of this Article. Discipline issued under this section shall be provided to the employee promptly, in writing, with notice of the potential consequences of further violations under this section.

(e) If an Employee is scheduled to work a shift outside of his or her normal work schedule, whether by shift trade or overtime, that Employee is subject to being charged points if he or she fails to work the shift.

12. (a) An Employee shall be paid sick leave pay for up to five (5) working days' absence for the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild or legal guardian or ward, including qualified step-relatives as defined in Section 6 of this Article. Step-parents, step-children, and step-siblings fall within the definition of immediate family under this section when the relationship dates back to childhood, such as a step-parent who raised a child, a step-child raised by an Employee, or step-siblings who grew up in the same home. The Employer shall grant up to three (3) days of sick leave pay for the death of the Employee's mother-in-law, father-in-law, brother in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who normally resides in the Employee's home. These days

of funeral leave must coincide with the day of death or day of the funeral.

- (b) Employees may request vacation, compensatory time off, or unpaid leave, or trade shifts or days, in order to attend the funeral of relatives or other persons not covered by this Article, or for additional time off beyond the sick leave-funeral leave specified for relatives under this Article.
  - (c) In the event of a relative other than those listed in Section 12(a) above, the Employer may, at its sole discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.
13. Employees are prohibited from engaging in either of the following during a paid or unpaid sick leave, including leave for the serious health condition of the Employee or a member of the Employee's immediate family under the Family and Medical Leave Act (FMLA):
- (a) any paid employment of any kind, or
  - (b) other activities, whether or not paid, that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

Violation of these restrictions will subject the Employee to immediate discharge.

14. Attendance Incentive.

- (a) Employees who have completed their initial probationary period shall be entitled to seven and one half (7.5) hours of personal leave for perfect attendance in each four (4) month calendar period, measured from January through April, May through August, and September through December. For purposes of this Section, all use of sick leave or unpaid leave, including FMLA leave, shall be counted, but the Employee's use of prior approved vacation or compensatory time off, or approved use of sick leave for funeral purposes, shall not be deemed to be an absence barring a perfect attendance award.
- (b) The above personal leave awards will be issued by the Employer in the first pay period following each calendar period. Personal leave may be taken for any purpose by the Employee with the prior approval of the Employee's supervisor, provided that no Employee may accrue more than forty (40) hours of personal leave. Any leave earned in excess of that amount shall be forfeited.
- (c) Unused personal days shall be paid to an Employee who has resigned with no less than two (2) weeks' notice or to an Employee who has otherwise terminated his or her employment and has not been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of members of residents, members of the public, or other employees.
- (d) In the event that any court or agency determines that the Employer may not lawfully consider the use of FMLA leave as a disqualifying event for earning personal days

under Section 14 of this Article, this Section shall be null and void and Employees shall earn no more personal leave, provided that Employees shall not lose any personal leave earned prior to the date the Employer notifies the Union of the termination of this provision.

15. If an Employee transfers to the service of the Employer from another public agency, the Employer shall credit the Employee, upon written request and verification, with the sick leave balance held by the Employee with the public agency to the extent provided by law.

## ARTICLE 27 HOLIDAYS

1. (a) Employees shall be entitled to the following holidays as observed by the Employer:
  - (1) New Year's Day
  - (2) Martin Luther King's Birthday
  - (3) Presidents' Day
  - (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Veterans Day
  - (8) Thanksgiving Day
  - (9) Day after Thanksgiving
  - (10) Christmas Day
- (b) For Employees who work a standard, Monday to Friday schedule, in the event a scheduled holiday falls on a Saturday, it shall be observed on the preceding Friday; in the event it falls on a Sunday, the holiday shall be observed on the following Monday. For Employees who work shifts on a round-the-clock basis, the holiday will be observed on the actual date of occurrence, irrespective of the date of observance as scheduled by the Board of County Commissioners. A shift will be deemed to fall on a holiday when more than half of the work hours of the shift fall on the actual holiday.
- (c) In addition to the above holidays, in any calendar year in which the Board of County Commissioners approves Christmas Eve as an additional full-day holiday for non-bargaining unit County employees, employees shall receive holiday pay for one-half (2) of their scheduled work shift to a maximum of four (4) hours for Christmas Eve Day and New Year's Eve Day, as specified in this subsection. If the Employee can be scheduled off work, he or she shall be released with full pay for the second half of the shift normally worked on Christmas Eve Day and New Year's Eve Day, to a maximum of four (4) hours off. If the Care Facility schedules the Employee to work for the full day on Christmas Eve Day or New Year's Eve Day, the Employee shall be paid for the hours worked that day at the regular rate of pay plus the equivalent of one-half (2) of the shift to a maximum of four (4) hours in straight-time compensatory time or cash, as determined by the Employer. If Christmas Eve or

New Year's Eve falls on the Employee's scheduled day off, the Employee shall receive the equivalent of a half-shift's pay or compensatory time, as provided above, again to a maximum of four (4) hours. Christmas Eve Day and New Year's Eve Day shall be observed on the business day preceding the day on which the Christmas and New Year's Day holidays are observed, respectively, but for Employees who work in round-the-clock operations, the days will be observed on December 24 and 31, respectively. In order to implement these half-day holidays, the Employer may modify shift hours and specify the second half of the shift for Christmas Eve Day and New Year's Eve Day.

- (d) In any calendar year in which the Board of County Commissioners approves New Year's Eve as an additional full-day holiday, employees shall also receive eight (8) hours holiday pay for their birthday. If the birthday falls on a scheduled work day, the Employee will either be scheduled to work and receive holiday pay and overtime compensation as provided in Section 3 of this Article, or shall receive the day off. For Monday to Friday Employees, the Employee will receive the day off or the closest business day off to the actual birthday, as provided in Section 1(b) of this Article.
2. Part-time Employees shall be granted straight time holiday pay only for those hours normally scheduled on the day the holiday happens to fall.
3. In observance of the above holidays Employees will be scheduled off and paid their regular rate of pay for the holiday when practicable given staffing requirements. However, if Employees covered by this Agreement are required to work on any of the above holidays, or the day observed as such, but not both, they will be given compensatory time off or cash at the time and a half rate.
4. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.
5. An Employee must be in active pay status at the time the holiday begins, and, if scheduled, must work the day before, the day of, and the day after the holiday in order to receive holiday pay or compensatory time or other overtime compensation as set forth above. Absences that have been previously scheduled and approved by the Employer do not disqualify an Employee from holiday pay. An Employee who is absent based on personal illness or injury or illness or injury in the immediate family must produce a statement signed by the physician, as defined in Article 26 (Sick Leave), Section 5, verifying that the Employee was unable to work, and the failure to provide such a statement shall result in both denial of holiday and sick leave pay and such disciplinary action as may be appropriate.

## **ARTICLE 28** **VACATIONS**

1. Full-time and part-time Employees, after completion of their probationary period, shall be entitled to accrue vacation time each year as follows:

- (a) After completion of one (1) year of service with the Employer - two (2) weeks.
  - (b) After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State - three (3) weeks.
  - (c) After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State - four (4) weeks.
  - (d) After completion of twenty (20) years' service with the Employer, the State of Ohio, or any political subdivision of the State - five (5) weeks.
2. Under Section 1 of this Article, no Employee may count more than eight (8) years of service credit with the State or another political subdivision of the State for purposes of vacation accrual. Any prior service time with Butler County may be counted for purposes of vacation accrual.
3. Vacation is in addition to any recognized holidays as set forth in Article 27 that may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, the holiday shall not be counted against vacation time used.
4. (a) Following completion of the first year of employment, Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:
- | <u>Annual Rate</u> | <u>Biweekly Rate</u> |
|--------------------|----------------------|
| Two weeks .....    | 3.1 hours            |
| Three weeks .....  | 4.6 hours            |
| Four weeks .....   | 6.2 hours            |
| Five weeks .....   | 7.7 hours            |
- (b) In any biweekly period in which a full-time Employee is in active pay status for fewer than eighty (80) hours, he or she shall accrue vacation at a pro-rata rate.
- (c) Part-time Employees shall accrue vacation on a pro-rated basis calculated on the number of hours regularly worked in a week.
5. Vacation will be scheduled at the discretion of the Employer based on staffing requirements, provided that vacation requests may not be denied indefinitely based on staffing concerns. When two or more Employees request vacation leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based on the Employee's seniority; provided, however, that the Employer is not required to alter or cancel the vacation already approved for an Employee because a more senior Employee has later requested vacation for the same period. In order for seniority to govern the scheduling of vacation, the Employee must submit his or her vacation request for a particular year during the month of January; otherwise, vacation requests will be considered in the order in which they are submitted, and the Employer shall respond to all vacation requests submitted within this

period no later than February 15. Requests for vacation leave of three (3) days or more shall be submitted at least fourteen (14) days prior to the start of the schedule period. In all events, vacation of any amount must be scheduled in advance by obtaining the approval of the Employee's department head. The Employer will provide any Employee whose vacation request has been denied an explanation of the decision upon request. If an employee reports off sick for a day that a vacation request has been denied, a medical statement may be required.

6. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of one-quarter (3) hour.
7. Vacation leave may be carried over for a period of up to two (2) years, but under no circumstances beyond two (2) years. Employees who request to use vacation that would otherwise be forfeited by reason of these limits shall be accommodated to the greatest extent possible and such requests shall not be unreasonably denied. The Employee bears the obligation to monitor balances of vacation leave under the provisions of this Article, however, and must submit requests to use vacation far enough in advance of the anniversary date so that the requests can be accommodated without undue disruption to the Employer's operations. If an Employee requests to use vacation that would otherwise be forfeited and the vacation request is denied by management, however, the Employee is entitled to convert the portion of vacation that would otherwise be forfeited to cash on an hour-for-hour basis.
8. Employees may voluntarily donate vacation leave to employees who have exhausted all sick leave and other paid leave as a result of a life-threatening injury or illness of an employee or a member of the employee's immediate family. Such donations are subject to the following provisions:
  - (1) Before an employee is eligible to receive donated vacation leave, the employee must have been absent for a period equal to at least thirty (30) consecutive calendar days and have exhausted all paid sick leave, vacation leave, compensatory time off, or other available, paid leave.
  - (2) The employee's absence must result from a life-threatening injury to the employee or a member of the employee's immediate family, as determined by the County Home Administrator. The County Home Administrator's determination as to whether or not an injury or illness is "life-threatening" within the meaning of this policy is in the Employer's sole discretion and is final, and this determination is not subject to appeal under the grievance and arbitration procedure.
  - (3) The decision of individual Employees whether or not to donate vacation leave to another employee must be free and voluntary, and no official, supervisor, or employee shall pressure or coerce any Employee, directly or indirectly, to donate leave to another employee. Any violation of this subsection shall be considered grounds for disciplinary action, up to and including discharge.
  - (4) Employees may only donate vacation leave to employees who are employed by the Butler County Care Facility. No Employee shall donate more than forty (40) hours of vacation leave to other employees in any one calendar year. No Employee shall be eligible to receive more than four hundred eighty (480) hours of donated vacation leave during the course of that Employee's service with Butler County.

- (5) The Employee donating the vacation leave must provide written notice of the donation to the County Home Administrator at least seven (7) calendar days in advance of its use by the transferee employee, and such notice shall include both the identity of the employee to whom the leave is donated and a statement that the Employee donating the leave is forever waiving his or her claim to such vacation leave. Upon receipt of the notice, the Employer shall credit the vacation leave balance of the transferee employee with the donated time. The employee receiving the donation may not use the leave to cover any absence prior to seven (7) days after the receipt of this notice.
9. An Employee who retires, resigns with at least two (2) weeks' notice, or has otherwise terminated his or her employment, shall be paid his or her accrued but unused vacation leave following the last date of employment. Employees who have been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of residents, members of the public, or other employees, or who have failed to work any scheduled shift between the notice of resignation and the termination date, shall not receive any pay-out of vacation under this Section.
10. In the case of the death of an Employee, the unused vacation leave and unpaid wages of the Employee shall be paid in the following order to:
  - (a) The surviving spouse;
  - (b) Any one or more of the Employee's children, in equal shares, provided that any payment to a child under the age of eighteen (18) may only be made to a trust under the supervision of a duly appointed legal guardian;
  - (c) The father and mother of the Employee, in equal shares, or the survivor of them; or
  - (d) The estate of the Employee.

The Employee may designate another relative or person to receive this cash-out of vacation or any other leave payable on the death of the Employee by signing an affidavit and filing it with the person in charge of payroll for the Butler County Care Facility. By so doing, the Employee waives the automatic payout provided in this Section, but no Employee may deprive a spouse of such a payout without the spouse's written consent.

## ARTICLE 29 OTHER PAID LEAVE: VERIFICATION

1. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as jurors for a period not to exceed fifteen (15) work days. Any additional jury duty pay will be at the discretion of the Employer. An Employee who serves a full day of jury duty will be released with pay for the shift on that work day under the provisions of this Section. An Employee who is released after only a partial day of jury duty is required to notify his or her supervisor or the RN supervisor of that fact. In such a case, the Employee is required to fill the balance of scheduled hours of work that day, and the Employee has the option of either working the

balance of hours that day or using vacation leave, compensatory time off, or unpaid leave for the remaining balance of scheduled hours.

2. An Employee testifying as a witness pursuant to a lawful subpoena of a court or agency, in a proceeding in which the Employee is not a party, shall receive his or her regular pay less any compensation received as a witness for the period of such testimony.
3. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Military, or members of other reserve components of the armed forces of the United States are entitled to a leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed, in the aggregate, thirty-one (31) days in any calendar year. During such leaves, an Employee shall be paid his or her regular pay.
4. An Employee who suffers an on-the-job injury and who must leave work for a medical examination or treatment shall be paid for the balance of the work day on which the injury and treatment occurred at the straight-time hourly rate, without being charged for sick leave or any other form of leave, provided the Employee returns to work immediately after being released to return to work by the physician.
5. The Employer shall have the right to demand proof of proper use of any paid leave. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discharge.

**ARTICLE 30**  
**MILEAGE AND TRAVEL REIMBURSEMENT**

1. In accordance with the travel reimbursement policy adopted by the Board of County Commissioners, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business for the use of privately owned automobiles at such rate as the Board of County Commissioners may adopt as part of such policy. Travel between the Employee's home and work site is not reimbursable. Employees required to travel in their personal vehicles on a trip commencing before or after regularly scheduled work hours shall be reimbursed for mileage from the Employee's home or from the agency, whichever is less, to the approved destination and for the return trip.

2. Employees are not eligible for mileage reimbursement and may not drive private vehicles on official business unless the Employee possesses a valid operator's permit for the vehicle driven and the Employee carries motor-vehicle liability insurance pursuant to Ohio law. Employees must use safety belts provided at all times when driving or riding in a vehicle on official business.
3. When two (2) or more Employees are required to travel together in a personal vehicle, only one (1) Employee shall be eligible for mileage reimbursement pursuant to this Article.
4. Employees required to use commercial travel in the performance of official duties shall, with the prior approval of the Employer, be reimbursed for the cost of travel at the lowest available rate, in accordance with the County's travel reimbursement policy.
5. Employees shall be entitled to other travel and expense reimbursement provided pursuant to the policy adopted by the Board of County Commissioners.

### ARTICLE 31 TUITION REIMBURSEMENT

1. If authorized by the Board of County Commissioners for any other employee, the Employer shall offer a program of tuition reimbursement for full-time Employees with two (2) or more years of service with the Employer who qualify therefore in accordance with the provisions of this Article.
2. Amount.
  - (a) Upon the prior approval of the Employer under the Standards of Section 3, the Employee is entitled to be reimbursed for tuition reimbursement in an amount not to exceed \$750 per semester or quarter, or \$1,500 for the calendar year, per Employee. An Employee may not apply for reimbursement for more than seventy-five percent (75%) of the tuition cost in any quarter or semester. The seventy-five percent (75%) limitation shall be applied after deducting the amount of any funds received by third-party sources, such as grants and scholarships, but not loans that must be repaid.
  - (b) The aggregate total of tuition reimbursement for all Employees in the Butler County Care Facility shall not exceed \$5,000 in any one calendar year. If the total funds available are insufficient to meet the amounts requested, the Employer may determine who shall participate based on the standards of Section 3.
  - (c) Reimbursement under this Article is available only for tuition and instructional fees for programs in an accredited two- or four-year college or university, based on fee statements submitted by the college or university, and not for any other costs of transportation, parking, activity fees, books or materials, or other costs of any kind. Tuition reimbursement is not available for correspondence courses.
  - (d) An Employee shall be reimbursed only upon satisfactory proof of the successful completion of the course with a grade of AC@ or higher, or a grade of "pass" in a system that offers only "pass/fail" grades.

- (e) Nothing in this Article shall require the Employer to grant release time, with or without pay, to attend courses for which the Employee is receiving tuition reimbursement pursuant to this Article. Any request for the use of flexible work schedules shall be considered in the sole discretion of the Employer, and the approval or denial of a request for such a schedule is not subject to the grievance and arbitration procedure.

3. Application and Qualification.

- (a) Prior to beginning the course for which reimbursement is being requested, the Employee must submit to his or her supervisor a Request for Tuition Reimbursement. This request must be approved by the County Home Administrator. The discretion to grant or deny final approval lies solely with the County Home Administrator or his or her designee.
- (b) The Employer shall consider the request under the following criteria:
  - (1) The relevance of the course content to the Employee's job duties or those of a position within the Butler County Care Facility that the Employee may reasonably hope to attain; provided that the Employer may, in the Employer's sole discretion, approve tuition reimbursement for core courses in a basic education requirement for a degree program that does meet this relevance standard;
  - (2) The Employee's performance, including performance evaluations, disciplinary action, timeliness and up-to-date status of work, and commendations received;
  - (3) Whether the Employee has regular and consistent attendance;
  - (4) The Employer's special need for additional education or training among particular classifications, positions, or employees.
  - (5) The availability of funds within the budget account for training approved by the Board of County Commissioners, and other pending requests for tuition reimbursement within the available funds.

4. An Employee who has applied for tuition reimbursement pursuant to this Article must, as a condition for such reimbursement, enter into a written agreement with the Employer to continue employment with the Butler County Care Facility for a minimum of six (6) pay periods for each quarter or semester for which any reimbursement has been received. The Employee's work commitment will begin to be discharged after the completion of the quarter or semester, and the work commitment for any other quarter or semester must be served consecutively and not concurrently. Only if an Employee works for six (6) consecutive pay periods without receiving any tuition reimbursement under this Article shall the Employee be deemed to have discharged the work obligation for one (1) quarter or semester of reimbursement. An Employee who does not complete the work commitment prior to terminating employment, whether through resignation, retirement, or discharge, is required to return funds received under this Tuition Reimbursement Program to the Employer. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work

obligation that the Employee has discharged prior to termination of employment, and such funds may be withheld from remaining paychecks or other funds due the Employee.

5. The granting or denial of tuition reimbursement is a prerogative of management, and may be subject to the grievance and arbitration procedures; provided, however, that the arbitrator's jurisdiction in any such proceeding is limited to determining whether the Employer violated the express requirements of this Article. The arbitrator shall have no jurisdiction to substitute his or her judgment for the Employer's determination on whether a particular Employee's request is appropriate under the criteria of Section 3(b) of this Article, and determinations of individual eligibility under Section 3(b) are not subject to the grievance and arbitration procedure. The Employer may, upon notice to the Union, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those Employees or classifications where the learning needs are most critical to the Employer.

### **ARTICLE 32** **LIFE AND HEALTH INSURANCE**

1. The Employer will continue to provide the same life, dental, and health insurance coverage provided by the Butler County Board of Commissioners to its other County employees, at the same rate of contribution for other County Employees, during the term of this Agreement.
2. Employees must regularly work at least sixty four (64) hours per pay period, the full-time standard set by the Butler County Care Facility, in order to be eligible for insurance coverage.
3. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

### **ARTICLE 33** **EMPLOYEE ASSISTANCE PROGRAMS AND CREDIT UNION**

1. The Employer agrees to maintain an employee assistance program providing short-term counseling without charge to Employees and eligible family members.
2. The Employer agrees to maintain an affiliation with at least one credit union to the extent permitted by federal law.

## ARTICLE 34

### WAGES

1. Effective upon execution of this Agreement, full-time nonprobationary bargaining-unit Employees shall receive lump-sum payments on the following schedule:

August 2014 = \$500.00

August 2015 = \$550.00

Part-time nonprobationary bargaining-unit Employees shall receive pro-rated lump-sum payments based on the number of actual hours worked divided by the number of full-time hours available in the calendar year to date preceding the lump-sum payment (i.e., if an Employee works 22.5 hours per week from January 1, 2014 to July 31, 2014, the lump-sum payment will be  $(22.5/37.5) * 500.00 = \$300.00$  for 2014). The lump-sum payments will be included in the Employee's regular paycheck.

2. Employees shall be eligible for the following based on total years of seniority as provided below:
  - (a) A \$.30 per hour increase at the completion of the fifth (5<sup>th</sup>) and tenth (10<sup>th</sup>) year of service.
  - (b) A \$.60 per hour increase at the completion of the fifteenth (15<sup>th</sup>) and twentieth (20<sup>th</sup>) year of service.
  - (c) A \$1.25 per hour increase at the completion of the twenty-fifth (25<sup>th</sup>) year of service, effective.
  - (d) No Employee who has received an overall rating of unsatisfactory in his or her most recent performance evaluation shall be entitled to the longevity increases provided under this Section until he or she has achieved a satisfactory rating on the next annual evaluation, and such increase shall not be retroactive.

## ARTICLE 35

### AMENDMENT/EXCLUSIVE APPLICATION

1. The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement embodies all applicable provisions relating to Employees covered. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any subject matter referred to or covered by this Agreement or not referred to or covered by this Agreement but lying within the overall discretion of management, including the impact of the exercise of any right secured to management under this Agreement,

notwithstanding the provisions of Section 4117.08 of the Revised Code. The Employer and the Union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

2. The parties agree that this Agreement will be the sole exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with or cover the same subject matter as otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the specific intent of the parties that this Agreement pre-empt any provision of civil-service law where this Agreement addresses that subject, and that the State Personnel Board of Review be divested of any jurisdiction over the Employees covered by this Agreement. Further, the parties agree that this Agreement terminates any legal obligation to report personnel actions for bargaining-unit Employees to the Ohio Department of Administrative Services.

**ARTICLE 36**  
**WAIVER IN CASE OF EMERGENCY**

1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the Board of County Commissioners, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of the Agreement shall automatically be suspended for the duration of the emergency:
  - (a) Time limits for the Employer's or the Union's replies on grievances; and,
  - (b) All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.
2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which the grievance(s) had properly progressed.

**ARTICLE 37**  
**COPIES OF AGREEMENT**

1. This Agreement will be printed and the cost of such printing shall be borne by the Butler County Care Facility. Each Employee and newly hired Employee shall be provided with a copy.
2. The Union shall be given two (2) copies of the Agreement, in addition to an electronic copy with the Agreement in the software format used by the County.

**ARTICLE 38**  
**SAVINGS CLAUSE**

1. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

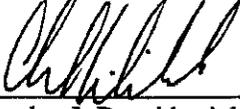
**ARTICLE 39**  
**DURATION**

1. This Agreement shall become effective as of its ratification by the parties, and shall continue in effect until October 9, 2015.
2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement, of any intention to make changes in the Agreement.

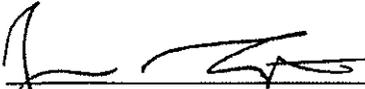
**ARTICLE 40**  
**NEW EMPLOYEE ORIENTATION CLAUSE**

The Union shall receive up to thirty minutes paid time during the New Hire Orientation process to meet with all newly-hired employees in order to educate them about the Union.

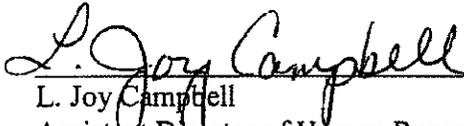
**FOR THE BUTLER COUNTY  
CARE FACILITY**



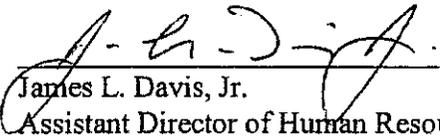
Charles J. Demidovich  
County Home Administrator



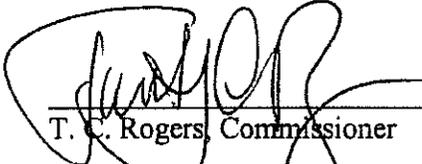
Janie Gustin  
Accounts Receivable Manager



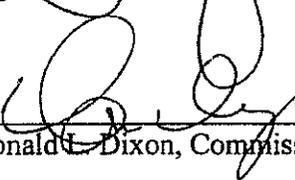
L. Joy Campbell  
Assistant Director of Human Resources



James L. Davis, Jr.  
Assistant Director of Human Resources



T. C. Rogers, Commissioner

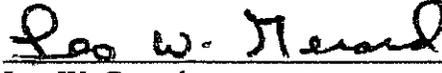


Donald L. Dixon, Commissioner

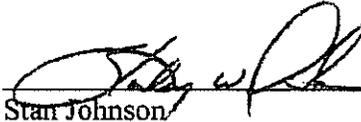


Cindy Carpenter, Commissioner

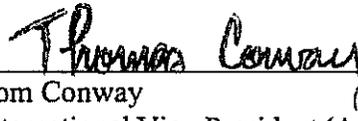
**FOR THE UNITED STEELWORKERS,  
AFL-CIO, CLC, LOCAL 5541**



Leo W. Gerard  
International President



Stan Johnson  
International Secretary-Treasurer



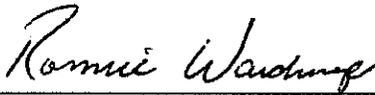
Tom Conway  
International Vice-President (Administration)



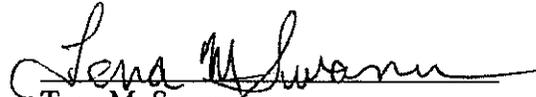
Fred Redmond  
International Vice President (Human Affairs)



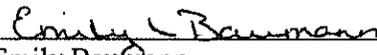
David R. McCall  
District 1 Director



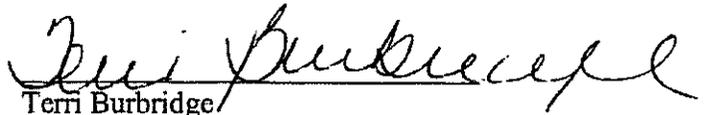
Ronnie Wardrup  
Staff Representative



Tena M. Swann  
Unit President



Emily Baumann  
Unit Griever



Terri Burbridge  
Unit Griever

**APPENDIX I**  
**Classification Series**

**STNA Series**

State-Tested Nursing Assistant (STNA) \$10.50 per hour for Employees hired on or after April 1, 2014. After one year of satisfactory service at the facility, an STNA will go to \$11.08 per hour, commencing at the start of the next pay period.

Non-certified Nursing Assistant

**Dietary Series**

Cooks \$8.50 per hour

Dietary Aides

**Activities Series**

STNA/Activities Assistant

Activity Assistant

Non-certified Adult Day Services (including Driver)

**Maintenance Series**

Maintenance Worker \$9.50 per hour

**COTA Series**

Certified Occupational Therapy Assistant

**LPTA Series**

Licensed Physical Therapy Assistant

**Environmental Services Series**

Housekeeping Employees and Laundry Employees (on same level, may bump between classifications) \$8.50 per hour

**Ward Clerk Series**

Ward Clerks

**Resolution No. 14-03-01835****Resolved By the Board of County Commissioners of Butler County, Ohio, That**

WHEREAS, the Butler County Board of Commissioners (BOC) and the United Steelworkers International Union (USW), Local 5541-9 are Parties to a Collective Bargaining Agreement (CBA) at the Butler County Care Facility that has been extended since October 23, 2013; and

WHEREAS, a Notice to Negotiate was issued by the USW and the State Employee Relations Board assigned Case No. 2013-MED-07-0849 to the negotiations; and

WHEREAS, the Parties extended the Agreement until such time as a successor Agreement was negotiated; and

WHEREAS, the Parties reached a Tentative Agreement on March 13, 2014 and the Tentative Agreement was ratified by a vote of the Union membership; and

WHEREAS, a mark-up copy with all deletions from the CBA struck through and all additions to the CBA in bold-faced type and a summary of changes are attached.

NOW, THEREFORE, BE IT RESOLVED that the Butler County Board of Commissioners does hereby approve the CBA with the United Steelworkers International Union (USW), Local 5541-9 for bargaining-unit Employees of the Butler County Care Facility effective upon BOC approval and lasting through October 9, 2015.

**Resolution No. 14-03-01835**

Requestor : Cheryl Hahn  
 Request Date: March 24, 2014

Commissioner Dixon moved for the adoption of the foregoing resolution.  
 Commissioner Carpenter seconded the motion and upon call of the roll  
 the vote resulted as follows:

Commissioner Rogers	Yea
Commissioner Carpenter	Yea
Commissioner Dixon	Yea

Adopted: March 31, 2014

Attest: Flora K. Suttler, clerk