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**AGREEMENT BETWEEN THE
MONROE COUNTY CARE CENTER
AND THE
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, LOCAL 3401**

November 1, 2013

October 31, 2016

Case Number 2013-MED-07-0856

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PURPOSE

Section 1. This agreement, entered into by the Monroe County Care Center, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, and AFSCME Local 3401, hereinafter referred to as the "Union," has as its purpose to set forth the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees in the bargaining unit defined herein.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in those classifications certified by the State Employment Relations Board (SERB).

Included: All Service, Maintenance, and Direct Care Patient Care employees, including the Recreational Assistant, of Monroe County employed at the Monroe County Care Center.

Excluded: All management level employees, confidential employees (one [1] clerical employee), students, guards, professional employees, members of a police or fire department, and supervisors as defined in the Act; dispatchers employed by the Sheriff's Department or civilian dispatchers employed by the Sheriff's Department, or emergency medical or rescue personnel and units; all seasonal and casual employees as determined by the State Employment Relations Board; employees of the Monroe County Board of Elections; elected public officials; employees and officers of the Monroe County courts; assistant prosecuting attorneys; employees of the Monroe County Clerk of Courts who perform a judicial function; employees of other elected county office holders, including the Administrator, Activity Director, Dietary Supervisor, Social Services Director, Housekeeping/ Laundry Supervisor, Maintenance Supervisor, Office Manager, Medical Records Director, Registered Nurses, Director of Nursing, and the Assistant to the Director of Nursing with Ohio Council 8 Legal Department and SERB approval.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this agreement, the Care Center shall have the right to manage the operation. The Care Center management rights include, but are not limited to, areas of discretion or policy, such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;

- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, discharge with just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement shall remain the exclusive function of the Employer.

ARTICLE 3 **UNION REPRESENTATION**

Section 1. The Employer agrees to submit not more than two (2) Union staff representatives to the Employer's facilities during normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union staff representative(s) shall identify herself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize one (1) employee per shift to act as steward and one (1) employee designated by the Union as the President of Local 3401. Said employees shall be recognized by the Employer as the official representatives of the Union for the purpose of conducting Union business pursuant to this agreement.

Section 3. The Union shall provide to the Employer an official roster of its officers and local Union stewards which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number, unless unlisted;
4. Union office held.

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

The writing and investigating of grievances shall be on non-work time, except where the steward or Union president has been granted permission by her supervisor to investigate a grievance during work time. Supervisory approval shall not be unreasonably denied. Such time allowed shall be determined by the supervisor. In no event shall time spent investigating grievances be considered as overtime or paid time outside the employee's regular working hours.

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

Reasonable time shall be granted to one (1) steward with notice to, and approval of, the steward's supervisor to write grievances on duty time with regard to discharge or suspension without pay. Supervisory approval shall not be unreasonably denied.

Section 4. Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein. A steward shall notify her supervisor prior to leaving her work station, indicating the reason and the member of management with whom she is meeting.
2. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
3. The Union employee official (President or steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
4. The Union shall be permitted to have one (1) representative attend any orientation sessions for new hires into the bargaining unit for the purpose of making a presentation on behalf of the Union.

ARTICLE 4
NON-DISCRIMINATION/GENDER

Section 1. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer/designee or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

Section 2. The Employer and the Union agree to follow all applicable federal and state laws barring discrimination against employees on the basis of race, color, age, religion, sex, national origin, disability, ancestry, veteran's status, military status, and/or genetic information.

Section 3. All references to employees in this agreement designate both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

Section 4. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5
DUES DEDUCTION

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular Union membership dues, in equal amounts, twice monthly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form provided by the Union must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The funds shall be remitted to the Controller, AFSCME, Ohio Council 8, as soon as possible in accordance with established procedures.

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

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period(s) involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. A fourteen (14) day advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8. Each bargaining unit employee hired after the effective date of this agreement who chooses not to be a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either sixty-one (61) days following execution of this agreement, or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

Section 9. PEOPLE Check-Off. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO PO Box 65334, Washington DC 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

Section 10. There must be at least ten (10) employees signed up with the same amount to be deducted for the PEOPLE committee or the Auditor is under no obligation to make the deduction.

Section 11. The Union warrants and guarantees that no provision of this article violates the laws or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

Section 12. The Employer shall forward, each January, an updated list of all bargaining unit employees with their addresses to the Athens Regional Office.

ARTICLE 6 **PROBATION PERIODS**

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired part-time employee shall serve a probationary period of one thousand (1,000) hours of actual work. A newly hired probationary employee shall have no seniority rights until the completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire as described herein. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

Section 3. For purposes of Section 2 herein, a promotion shall be defined as an employee being awarded a position in a higher paying classification while remaining in part or full-time status, whichever is applicable.

In the event a part-time employee is awarded a full-time position in the classification she is serving in part-time, and such employee has completed her initial probationary period as described in Section 1, the promotional probationary period shall not apply.

ARTICLE 7 **WORK RULES AND REGULATIONS**

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or any representative capacity of the Employer, and the conduct of the Employer's services and programs.

Section 2. The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this agreement.

Section 3. Except in cases of emergency, newly developed work rules, regulations, or present policies that contain significant change will be posted ten (10) days prior to implementation.

Section 4. All work rules shall be applied uniformly to the applicable employees.

ARTICLE 8 **NO STRIKE/NO LOCKOUT**

Section 1. The Employer and the Union recognize that a strike would create danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this agreement, the Union shall not authorize, cause, engage in, or assist in any sick call, work stoppage, strike, sympathy strike, or slow down which affects the Employer or its operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, or slow down, the Union will promptly do whatever it can to prevent or stop such unauthorized acts.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article, is subject to discipline.

Section 3. During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

Section 4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9
BULLETIN BOARDS

Section 1. The Employer agrees to provide, in the employee's break room, a bulletin board for use by the Union. Said board shall be no more than three foot by three foot (3' x 3').

Section 2. Union notices relating to the following matters may be posted without the Employer's prior approval:

- A. AFSCME recreational and social affairs;
- B. Notice of AFSCME meetings;
- C. AFSCME appointments;
- D. Notice of AFSCME elections and AFSCME election results;
- E. Reports of non-political standing committees and independent non-political arms of AFSCME;
- F. Non-political publications, rulings, or policies of AFSCME.

All/any other notices of any kind not listed in "A" through "F" herein shall receive the prior approval of the Employer or his designated representative.

Section 3. It is understood and agreed that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon other members or any other employee;
- B. Scandalous, scurrilous, or derogatory remarks/attacks upon management employees;
- C. Attacks on any employee organization, regardless of whether the organization has local membership;
- D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

Section 4. Violations of this article may result in disciplinary action and/or termination of bulletin board usage.

ARTICLE 10
PERSONNEL FILES

Section 1. Employees shall have reasonable access to their individual personnel folders for review during normal business hours under the following conditions:

- A. The employee shall request an appointment with the immediate supervisor and/or Employer's designated representative.
- B. An appointment shall be granted no later than the end of the next regular work day, subject to the availability of the affected representatives/individuals. The employee, accompanied by an employee representative, if the employee so desires, shall be permitted to view her file. The Employer maintains the right to have a Management representative present at all times during the inspection.
- C. No items in the personnel file shall be removed from the file.
- D. An employee may be provided with a copy of any item in her file at the normal cost of duplication.

Section 2. A bargaining unit employee may submit a written authorization to the administrator that the Union representative be permitted to review her individual personnel file. The applicable provisions contained herein shall apply to the Union representative.

ARTICLE 11
DISCIPLINARY PROCEDURES

Section 1. No employee shall be disciplined except for just cause. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner, and shall be administered in a private and confidential manner.

Section 2. Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period:

Verbal and/or Written Reprimands	Twelve (12) Months
Suspensions or Discharge	Eighteen (18) months

Section 3. In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions that have ceased to have force and effect in accordance with the time periods described in Section 2 herein.

Section 4. An employee shall be given a copy of any written warning/reprimand or other disciplinary action that is placed in her personnel file. Upon receiving a written authorization from the affected employee, the Administrator/designee shall provide the Local Union President with a copy of a notice of suspension and/or discharge.

Section 5. An employee who has been suspended or discharged will be given a written statement listing the reason(s) for which she has been suspended or discharged. Any suspension shall be for a specific number of consecutive scheduled work days on which the employee would have been regularly scheduled to work. Further, such notice shall define the

duration of any suspension. Holiday pay shall not be lost while an employee is on suspension.

Section 6. Whenever the Employer determines that an employee may be suspended or terminated, the Employer will conduct a predisciplinary hearing. The Employer shall notify the employee and Union in writing of the exact nature of the charges against the employee, and the date, time, and place of the hearing. The employee, if she desires, may be accompanied by a Union steward or local Union president during the predisciplinary hearing. Prior to the time of the hearing, the employee may waive her right to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond orally to the charges prior to the discipline being imposed, or may have the Union representative present a response.

Section 7. Any grievance involving a suspension and/or discharge shall be filed at Step 2 of the grievance procedure.

ARTICLE 12 **SENIORITY**

Section 1. Effective January 1, 1995, all current employees shall be credited with their individual seniority, defined as follows.

- A. **Classification Seniority** - The length of uninterrupted continuous service in the classification the employee is working in on January 1, 1995. Thereafter, when an employee is awarded a position in a new classification, or a new employee is hired into a classification, seniority classification shall begin to accrue on the date the employee begins performing the duties of the classification. The provisions of Article 6, Probation Periods, Section 1, shall apply for new employees.
- B. **Total Seniority** - Defined as the employee's length of uninterrupted continuous service with the Employer based on the employee's last date of hire.
- C. Part-time employees in the bargaining unit shall have their seniority ("A" and "B" herein) computed on a pro-rated basis. Part-time employees who are awarded a full-time bargaining unit position shall have their total seniority date adjusted on a pro-rated basis, computed on hours worked as a part-time employee.

Section 2. Seniority, as defined herein, shall be lost/terminated in the following situations:

- A. Retirement;
- B. Resignation from employment;
- C. Layoff in excess of eighteen (18) months except as noted in Article 14, Section 3.
- D. Failure to return to work within the time specified during a recall from layoff;

- E. Failure to return to work at the expiration of a leave of absence;
- F. Discharged for just cause.

In the event an employee is rehired during the thirty (30) calendar day period following the effective date of the situation(s) described in "A" – "F" herein, said employee shall retain seniority.

The following situations shall not constitute a break in seniority, as defined herein.

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military Leave;
- D. A layoff of eighteen (18) months except as noted in Article 14, Section 3.

Section 3. Seniority lists shall illustrate the name of the employee, each employee's last date of hire with the Employer (total seniority), and each employee's latest date of entry into her current classification (classification seniority). Within thirty (30) calendar days following the execution of this agreement, an updated seniority list shall be posted on the Employer's and the Union's bulletin boards. Said list shall be updated on an as-needed basis.

Whenever the term "employee" is used within this agreement, it shall be understood that such term refers to bargaining unit employees.

Section 4. In the event two (2) or more employees have the same total seniority date, the senior employee shall be determined by a coin toss.

Section 5. Classification seniority shall not include parenthetical (working) titles.

Section 6. Student seniority shall be defined as the date the student receives his STNA certification and is hired into a bargaining unit position.

ARTICLE 13 **VACANCIES, PROMOTIONS, AND TRANSFERS**

Section 1. The parties agree that all appointments to positions covered by this agreement, other than original appointments, shall be filled in accordance with this article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, the Employer shall establish a Position Request List in each department. Employees within the department desiring a transfer to a permanent job assignment or shift assignment within their classification shall indicate their desire in writing to their supervisor and shall have their name remain on that list until the employee asks for their name to be removed from the list. Employees' requests must be made prior to the vacancy occurring. The Employer shall first

review the Request List to determine if a request for that vacancy has been made. If there is more than one request for the same vacancy in writing, then it shall be awarded by classification seniority. Employees will be offered a vacancy in writing under this procedure and must accept or reject the vacancy in writing within twenty-four (24) hours of the offer. An employee's request shall remain on the Position Request List unless the employee asks for it to be removed. Any new position/classification created during the term of this agreement will be posted for a period of five (5) working days.

Section 3. The notice of vacancy shall include the following information: classification title, working title (parenthetical title), basic job duties and responsibilities, essential functions of the position, special qualifications required and/or desired, and immediate supervisor.

Section 4. Vacancies will be awarded to an employee applicant in the following order of selection and pursuant to the following criteria as follows:

- A. First as a lateral transfer within the same classification as the vacancy for shift and location preference to an employee applicant who possesses the greatest classification seniority.
- B. Second to an employee applicant who possesses the qualifications (i.e., work record, experience, seniority) for the position. Whenever the qualifications of two (2) or more employee applicants are relatively equal, the senior employee shall be awarded the position.
- C. Notwithstanding the above ("A" and "B" herein), the person being considered for the position must be qualified to perform the duties of the position/vacancy.

Section 5. In the event a bargaining unit employee is selected to fill the vacant position, and such selection results in a promotion, said employee will be subject to the promotional probationary period pursuant to Article 6, Probationary Period.

Section 6. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, using the criteria established in Section 4, "B", above, pending the Employer's determination to fill the vacancy on a permanent basis. However, no temporary assignment shall be filled for more than thirty (30) days.

ARTICLE 14 **LAYOFF AND RECALL**

Section 1. When the Employer determines that layoffs or job abolishments are necessary, a notice shall be given to the affected employee(s), in writing, at least fourteen (14) calendar days in advance of the effective date of such layoff or job abolishment. The Employer agrees to meet with the Union prior to giving the layoff notice(s) to discuss the effects of the layoffs/job abolishment provided:

- A. the relevant management (i.e., Administrator) and Union representative (i.e., Local President) are available to meet; and

- B. the proposed layoffs/abolishment will initially affect at least two (2) full-time bargaining unit employees.

Section 2. The Employer shall determine in which classifications layoffs will occur. Within each classification affected, layoffs shall occur in the following order:

1. Seasonal, temporary, casual and intermittent employees;
2. Probationary employees.

In the event additional layoffs are necessary, said layoffs will be determined by the Employer on the basis of employment status, defined as part-time and full-time employment. Layoffs of employees in part-time and/or full-time employment status shall occur by inverse order of their total seniority. Affected employees shall be permitted to bump/displace an employee with the least total seniority within a lower paying classification, provided the bumping employee possesses the qualifications and/or necessary training, certifications, and similar employment status. An employee shall have no more than two (2) work days to notify her supervisor of her intent to bump/displace an employee described herein.

Section 3. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees with less than eighteen (18) months seniority shall have recall rights only equal to the length of their seniority/employment. If there is a recall, employees who are still on the recall list shall be recalled first, in the inverse order of their layoff, provided they remain qualified to perform the work in the job classification to which they are recalled without further training. Employees on layoff status, with recall rights, shall be notified of any related training or in-services that are necessary or available for maintaining their certification/license.

Section 4. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. The recalled employee shall have up to fourteen (14) work days following the receipt of the recall notice to return to work, unless the Employer agrees to an alternate date for the employee to return to work. Failure of an employee to contact the Employer of her intent to return to work or to report to work on the date specified shall constitute a forfeiture of the employee's right to recall.

Section 6. Employees who are laid off shall be entitled to receive, on the next regular scheduled pay check, all wages and other mutually agreed upon benefits.

ARTICLE 15 **LABOR/MANAGEMENT MEETING**

Section 1. In the interest of effective communications, either party may at any time request a labor/management meeting. Such request shall be made in writing and be presented to the

other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the name of those representatives who will be attending. A labor/management meeting shall be scheduled within ten (10) days of the date requested, but no more frequently than every other month unless both parties agree to meet more frequently or less frequently.

Section 2. The purpose of such meeting shall be limited to:

- A. discussing the administration of this agreement;
- B. discussing grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. disseminating general information of interest to the parties;
- D. giving the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members;
- E. discussing ways to increase productivity and improve efficiency;
- F. considering and discussing health and safety matters relating to employees.

Section 3. There shall be no more than three (3) Union representatives in attendance at the labor/management meeting. There shall be no more than three (3) Management representatives at the meeting. Union bargaining unit representatives shall not lose straight time pay for time spent in attendance at these labor/management meetings.

ARTICLE 16 **GRIEVANCE PROCEDURE**

Preamble

It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees.

Section 1. Presenting a Grievance. A grievance is defined as a dispute between the Employer and the Union or an employee concerning the interpretation and/or application of any provision of this agreement, including any and all disciplinary actions. Nothing shall prohibit an employee from discussing a complaint with the supervisor prior to submitting a grievance in writing.

Step 1

Any employee claiming a grievance may present it in writing to his immediate supervisor with his steward within five (5) work days from the occurrence of the grievance. The supervisor shall give his answer to the employee within three (3) work days after presentation and discussion of the grievance.

Step 2

Within five (5) work days of the Step 1 answer, the grievance may be appealed by the employee and his steward to the Administrator/designee. The appeal shall be on a grievance form, in writing and signed by the employee and the steward.

The written grievance should include the nature of the grievance, the section of the agreement alleged to have been violated, and the specific relief requested. Within five (5) work days of the presentation of the grievance at Step 2, a meeting will be held between the steward, the employee, and the Administrator/designee, subject to the availability of the affected employees. The Administrator/designee will give an answer in writing to the grievant and the steward within five (5) work days of the meeting. If this does not resolve the grievance, it may be appealed to Step 3.

Step 3

Should the grievance not be resolved in Step 2, the employee may submit the grievance to the Board of County Commissioners. Such submission shall be made to the Board within three (3) work days following receipt of the Administrator's response in Step 2.

The Board of Commissioners shall have the option of participating in the grievance procedure. Should the Board decide to participate, a meeting will be held with the grievant, their Union representative (local or staff), and the Board or their designated representative. Said meeting shall be held within ten (10) work days following the date the grievance was submitted to the Board, subject to the availability of the affected parties.

In the event the Board decides not to participate in the procedure, the Board will give the grievant and the Union written notice of such decision. Should this occur, the grievant and the Union will consider the Administrator's response, given in Step 2, as the position of the Employer regarding said grievance.

Prior to the scheduled arbitration hearing, if applicable, the parties may mutually agree to a mediation session in the attempt to resolve the issue in dispute.

Should a mediation session be agreed upon, either party shall contact the State Employment Relations Board (SERB) and/or the Federal Mediation and Conciliation Service (FMCS) for the purpose of requesting a mediator.

The mediator shall be responsible for contacting the representatives of the parties and scheduling the session at a mutually agreeable date, time, and location.

Step 4 Arbitration

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty (20) calendar days following the date the grievance was answered in Step 3 of

the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) calendar days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within fifteen (15) working days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The parties shall alternate the first strike from case to case. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, each party may reject the list and request another. Each party may only reject one (1) list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to her.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to a date no more than thirty (30) calendar days prior to the date the grievance was first discussed in Step 1 of this procedure.

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

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be borne by the moving party. All costs directly related to the services of the arbitrator shall be borne equally by the parties.

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

Section 2. All grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name, classification, and signature.
2. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
3. Date grievance was filed in writing.
4. Date, time, and the location of when and where the grievance occurred.
5. A brief description of the incident giving rise to the grievance.
6. Specific articles and sections of the agreement violated.
7. Desired remedy to resolve the grievance.

Section 3. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be specifically listed on the grievance.

Section 4. For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer/designee when the Employer/designee is the responding party. Work days, as used in this article, shall not include Saturdays, Sundays, or holidays.

Section 5. The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

Section 6. In any grievance, the employee-grievant may pursue and adjust grievances without the intervention of the Union representative as long as adjustment of such grievance is not inconsistent with the terms of this agreement and, after signing a Union Waiver Form,

the Union representative will have the opportunity to be present at the adjustment of the grievance.

Section 7. Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure.

ARTICLE 17 **LEAVES OF ABSENCE**

Section 1. The Employer may grant a leave of absence without pay to an employee who has completed one (1) year of continuous service for a period of not more than six (6) months in any contract year except as specified elsewhere in the agreement. Excepting in an emergency, an employee must submit a written request for such leave at least thirty (30) calendar days in advance of the date such leave is to begin. The request is to be submitted to the employee's immediate supervisor. The authorization of an unpaid leave of absence is a matter of administrative discretion, subject to staffing levels, work load requirements, and/or other management rights.

Section 2. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge. An employee may not use a leave of absence to look for another job or work at another job.

Section 3. The Employer shall place an employee returning from leave in the same or similar classification/payroll range from which the employee took leave. If such classification(s) or similar pay range no longer exists, the Employer shall treat the employee as if he were laid off from his classification in accordance with layoff and recall article of this agreement.

Section 4. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from her job.

Section 5. Disability Leave/Disability Separation.

- A. A physically or mentally incapacitated employee who has exhausted all available paid sick leave may request a disability leave without pay. Request for disability leave shall be submitted in writing to the Employer at least two (2) calendar weeks in advance of the requested date of such leave. The Employer may waive the two (2) week advance notice if an emergency situation exists. The written request shall be accompanied by an original signature physician's statement describing the nature of the disability, the physician's verification that the employee is unable to perform the essential functions of the position, and the probable length of such leave. Said leave shall not exceed a six (6) month period.

- B. A disability separation may be granted when an employee has exhausted her accumulated paid sick leave and is:
1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or
 2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination(s) is requested or required by the Employer any time during this time period, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature.

- C. Health care coverage, as provided under the terms of this agreement, shall be provided to eligible employees pursuant to the Employer's policy under the Family Medical Leave Act.

Section 6. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

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

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years shall be separated from service upon the expiration of the three (3) year period. An employee who is granted a disability leave due to psychological reasons shall have reinstatement rights for a period of two (2) years.

Section 7. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the

Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 8. Military Leave. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not to exceed a total of thirty-one (31) calendar days in one calendar year. The parties agree to follow all applicable state/federal law(s) regarding military leave.

Section 9. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Upon submittal of military pay vouchers documenting all wages and salaries earned on such leave, the Employer will reimburse the employee their normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 10. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 11. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to enter military service.

Section 12. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 13. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 14. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Employer;

- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the essential functions of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with her physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. sick leave—that amount which had been accumulated at the time of entering service;
 - 2. vacation leave—time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
 - 3. automatic salary adjustment.

Section 15. Union Leave. The Union may request an unpaid leave of absence, not to exceed a combined total of seven (7) work days, for no more than two (2) employees designated by the Union. Said leave may be granted for those employees provided the affected employee(s) submit a written request to the administrator at least three (3) calendar weeks in advance of the date(s) requested.

Section 16. Nothing in this article shall be construed as preventing an employee from filing a claim with the Ohio Industrial Commission for Workers' Compensation benefits and reinstatement rights which she may be entitled to by law.

In the event an employee suffers an injury or contracts an illness in the performance of their job-related duties, and such illness/injury is compensable by the Bureau of Workers' Compensation (BWC), the employee shall be eligible to use accrued sick leave while awaiting BWC payment(s). To be eligible for said sick leave, the employee must agree, in writing prior to receiving said payment, to remit all BWC income benefits for the period in which the sick leave payment was made to the Employer. Sick leave payments shall not be in lieu of BWC income benefits, and it is understood and agreed that an employee may not collect both sick leave and BWC payments for a similar time period.

Section 17. Eligible bargaining unit employees shall be granted Family and Medical Leave (FML) in accordance with the County's policy in effect at the time such leave is requested/designated. In the event the FML policy is modified anytime during this agreement, such modifications shall be provided to the Union at least two (2) weeks prior to the effective date of the modifications. Bargaining unit employees may grieve the reasonableness of any modifications.

ARTICLE 18
SAFETY & HEALTH

Section 1. The Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. An employee who discovers an unsafe condition or practice shall complete a Safety Report Form, describing such situation, and submit said form to the Administrator. Employees are responsible for properly using and caring for facilities, equipment, tools and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same.

Section 3. An employee acting in good faith has the right to refuse to work under conditions she reasonably believes present an imminent danger of death or serious harm to herself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in her position. Any incident of work refusal shall immediately be reported to the Administrator, who will review the condition and determine what type of corrective action may be necessary which may eliminate or reduce a potential danger or hazard.

Section 4. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when the Occupational Safety and Health Administration (OSHA) specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 5. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including Biological Monitoring shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 6. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee.

Section 7. The Employer shall notify employees of available CPR training once each year. Employees who participate in such training during normal work hours shall not suffer any loss of straight pay. An employee who reports to training scheduled during their off-duty/work hours shall be compensated for such time at the applicable rate.

ARTICLE 19
HOURS OF WORK/OVERTIME

Section 1. In the event the Employer determines it is necessary to restructure the normal work day or work week for the purpose of promoting efficiency or improving services, the Employer shall notify the Union at least forty-five (45) calendar days in advance of the proposed date of said restructure. The Employer and the Union shall meet during this period to bargain over the effect(s), if any, of the proposed modifications/changes. The Employer shall continue to establish work schedules of employees and/or continue to establish part-time positions. This article is also intended to be used as the basis for computing overtime, and shall not be construed as a guarantee of work per day or per week.

The Employer will post the monthly work schedule seven (7) days prior to the effective schedule. Should the schedule be changed for an emergency situation, as determined by the Employer, the affected employees shall be notified of the change verbally or in writing as soon as possible.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be thirty-two (32) hours or more, exclusive of a one-half (1/2) hour lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a work week, she shall be paid overtime pay at the rate of one and one-half (1 1/2) times their normal straight time hourly rate for all time worked in excess of forty (40) hours in the work week.

Section 4. Each employee in the bargaining unit shall be granted a one-half (1/2) hour paid lunch meal period during each regular work shift as scheduled by their immediate supervisor. A fifteen (15) minute rest period for each employee shall be permitted after four (4) hours worked and may be taken approximately mid-point of each four (4) hours worked/scheduled. In no instance shall these break periods be used to cover late arrivals, early quits, and/or extend an employee's lunch period. During inclement weather, the Employer shall provide an outdoor weather-protected smoking area.

Section 5. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement. There shall be no pyramiding of overtime.

Section 6. Bargaining unit employees may, upon the approval of their immediate supervisor, trade shifts with another employee within their respective classification.

In the event an/the employee does not report to work on the shift he traded for, said individual shall not be granted any paid leave (i.e., sick leave, vacation leave, personal leave) for this shift not worked.

ARTICLE 20
DISTRIBUTION OF OVERTIME

Section 1. The Employer will post, from the 25th to the last day of the month, a sign-up sheet for employees to fill vacancies in the schedule. The sign-up sheet will be posted at the time clock.

In the event an employee has “signed up,” as described above, and fails to report, no paid leave shall be granted for such time.

Section 2. Whenever the Employer determines that overtime in a particular classification is necessary, the Employer shall first offer the overtime to the most senior employee within the classification. The Employer shall make a reasonable effort to distribute overtime opportunities among those employees who would qualify for overtime on a rotating basis.

Section 3. The Employer agrees to establish and maintain an overtime roster(s) which shall be made available to the affected employees and the Union steward. Said roster shall include the hours worked and/or refused by the individual employee. A new employee in a classification shall be credited with the highest amount of overtime either worked or refused within that particular classification.

Section 4. In order to maintain staffing levels, the person with the least amount of seniority in that classification shall be mandated to stay, not to exceed a total of sixteen (16) hours. The same person cannot be mandated on consecutive days. Therefore, the person with the next least amount of seniority will be mandated on a rotating basis, until all affected employees have been mandated.

Section 5. Nothing contained herein shall require the Employer to offer overtime to full-time employees when part-time employees are available to work the necessary hours.

ARTICLE 21
SICK LEAVE/FUNERAL LEAVE

Section 1. Crediting Of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, holiday pay, and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Sick leave credit shall be earned at the rate of 3.08 hours for each eighty (80) hours of service in active pay status, including paid vacation, holiday pay, and sick leave, but not during a leave of absence or layoff, to a limit of eighty (80) hours per year, for those bargaining unit employees hired after November 1, 2010.

Section 2. Expiration Of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

Section 3. Charging Of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 4. Uses Of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. illness or injury of the employee, or the employee's child/children under the age of twenty-one (21) and/or a child who is disabled and is residing with the employee, or spouse who is hospitalized, or if the spouse is ill/injured and is unable to care for small child/children;
 2. death of a member of her immediate family, as defined below;
 3. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
 4. if a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at her job would jeopardize the health of others; and
 5. pregnancy and/or childbirth and other conditions related thereto.
- B. Up to five (5) days sick leave shall be granted to the employee who provides proof of attendance at the funeral of: the employee's, spouse, child, mother, father, loco parentis; up to three (3) days sick leave shall be granted to the employee who provides proof of attendance at the funeral of the employee's brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, and grandchild. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer. For individuals other than those listed herein, an employee may be granted vacation/personal leave to attend the funeral.

Section 5. Evidence Required For Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 6. Notification By Employee. When an employee is unable to work, she shall notify the supervisor or other designated person of the reasons for such absence no later than two (2) hours before the time she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 7. Abuse Of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 8. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform her duties. Such physician statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

Section 9. Physician Examination. The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of the examination shall be paid by the Employer. The employee may submit documentation from her physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such a mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

Section 10. Personal Leave. Full-time employees with at least two (2) years of service with the Employer shall be entitled to use up to three (3) days of accumulated but unused sick leave per contract year for personal leave. In order to be granted personal leave, an employee must request said leave at least seven (7) days in advance of the time off. The granting of personal leave is subject to the staffing and workload requirements of the Employer. In the event two (2) or more employees request similar time periods, such request may be granted on the basis of seniority. Should an employee not use personal leave, such leave shall be credited to the employee's accrued but unused sick leave, up to a maximum of three (3) days per year. The seven (7) day advance notice may be waived on a case-by-case, non-precedent setting basis.

Section 11. Full-time employees may convert accrued but unused sick leave, after one (1) year of service, to a cash payment based on the following schedule:

<u>Sick Leave Used</u>	<u>Cash Payment</u>
8 hours or less	40 hours
8.1 hours to 16 hours	32 hours
16.1 hours to 24 hours	24 hours
24.1 hours to 32 hours	16 hours
32.1 hours to 40 hours	8 hours

The above-referenced program shall begin 1/1/07 and shall be computed on a twelve (12) month basis. Payment for those employees who qualify shall be made no later than the first

pay period in February following the year an employee qualifies for said payment. Employees' personal leave (Section 10 herein) shall not count against the above-referenced sick leave incentive.

ARTICLE 22
CONVERSION OF UNUSED SICK LEAVE

Section 1. An employee who is both eligible for and elects to take her public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the department at the time of separation under the Public Employees Retirement System (PERS).

ARTICLE 23
VACATION LEAVE

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

<u>Departmental Service</u>	<u>Maximum Vacation</u>	<u>Earned Per Hours Paid</u>
1 Year Through 7 Years	80 Hours	.03845
8 Years Through 14 Years	120 Hours	.05768
15 Years Through 24 Years	160 Hours	.07692
Over 24 Years	200 Hours	.09615

The number of vacation hours shall be computed on a prorated basis.

Section 2. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until she has completed one (1) year of employment with the Employer.

Section 3. The Employer reserves the right to limit the number of employees granted vacation leave during similar time periods. In order to be granted preference for specific vacation leave requests of one (1) week, such request must be submitted to the employee's immediate supervisor no later than the 20th of the month preceding the month in which the leave is desired. Vacation leave requests in minimum units of four (4) hours, unless

otherwise approved by the Administrator on case-by-case basis, must be submitted to the employee's immediate supervisor at least five (5) calendar days in advance of the date requested. The Employer retains the right to deny any vacation requests if work load/staff level requirements so mandate.

Section 4. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, but no more than a total of three (3) years. The accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 5. Employees shall be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 6. An employee is entitled to compensation at her current rate of pay for the prorated portion of any earned but unused vacation leave to her credit at the time of separation.

Section 7. In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

Section 8. Whenever an approved paid leave is granted (sick leave/funeral leave, holiday, vacation leave, personal leave), the amount of leave deducted from the individual's balances shall equal the hours scheduled for the particular shift. When applicable, the deduction shall be made in accordance with minimum increments; that is, the amount of time actually granted/used.

ARTICLE 24 **HOLIDAYS**

Section 1. All full-time employees covered under this agreement shall be entitled to the following paid holidays:

- New Years Day
- Employee's Birthday
- Presidents' Day (Part-Time Only)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Part-Time Only)
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Effective January 1, 2001, all non-probationary full-time employees shall be entitled to up to two (2) personal days off, with pay, in lieu of President's Day and Columbus Day. In order to be granted personal leave, an employee must request said leave at least seven (7) days in advance of the time off. The granting of personal leave is subject to the staffing and workload requirements of the Employer. In the event two (2) or more employees request similar time periods, such request may be granted on the basis of seniority.

Section 2. For those individuals/classifications whose work week is Monday - Friday, should any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. Should any of the aforementioned holidays falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday. For all other individuals/classifications, the holiday shall be observed on the actual day it falls.

Section 3. On holidays where an employee is not scheduled to work, full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays or personal days listed herein.

Section 4. Any work/time performed by an employee on any one of the days listed in Section 1, limited to Christmas Day, New Year's Day, Independence Day, and Thanksgiving Day, shall be paid at the rate of one and one-half (1 1/2) the straight time rate in addition to the holiday pay. Any work/time performed by an employee on any other day listed in Section 1 shall be paid at the rate of one (1) times the straight time rate in addition to the holiday pay. Employees shall receive holiday pay equal to the number of hours worked on holidays, at the rate noted herein, to a maximum of twelve (12) hours.

Section 5. For employees covered by this agreement to receive holiday pay for those days listed in Section 1, unless the affected employee is hospitalized with written verification, the employee must work her scheduled day preceding the holiday, the holiday, if such holiday is a scheduled work day, and her scheduled day succeeding the holiday.

Section 6. Employees who do not use the personal days, as described in Section 1 herein, shall have the ability to convert to a cash payment up to a maximum of sixteen (16) hours per calendar year upon submitting a two (2) week advance written request to the Business Office any time during a calendar year.

ARTICLE 25 **CALL-IN PAY**

Section 1. An employee who is called in to work at a time when she is not regularly scheduled, and who does report for work at the time requested, shall be provided with at least two (2) hours pay at the applicable rate.

Section 2. Any employee called in less than one (1) hour before a shift starts, and can report up to one (1) hour after the shift starts, will be paid as if they had arrived at the start of the shift.

Section 3. Any employee called in less than one (1) hour before their starting time will be allowed to come in to work in appropriate street clothes, as determined by the Employer.

ARTICLE 26
EXPENSE REIMBURSEMENT

Section 1. In the event a full-time bargaining unit employee is required to use a privately or personally owned vehicle to travel in the performance of their job-related duties, as prior approved by the Administrator, said employee shall be reimbursed at the rate established by the Board of Commissioners. Such payment is considered to be total reimbursement for vehicle-related expenses (i.e., gas, oil, all insurances). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling in the same vehicle. No reimbursement is payable for travel between the employee's home and the Employer's facility. Expenses accrued for parking and/or highway tolls are reimbursable at the actual amount upon presentation of proper receipts.

Section 2. Employees shall be reimbursed for any meal expense they incur as a result of required out of county travel, while on official Employer business, based on the following schedule:

Breakfast \$6.00/day if the employee is required to leave her home before 8:00 a.m. and/or following an overnight stay.

Lunch \$8.00/day.

Dinner \$14.00 if the employee is required to stay overnight or if the out-of-county travel necessitates the employee's travel time to exceed 6:00 p.m. Receipts for each individual meal are required.

Section 3. Expenses covering the actual cost of lodging not exceeding fifty-five dollars (\$55.00) per night plus tax will be reimbursed when an employee travels out of county on official job-related Employer business in the performance of an employee's job related duties, as prior approved by the Administrator. It is recommended that employees utilizing the lodging reimbursement, as described herein, share a room whenever possible and/or practicable. Receipts for such expenses are required.

ARTICLE 27
WAGES

Section 1. Effective November 1, 2013, non-probationary bargaining unit employees shall receive a thirty cent (\$.30) increase added to the hourly rate.

Effective November 1, 2014, bargaining unit employees shall receive a thirty cent (\$.30) increase added to the hourly rate.

Effective November 1, 2015, bargaining unit employees shall receive a thirty cent (\$.30) increase added to the hourly rate.

Section 2. Effective November 1, 2013, the following base/starting rates shall apply:

LPN	No less than \$12.70 per hour
Nurse Aide	No less than \$8.20 per hour
Dietary, Housekeeping, Laundry, Recreational Assistant, Maintenance Assistant, Personal Care Attendant	No less than \$8.05 per hour

Section 3. Bargaining unit employees shall receive a one-time lump sum payment of fifty dollars (\$50.00) per employee, paid in December 2013.

ARTICLE 28
HEALTH INSURANCE

Section 1. The Employer shall, for the term of the agreement, contribute the following amounts towards a full-time employee's monthly health care premium(s):

Single	90%
Employee/Spouse	80%
Employee/Children	80%
Family	70%

Initial contributions as set forth above shall be made within thirty (30) calendar days following the execution of this agreement.

It is understood and agreed that an employee(s) shall pay the difference between the above-referenced amounts and the total amount of the monthly premium for the type of coverage the employee selects as described above. If more than one (1) health care plan is made available through the County Commissioners, the above percentages shall be based on the least expensive of the plans offered.

Section 2. Employees shall be eligible to enroll in said plan(s) on an annual basis, in accordance with the enrollment period(s) described herein.

ARTICLE 29
MEAL PURCHASE

Section 1. Lunch/Meal. During the term of this agreement, bargaining unit employees shall be eligible to purchase one (1) meal per eight (8) hour shift or up to two (2) meals per twelve (12) hour shift at a cost not to exceed one dollar and twenty-five cents (\$1.25) per meal, except the midnight meal which shall continue.

ARTICLE 30
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Monroe County Commissioners, the Monroe

County Sheriff, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions of the agreement relating to overtime compensation shall remain in full force and effect during the emergency.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure in this agreement, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed. All work rules and/or agreements and practices relating to the assignment of all employees will be in effect upon the termination of said emergency.

ARTICLE 31
SEVERABILITY

Section 1. If any provision of this agreement is subsequently declared by legislature or juridical authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provision of this agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. In the event the parties and/or their representatives are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor agreement.

ARTICLE 32
APPLICATION OF CIVIL SERVICE

In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or the Administrative Code:

Contract Article	Supercedes and/or Prevails Over
Article 6, Probation Periods	ORC 124.27; OAC 123: 1-19-01; ORC 124.321 – 132.328
Article 11, Disciplinary Procedures	ORC 124.34
Article 12, Seniority	ORC 124.321 – 124.328
Article 13, Vacancy, Promotions, Transfers	ORC 124.27 – 124.32
Article 14, Layoff and Recall	ORC 124.321 – 124.328; OAC 123: 1-41-01 – 123: 1-41-23

Article 16, Grievance Procedure	ORC 124.34
Article 17, Leaves of Absence	ORC 124.382; ORC 124.386; OAC 123: 1-34-01
Article 19, Hours of Work/Overtime	ORC 4111.03
Article 20, Distribution of Overtime	ORC 4111.03
Article 21, Sick Leave	ORC 124.38 – 124.391; 124.396
Article 22, Sick leave Conversion	124.391; OAC 123: 1-32-05; OAC 123: 1-32-07; OAC 123: 1- 32-08; OAC 123: 1-32-09; OAC 123: 1-32-10
Article 23, Vacations	ORC 325.19
Article 24, Holidays	ORC 325.19

ARTICLE 33
DURATION OF AGREEMENT

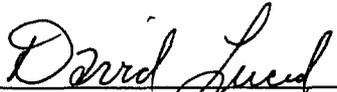
Section 1.

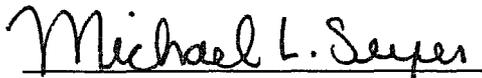
- A. This agreement shall be effective November 1, 2013, and shall remain in full force and effect until October 31, 2016, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union.

SIGNATURE PAGE

**FOR THE MONROE COUNTY
CARE CENTER**


Andrea Cullinan, Administrator


David Lucid, Management Company


Michael L. Seyer, Negotiator

**FOR THE MONROE COUNTY
BOARD OF COMMISSIONERS**


John V. Pyles, President of the
Board of Commissioners

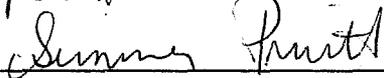

Carl Davis, Commissioner


Tim Price, Commissioner

**FOR AFSCME
OHIO COUNCIL 8 LOCAL 3401**


Sherry Muntz, President *Vice president*


Molly Davis, Bargaining Team Member
president


Summer Pruitt, Bargaining Team
Member


John Johnson, Staff Representative
Bargaining Team Member

Executed this 18 day of 2013.

LETTER OF UNDERSTANDING
DETERMINING SENIORITY

The Monroe County Care Center (Employer) and AFSCME, Ohio Council 8, Local 3401 (Union) hereby agree to the following pursuant to Article 12, Seniority:

For the purpose of determining seniority under the terms of this agreement, the following employees shall be given credit for prior service with other County agencies. The seniority date listed herein reflects any prior service:

The Employer and the Union also agree to the following understanding as to how the senior employee is determined in those instances where two (2) or more employees have the same date of hire. This provision shall apply only to those employees who are an employee of the Care Center on January 1, 1995.

*Molly Davis	9/7/89
*Marguerite Carpenter	8/26/91
* Senior Employee	

LETTER OF UNDERSTANDING
SICK LEAVE PAYMENT/REMITTANCE

Pursuant to Article 17, Leaves of Absence, Section 16, involving sick leave payment and remittance to the Employer upon receiving Bureau of Workers' Compensation payment(s), the following is an example of how such remittance shall occur.

Under the existing provisions of the workers' compensation program, workers' compensation pays seventy-two percent (72%) of the employee's normal pay for the first twelve (12) weeks, then sixty-six and two-thirds percent (66 2/3%) thereafter. For purposes of an example of how this reimbursement would work, the following should be considered:

1. An employee is off one hundred sixty (160) hours. Said employee uses eight (80) hours of sick leave, and said hours are deducted from his accrued sick leave balance.
2. The employee receives a BWC check for 115.2 hours of pay (160 x 72%). The employee signs the check, and it is cashed by the Employer. The Employer retains one-half (1/2) of the check, and recredits/restores 57.6 hours of sick leave (115.2 hours x 50%) to the employee's sick leave balance and remits the balance of the BWC payment to the employee.

The workers' compensation payment percentage used in this example will be changed to reflect future change in the program.

In no event will the employee receive compensation in excess of the number of hours of work missed due to a workers' compensation covered injury.

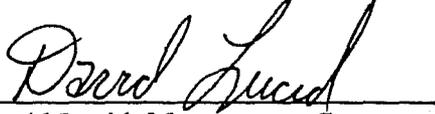
**LETTER OF UNDERSTANDING/
CONVERSION OF PART-TIME SENIORITY**

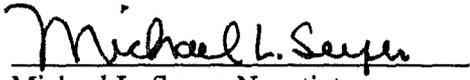
In the event the Employer creates a regular scheduled part-time position during the term of this agreement, the provisions of Section 2 - 5, Article 13, shall apply.

SIGNATURE PAGE

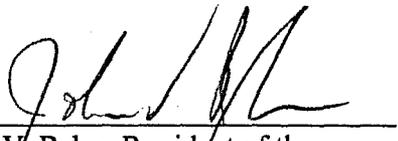
**FOR THE MONROE COUNTY
CARE CENTER**


Andrea Cullinan, Administrator


David Lucid, Management Company


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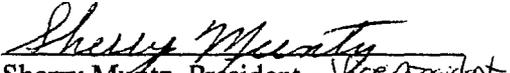
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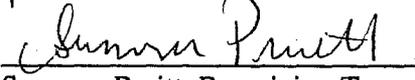

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**FOR AFSCME
OHIO COUNCIL 8 LOCAL 3401**


Sherry Muntz, President ~~Vice president~~


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Bargaining Team Member

Executed this 18 day of 2013.