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08/18/2014

**CONTRACT**

**BETWEEN**

**ERIE COUNTY**

**BOARD OF COMMISSIONERS/THE MEADOWS**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
OHIO COUNCIL 8**

**LOCAL #3358**

**11-01-13 THROUGH 10-31-16**

## INDEX

PREAMBLE .....	4
ARTICLE 1 UNION RECOGNITION .....	4
ARTICLE 2 MANAGEMENT RIGHTS .....	5
ARTICLE 3 STEWARDS/REPRESENTATIVES/OFFICERS .....	5
ARTICLE 4 NON-DISCRIMINATION. ....	6
ARTICLE 5 PROGRESSIVE DISCIPLINE. ....	6
ARTICLE 6 GRIEVANCE PROCEDURE/ARBITRATION .....	7
ARTICLE 7 WORK RULES, POLICIES AND DIRECTIVES .....	9
ARTICLE 8 SENIORITY .....	9
ARTICLE 9 PROBATION PERIOD. ....	10
ARTICLE 10 VACANCY, PROMOTIONS & LATERAL TRANSFERS .....	11
ARTICLE 11 LAYOFF/RECALL .....	12
ARTICLE 12 MILITARY LEAVE. ....	13
ARTICLE 13 COURT LEAVE/JURY DUTY .....	14
ARTICLE 14 PERSONAL LEAVE OF ABSENCE .....	14
ARTICLE 15 UNION DELEGATE LEAVE. ....	15
ARTICLE 16 VACATION .....	15
ARTICLE 17 HOLIDAYS. ....	16
ARTICLE 18 SICK LEAVE .....	17
ARTICLE 19 PERSONAL DAYS .....	20
ARTICLE 20 SUPERVISORY EMPLOYEES .....	20
ARTICLE 21 ATTENDANCE. ....	21
ARTICLE 22 Deleted	
ARTICLE 23 HOURS OF WORK/OVERTIME SCHEDULING .....	22
ARTICLE 24 SCHEDULES .....	24
ARTICLE 25 HEALTH AND SAFETY .....	24
ARTICLE 26 LABOR-MANAGEMENT MEETINGS .....	24
ARTICLE 27 BULLETIN BOARDS .....	25
ARTICLE 28 MISCELLANEOUS .....	25
ARTICLE 29 SALARY REDUCTION PLAN: PERS .....	27
ARTICLE 30 NO STRIKE/NO LOCKOUT. ....	27
ARTICLE 31 HOSPITALIZATION/MAJOR MED .....	28
ARTICLE 32 WAGES .....	28
ARTICLE 33 LEGAL COUNSEL/LIABILITY INSURANCE .....	30
ARTICLE 34 SEVERABILITY/CONFORMANCE AT LAW .....	30

ARTICLE 35 DUES DEDUCTION .....	31
ARTICLE 36 FAIR-SHARE FEE .....	31
ARTICLE 37 DURATION/TERMINATION .....	32
ARTICLE 38 SUCCESSOR CLAUSE .....	33
SIGNATURE PAGE .....	34
APPENDIX A GRIEVANCE FORM .....	35
APPENDIX B WAGES .....	37
APPENDIX B1 PROBATIONARY / NEW HIRE WAGE SCALE .....	38
APPENDIX C DUES DEDUCTION CARD .....	39
APPENDIX D TRANSITIONAL WORK PROGRAM .....	40
APPENDIX E MED PLUS 4 HOSPITALIZATION PLAN .....	41
APPENDIX F DRESS CODE POLICY .....	42
APPENDIX G TEN COMMANDMENTS OF CUSTOMER SERVICE .....	43
APPENDIX H DEPARTMENT OF LABOR FMLA POSTER .....	44

## PREAMBLE

This Agreement entered into by the Erie County Board of Commissioners/Care Facility, hereinafter referred to as the Employer, and the Erie County Care Facility Employees, Local #3358, American Federation of State, County and Municipal Employees, AFL-CIO, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of hours of work, rates of pay, benefits, and other conditions of employment.

### ARTICLE 1 UNION RECOGNITION

**1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent pursuant to 84-RC-04-0496; and 91-REP-02-0027 for the purpose of the establishment of wages, hours of work, and all other conditions of employment.

**INCLUDED:** All employees of the Erie County Care Facility, including: Account Clerk III, Activities Aide, Charge-Nurse-L.P.N., Cook, Custodial Worker 1, Custodial Worker 2, Dietary Aide, Laundry Aide, Maintenance Worker 1, Maintenance Worker 2, Nurse's Aide, Stenographer III, Housekeeping Aide, and Medical Records Technician.

**EXCLUDED:** All professional, confidential employees, management level employees, and supervisors as defined in Chapter 4117 of the Revised Code, including employees in the following classifications: Administrator, Assistant Administrator, Confidential Secretary, Administrative Assistant, Assistant Director of Nurses, Activities and Social Service Director, Day Care Director, Dietary Supervisor, Director of Nursing, Floor Supervisor/RN, Housekeeping Supervisor, Laundry Supervisor, Patient Assessment Nurse, Assistant Dietary Supervisor, and Finance Officer.

**1.02** The established departments within the bargaining unit is defined as:

Clerical	Nursing
Housekeeping	Activities
Food Service	Laundry
Maintenance	*Day Care

\*The parties acknowledge that the Day Care is not presently an active department. If reestablished, the work will be in the bargaining unit.

**1.03** When the Employer proposes to create a new job that is in or outside the bargaining unit, the Union will be advised and provided a copy of the job description.

**1.04** If the new job is to be in the bargaining unit, the Employer and the Union will negotiate terms and conditions, including salary, of such position.

**1.05** If there is a dispute as to Items 3 and 4 above, the matter shall be resolved through the Grievance Procedure, if appropriate, or the procedures of the State Employment Relations Board for inclusion or exclusion within the unit.

**1.06** The parties agree that the General Counsel for the union will prepare the joint petition substituting Medical Records Technician and Maintenance Worker 1 and 2 for the previous positions of Medical Records Clerk and Maintenance Aide 1 and 2, which shall then be sent to the Counsel for the Employer who shall sign and submit to SERB.

**1.07** The Parties agree that the changes listed in 1.01 are subject to review by the General Counsel of Council 8 and approval by the State Employment Relations Board. The review by General Counsel of AFSCME Council 8 is limited to appropriate job descriptions. The Parties recognize that the final decision for inclusion or exclusion is reserved to the Ohio State Employment Relations Board.

## **ARTICLE 2 MANAGEMENT RIGHTS**

- 2.01** The Union recognizes that, except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:
- 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - B. Direct, supervise, evaluate, or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of governmental operations;
  - D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  - E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the Employer as a unit of government;
  - H. Effectively manage the work force;
  - I. Take actions to carry out the mission of the public employer as a governmental unit.
- 2.02** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer, and all rights pursuant to law shall be retained by an individual employee and the Union.

## **ARTICLE 3 STEWARDS/REPRESENTATIVES/OFFICERS**

- 3.01** The Employer agrees to admit not more than two (2) Union Staff Representatives to the Employer's facilities during the Employer's normal hours of work. The Union representatives agree that such visitations shall be for the purposes of meeting the conditions of this Agreement, and/or the requirements of representation of the bargaining unit, and shall not disrupt the normal operation(s). Upon arrival, the Union representatives shall identify himself to the Employer or their representatives.
- 3.02** The Employer will recognize, in addition to all officers, not more than two (2) stewards/representatives, from each shift for purposes of representation of the bargaining unit members, in all labor relations. Such representatives/stewards shall not be recognized by the Employer until the Union informs the Employer as to whom has been selected to serve as representative/steward.
- 3.03** The Union shall provide to the Employer an official roster of its officers, stewards, and Union representatives which is to be kept current at all times, and shall include:
- 1. Name;
  - 2. Address;
  - 3. Home phone number;
  - 4. Union Office held;
- 3.04** In the event of grievance meetings, or other meetings where a Union representative's attendance is required by the Employer and/or this contract, should such meetings be held during a representative's normal hours of work, said representative shall not lose any regular straight time pay or benefits for the duration of said meetings. All other Union business shall be without pay and not during working hours.
- 3.05** The President of the local Union should be the Chief Steward and, in his absence, the Vice President shall serve as Chief Steward.
- 3.06** The parties agree that prior discussion and the actual writing of a grievance, will be on down time, which is defined as breaks, lunch periods, and/or before and/or after work.

## **ARTICLE 4 NON-DISCRIMINATION**

- 4.01** Neither the Employer nor the Union will discriminate against any bargaining unit employee on the protected status basis of age, sex, race, color, creed, physical handicap/disability, national origin, marital status, religious affiliation, Veteran's status, or Union affiliation. Neither the Employer nor Union will discriminate on the basis of Union affiliation, sexual orientation or political affiliation.
- 4.02** All reference to employees in this Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.
- 4.03** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.
- 4.04** The Union agrees not to interfere with the rights of employees to refrain from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.
- 4.05** In the event an employee of the bargaining unit files an appeal to a Federal or State agency regarding items designated in Section 1, herein, said employee will be prohibited from filing a grievance on the same incident. Should such an appeal be filed by an employee, simultaneous to the processing of a grievance on the same issue, such grievance shall be deemed null and void.
- 4.06** The Employer agrees that any Affirmative Action Plan which may be established shall not cause the displacement or reduction of any bargaining unit employee.
- 4.07** Every employee is entitled to equitable and courteous treatment by every other employee. The use of language which would be commonly accepted as insulting, degrading or intimidating and/or any other forms of harassment will not be permitted in the workplace. Any employee found guilty of violating this section shall be subject to disciplinary action. This section is grievable up to Step 3 of the Grievance Procedure. This section may not be submitted to binding arbitration unless mutually agreed to by the parties.

## **ARTICLE 5 PROGRESSIVE DISCIPLINE**

- 5.01** Bargaining unit employees shall not be disciplined without just cause and without first having had a hearing with a Union representative present, should the affected employee so choose, except as otherwise provided herein. Progressive disciplinary action shall consist of the following: oral reprimand, written reprimand, suspension (for example, one (1), three (3), five (5), ten (10) days) and/or dismissal.
- 5.02** Progressive discipline shall take into account the nature of the infractions, an employee's conduct on the job and the employee's record of discipline.
- 5.03** Discipline will be applied in a corrective progressive and uniform manner, except where an employee is caught sleeping on the job or commits an act of gross misconduct. For purposes of this Article, gross misconduct may include incompetency, inefficiency, dishonesty, immoral conduct, discourteous treatment of the public, neglect of duty, gross insubordination, illegal possession of firearms, or the use, sale, and/or possession of illegal mood-altering drugs or alcohol on work premises or work time. Further, an employee who violates any resident right or the "Ten Commandments of Resident Service" (Appendix G ) shall be subject to progressive discipline up to and including termination. An employee who is suspected of being under the influence of mood-

altering substances may be required to submit to a sobriety test or medical examination, the cost of which shall be borne by the Employer.

- 5.04** Copies of all written disciplinary actions shall be forwarded to an affected employee and the Union.
- 5.05** Records of disciplinary actions shall have no force and effect or be considered in future discipline matters twenty-four (24) months after effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall have no force and effect or be considered in future discipline matters eighteen (18) months after effective date, providing there are no intervening disciplinary actions taken during that time period or unless otherwise provided for by this agreement.
- 5.06** The parties agree that all hearings shall be conducted in a businesslike manner.
- 5.07** Appeals from any discipline shall be in the form of a grievance, and filed pursuant to the grievance/arbitration procedure herein. Oral and written reprimands may not be taken beyond Step 3 of the grievance procedure.

**5.08 INVESTIGATION AND CHARGES FOR DISCIPLINE INVOLVING A PREDISCIPLINARY HEARING**

If the Employer contemplates a pre-disciplinary conference, in a matter involving a non-criminal matter, the Employer will reduce the specific charges to writing and give them to the Union within five (5) working days of the Employer's knowledge of the alleged infraction. The Union will be permitted to investigate the charges prior to the hearing. Investigations into employee misconduct shall normally be conducted by the Employer or its designee within fifteen (15) working days of the incident(s) giving rise to the investigation or the discovery of the incident(s) by the Employer, whichever is later. The Employer will give notice to the Union if an investigation will exceed the fifteen (15) working day period. In the event a bargaining unit employee is placed on administrative leave the employee and the Union will be notified of the reason in a timely manner.

- 5.09** If oral or written discipline of an employee(s) is warranted it will be given to the employee within five (5) working days or upon returning to work.

**ARTICLE 6 GRIEVANCE PROCEDURE/ARBITRATION**

- 6.01** The term "grievance" shall mean an allegation that there has been a breach, improper application of this contract and/or misinterpretation of this contract.
- 6.02** Any employee may file a grievance through this Grievance Procedure and by his Union Steward and/or Union Officer. In the event a situation arises affecting more than one member of the bargaining unit, the Union may select to file a grievance (class action) in behalf of the Union membership. A grievance must be submitted at the lowest level which may grant relief.

**6.03 GRIEVANCE STEPS**

The following are the implementation steps and procedures for all grievances to be filed:

**STEP 1.** The employee with a Union Steward/Union Officer shall orally take up a grievance or dispute with the designated supervisor within ten (10) working days of the employee's knowledge of the occurrence. If said grievance or dispute remains unsettled, the employee with a Union Steward/Union Officer shall reduce said grievance to writing and present same to the supervisor within three (3) days. The designated supervisor shall attempt to adjust the matter, and shall respond in writing to the grievant and the Union Steward/Union Officer within three (3) working days after receipt of the written grievance.

**STEP 2.** If the dispute/grievance remains unsettled, it may be appealed, in writing, by the employee, or the Union in the case of a class action grievance, to the Care Facility Administrator and/or his designee,

within five (5) working days after the receipt of the written answer from the Step 1 hearing. The Care Facility Administrator, and/or his designee, shall hold a Step 2 hearing at a mutually-agreed upon date and time. The hearing will be held within ten (10) working days of the appeal to Step 2. The Administrator, or his designee, will respond in writing to the Union within five (5) working days of the Step 2 hearing.

STEP 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Employer (Erie County Commissioners) or its designated representative, within five (5) working days after the Administrator's answer in Step 2. A meeting, at a mutually-agreed upon time and date, between the Employer and/or its representative, and the authorized representative of the Union shall be held within fifteen (15) working days. The employee/grievant or, in the case of group grievances, at least one of the employee/grievants) must be present at such meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer or its representative and the staff representative of the Union. If it is not settled, the Employer or its representative shall give the Employer's written answer to the Union within ten (10) working days following the meeting.

**STEP 4.**

- A. Should any grievance, controversy or dispute remain unsettled after exhausting the aforementioned procedure, either party hereto and only either party shall, if they desire, demand arbitration within ten (10) working days after failing to settle the grievance as outlined in Step 3. The Arbitrator shall be appointed by mutual consent of the parties. The parties shall jointly request the United States Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators, and the parties shall select a single arbitrator from such panel.
- B. The decision of such arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, add to, or to eliminate any provisions of this contract. In the case of a discharge or disciplinary grievance, the Arbitrator shall have the power to return the grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts.

- 6.04** Expenses incident to the services of an arbitrator shall be borne equally by the parties.
- 6.05** The Union and its members may initiate a grievance at any step of the Grievance Procedure provided the Employer representative outlined in the Grievance Procedure would be the party that made the decision giving rise to the grievance.
- 6.06** With mutual agreement of both parties, a pre-arbitration hearing or mediation hearing can be held prior to arbitration, same shall be scheduled as soon as possible.
- 6.07** In the event two (2) or more grievances are filed on any subject matter, the Union may consolidate said grievances into one (1) grievance for purposes of this Article.
- 6.08** EXPEDITED GRIEVANCES. A grievance which can only be answered at the second step may be processed to that step by the grievant, or the Union in the case of a class action grievance, without completing Step 1. Class action grievances may be expedited automatically to Step 2.
- 6.09** WORKING DAYS. Working days are defined as Monday through Friday, excluding any holidays which fall on a Monday through Friday.
- 6.10** EXTENSION OF TIME LIMITS. The parties may agree mutually, in writing, to extend the time limits herein until such time as the parties can schedule a date for a hearing.

- 6.11 SELF REPRESENTATION.** Employees covered by this Agreement may request to represent themselves in a grievance hearing; however, no settlement shall conflict with any provision(s) of this Agreement. The Union shall have representatives present during any such hearing.

## **ARTICLE 7 WORK RULES, POLICIES AND DIRECTIVES**

- 7.01** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer services.
- 7.02** The Employer agrees that to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union no less than five (5) work days prior to the effective date of such rules or amendments. Should any work rules, policies, procedures or directives conflict with any law, or this Agreement, said work rules, policies, procedures or directives shall have no force and effect and be invalid.
- 7.03** All employees shall have their own individual copy of all work rules. All employees will be required to sign for receipt of work rules.

## **ARTICLE 8 SENIORITY**

- 8.01** Seniority shall accrue to all employees of the Facility and shall be based upon the length of continuous service with the Facility in a specific classification. The Employer shall provide seniority lists which shall provide the employee's date of classification seniority, date of facility seniority, date of state seniority, if appropriate, and job title to the Union three (3) times each year no later than February 15, May 15, and October 15 of each year. The Employer shall also remit all seniority personnel changes to the Union within five (5) days after approval of the change in order to keep the seniority lists up to date. These seniority lists shall be posted for all employees, on each department bulletin board.
- 8.02** Varying types of seniority shall be the determining factor for purposes of lateral transfers, promotions, education, training, and special schooling, and terms of this Agreement.
- 8.03** Seniority shall terminate for an employee when they:
- A. Quit;
  - B. Retire;
  - C. Are discharged consistent with the terms of this Agreement;
  - D. Are laid off for a period in excess of eighteen (18) months;
  - E. Fail to notify the Employer of his intention to return within three (3) days after receiving notice of recall and/or fails to report to work within fourteen (14) calendar days after having been recalled;
  - F. Does not report for work for his first scheduled shift after the termination of an authorized leave of absence, unless the employee can provide the Employer with a reasonable excuse for such failure to report;
  - G. Fails to report for three (3) consecutive work days and does not notify the Employer of the reason for his absence;
  - H. If an employee gives a false reason for obtaining a leave of absence, or engages in other primary employment during the hours of work that the employee would normally be at work;
  - I. If an employee is permanently disabled and cannot return to work.
- 8.04** **PART-TIME SENIORITY.** All part-time employees will accrue seniority on an hour for hour worked basis from their most recent date of hire within a classification within the facility.

## **8.05 SENIORITY DEFINED**

- A. **CLASSIFICATION SENIORITY** - Classification seniority is defined as length of time in the most recently-held classification. Classification seniority will be utilized for education, training, special schooling and lateral transfers within the same classification.
- B. **FACILITY SENIORITY** - Facility seniority is defined as total length of service at the Erie County Care Facility. This seniority will be utilized for promotions, lateral transfers outside the same classification, longevity pay, and layoffs.
- C. **STATE SENIORITY** - State seniority is defined as total length of eligible service with the state of Ohio. State seniority will be utilized for Article 16, Vacation.

## **ARTICLE 9 PROBATION PERIOD**

- 9.01 NEW HIRE PROBATIONARY PERIOD.** Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Probationary employees may be removed without recourse during their initial probationary period. A newly hired employee shall be orientated to the Facility, its policies, procedures, and his specific job responsibilities.
- 9.02 EXTENSION OF INITIAL PROBATIONARY PERIOD.** If any employee does not satisfactorily perform during his initial probationary period, the Employer may, at its discretion, extend the employee's initial probationary period for an additional sixty (60) days to address deficiencies noted in the employee's performance. The Employer, at its sole discretion, will determine the adequacy of the employee during the initial probationary period.
- 9.03 PROMOTED EMPLOYEES PROBATIONARY PERIOD.** A newly promoted employee shall serve a probationary period of ninety (90) calendar days. In the event an employee cannot meet the requirements of the promoted job, said employee may request a return to his former position or a similar position. The Employer may permit such a move provided it meets with the operational needs of the department. In the event an employee fails to qualify and perform the functions of the promoted job to the satisfaction of the Employer, said employee will be placed back into the same or a similar position in the classification held prior to the promotion (in either case, without loss of seniority).
- 9.04** Employees promoted to positions outside of the bargaining unit may return to the bargaining unit, within the first forty-five (45) work days, without loss of bargaining unit seniority, in the event the employee cannot perform the tasks of the new position and/or the Employer is not happy with said employee's performance.
- 9.05** Part-time employees that are promoted to full-time in the same classification will not be required to complete another probationary period.
- 9.06** The parties hereto agree that initially hired employees may not file grievances, until such time as the employee is off their newly hired, probationary period; however, the Union reserves its representation rights per O.R.C. 4117.
- 9.07 PROBATIONARY PERIOD FOR PART-TIME EMPLOYEES.** Employees who work less than ten (10) work days per pay period shall have a probationary period determined on the basis of eighty-six (86) days actually worked unless they have already served and passed a probationary period in that classification. The Parties agree to interpret eighty-six (86) days actually worked as any day when the probationary employee works at least four (4) hours. Additional hours beyond the normal

eight (8) hour day will not be counted as extra days worked unless the employees works an additional eight (8) hour period consecutive to the original eight (8) work day.

## **ARTICLE 10 VACANCY, PROMOTIONS & LATERAL TRANSFERS**

- 10.01** The parties agree that all transfers and promotions to positions covered by the Agreement shall be filled in accordance with this Article
- 10.02** Whenever the Employer determines that a permanent vacancy exists, and/or has created a new position, a notice of such vacancy shall be posted on the employee's bulletin board, and department bulletin board, for seven (7) calendar days. During the posting period, any bargaining unit employee wishing to apply for the vacant and/or newly created position shall do so by submitting the proper form to the Business Office. The Employer shall not be obligated to consider any forms submitted after the posting period. If the position is not filled from within the employer will advertise in the local newspaper and post all job vacancies on the county website, [www.erie-county-ohio.net](http://www.erie-county-ohio.net).
- 10.03** The Union shall receive copies of all job postings and new jobs created on the first day of the posting. All postings shall contain the following: job classifications; brief description of the job, rate of pay. The Union shall receive notice as to who left the vacancy, who was awarded the job and those who submit bids. Any more senior employee who is not selected by the Employer may request the reasons in writing.
- 10.04** If there are two (2) or more qualified employees who bid for a given opening, classification seniority shall govern where skill, ability and qualifications are substantially equal.
- 10.05**
- A. A senior qualified bidder from within the classification in which the opening exists shall be considered first, in accordance with his seniority standing for lateral transfers within the classification. If there are no qualified senior bidders from the classification in which the opening exists, then senior qualified bidders from other classifications shall be considered, and the job shall be awarded to the senior qualified employee from another classification that is bidding. For purposes of this section, transfers or promotions outside of the classification shall utilize Facility seniority.
  - B. Any employee who accepts a job opening pursuant to this Article and fails to demonstrate his ability to perform the work involved within thirty (30) days shall be returned to the job he formerly held, displacing the employee (if any) who replaced him. The displaced employee shall also have the ability to be retransferred back to his formerly held position, displacing the employee (if any) who replaced him. An employee may also voluntarily return to his former position during the first fifteen (15) calendar day period, provided said employee gives the Employer at least one (1) week written notice within that fifteen (15) day period.
  - C. Any employee who is promoted pursuant to the provisions of this Article shall receive the rate of pay of the higher classification from the first day the employee actually performs services in the higher classification.
  - D. An employee awarded a position under this article must be placed in the position within thirty (30) days unless the Parties agree to an extension for the needs of the Facility.
- 10.06** **TEMPORARY FILLING OF POSITIONS.** The Employer may temporarily fill a posted position until such time it is determined that a senior qualified employee has bid on the vacant position, or until a new employee is hired. If the Employer temporarily fills such an opening, such temporary appointment shall not exceed thirty (30) calendar days. The least senior employee within the

classification shall be assigned, if necessary. 'Least senior' is defined as the least senior in the combined group of part-time and full-time employees. When it is necessary to fill a vacancy for a period of thirty (30) days, the Employer will first post the vacancy to request volunteers for temporarily filling the position. If there are no volunteers, then the Employer shall require the least senior of the part-time and full-time employees to work in the vacant position. After the selected employee has worked the number of days provided for in the contract, and if the vacancy continues, then the next least senior employee shall be required to work for a period of thirty (30) days, or the remaining time necessary to complete the hiring process, whichever is less. During the period that the employee works in the temporary position, the employee will be paid the rate of pay for the position he occupies. The Employer will make reasonable efforts to fill vacancies in a timely manner.

- 10.07** Those employees who successfully bid on lateral transfers, pursuant to this Article, shall continue to receive their present base rate of pay, as long as the transfer(s) remains in their own classification.
- 10.08** If in the event no qualified employees within the Facility bid for any lateral transfers or promotions, then the Employer may hire from other sources.
- 10.09** No employee may exercise the transfer rights provided in Article 10 for a period of six (6) months after making a lateral transfer or six (6) months following a completion of initial or any subsequent probationary period. Notwithstanding this provision, probationary part-time employees may exercise lateral transfer rights at any time for the purpose of transferring from a part-time position into a full-time position after internal bid procedure in 10.09 has been exhausted. An employee who demonstrates extenuating circumstances may be permitted to exercise his transfer rights more frequently.
- 10.10** An employee applying for and being awarded a lateral transfer or promotion according to the terms of this article and who subsequently declines the award shall be ineligible to exercise the transfer rights provided in this Article for a period of twelve (12) months following the decline of the award. An employee who demonstrates extenuating circumstances may be permitted to exercise his transfer or promotion rights more frequently.
- 10.11** An employee who has been issued any disciplinary action, beyond a written warning, may not bid on a vacancy for a period of three (3) months after the issuance of the discipline. An employee may only exercise his bidding rights twice during any calendar year. An employee may not bid on a new position until he has occupied his present position for at least six (6) months beyond the satisfactory completion of his probationary period. An employee within this six (6) month window may bid on vacancies considered a promotion or a higher paying shift. An employee may not bid on a position if he is on a leave of absence at the time the posting period ends. This section is not applicable in the case of a layoff in accordance with Article 11 Layoff and Recall.

## **ARTICLE 11 LAYOFF/RECALL**

- 11.01** In case of any layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of any impending layoff. The parties will meet to discuss possible alternatives and the impact of any such layoff of bargaining unit employees prior to any layoffs occurring.
- 11.02** The Employer may lay off employees due to lack of work or lack of funds. Affected employees shall receive notice of any layoff fourteen (14) days prior to any effective layoff date; and if necessary, in the following order:
  - A. Temporary employees;
  - B. Seasonal employees;
  - C. Provisional employees;

- D. Part time probationary employees
- E. Full time probationary employees;
- F. Part-time employees (except as noted in paragraph H below);
- G. Full time employees
- H. In the case of layoffs, in order to maintain a necessary rate of full-time to part-time staff, full-time employees shall be offered the opportunity to displace part-time employee based on seniority. At no time shall the ratio of full-time employees to part-time employees fall below one (1) part-time employee to every 2 full-time employees.
- I. In the event of further reductions in force, employees will be laid off from affected classifications in accordance with their seniority and their ability to perform the remaining work available. When two (2) or more employees have equal skill, ability and qualifications, the employees with the least amount of house seniority will be laid off first.

**11.03** A permanent employee laid off may exercise his seniority to displace the least senior employee in the equal-rated job classification or a lower-rated job classification that is available, provided said employee can perform the work of the new position.

**11.04** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. As work becomes available, those employees on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the available work and are qualified to perform the duties of the job classification to which they are recalled. If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off, in the event it subsequently becomes available. The Employer shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the work in an affected job classification and are willing to be recalled. An employee who refuses recall to the position from which he was originally laid off shall be removed from the recall list. An employee is responsible for notifying the facility of a current address during the period of time when he has recall rights.

**11.05** Employees eligible for recall shall be given a fourteen (14) calendar day notice of recall and the notice shall be sent to the employee by certified mail, with a copy sent to the Union. The affected employee must notify the Employer of his intention to return within three (3) calendar days after receipt of a notice of recall. By seniority, any laid off bargaining unit employee will be offered any available hours prior to the use of any non-bargaining unit or agency employee.

## **ARTICLE 12 MILITARY LEAVE**

**12.01** A member of the Ohio National Guard, Ohio Defense Corps, the Naval Militia or other reserve components of the armed forces of the United States, is entitled to leave of absence without loss of pay while on active duty, or field training for periods of time not to exceed a total of 31 (176 work hours or 22 work days) in any one calendar year. These work days without loss of pay may not be continuous time period, but of several time periods. When the military pay is lower, an employee is eligible to receive the difference between his daily county rate and his daily military rate. This article only applies to the regularly scheduled work day. For the purposes of this section, overtime worked will not be calculated in the daily county pay rate. To be eligible for military duty pay, an employee must submit a pay voucher from the armed forces unit showing the duration of service and amount of remuneration received. The Employer will pay the difference between the employee's regular rate of pay and the pay voucher.

**12.02** The Employer will continue the Hospitalization/ Major Medical/Life Insurance, etc. for any such employee up to and including ninety (90) days or until their military insurance takes effect, whichever occurs first.

- 12.03** The Parties will recognize and follow the required laws and regulations, including revisions, and/or Commission policy, as appropriate (i.e., LMC meetings).

#### **ARTICLE 13 COURT LEAVE/JURY DUTY**

- 13.01** The Employer shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court OR legal administrative tribunal, for jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received from the court or jury duty, less legitimate expenses, is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours. To be eligible for jury or witness duty pay, an employee must submit a jury or witness pay voucher from the Court showing the duration of service and amount of remuneration received. The Employer will make every reasonable effort to adjust an employee's shift to accommodate jury duty.
- 13.02** Employees shall be entitled to unpaid excused absence when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, any action against the Employer when the employee is a plaintiff, etc. These absences will be approved leave without pay unless the employee wishes to utilize accrued vacation time. Should an employee elect to use accrued vacation, he shall so notify the Employer at least two (2) weeks in advance of his court date, whenever possible.
- 13.03** First shift employees released from jury duty four (4) hours prior to the end of his scheduled work day, shall report to work for the remaining hours. Second shift employees who serve more than four (4) hours jury duty will be excused from their shift. Third shift employees are required to verify with the court if their attendance is required for the next day.

#### **ARTICLE 14 PERSONAL LEAVE OF ABSENCE**

- 14.01** FAMILY AND MEDICAL LEAVE. Any employee may request and be granted an unpaid leave of absence for family/medical leave purposes, including maternity or paternity leave. This leave may extend for a period not to exceed twelve (12) calendar weeks. The employee shall be required to exhaust any accrued paid leave prior to beginning the period of the family leave. Any paid accrued leave shall be deducted from the twelve (12) week period. An employee is eligible for family leave upon completion of one (1) year of employment and 1,250 hours worked in the previous twelve (12) month period. Appropriate physician certification is required. The Employer may designate any or all portions of leave as FMLA. Leaves of absence without pay may be requested for medical and family reasons for periods not to exceed three (3) additional months beyond the family and medical leave. An employee may have no more than a total of six (6) months leave in a twelve (12) month period. The authorization for such leave will be at the discretion of the Employer. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, if available, or to a similar position, as determined by the Administrator. If the employee fails to return to work at the expiration of a leave of absence, the employee will be deemed to be absent without leave. If the absence continues for more than three (3) days, the employee shall be subject to removal. Approved leaves of absences do not constitute a break in service. Any employee that has temporarily filled a position during the unpaid leave of absence shall revert back to his former position. (Reference Appendix H – Department of Labor FMLA Poster).
- 14.02** EDUCATIONAL LEAVE. Educational leave without pay may be granted for a maximum of two (2) years for purposes of education, which would be of benefit to the Facility by improved performance. The Employer has the sole discretion in the granting of Educational Leaves.
- 14.03** DISABILITY SEPARATION. If an employee has an illness or injury whereby the employee is unable to perform the substantial and material duties of a position, supported by a physician's

certificate, the employee may request a leave of absence without pay for a period of up to six (6) months. An employee is permitted a total of six (6) months Employer approved unpaid leave in a twelve month period for the same illness/injury or complications arising out of such illness/injury. In the event of an extended illness, employees may receive a disability separation with reinstatement rights to three years including any leave of absence without pay for the same illness. An employee will be considered to have reinstatement rights until a total of three (3) years in a five (5) year period have accrued. If an employee returns from a disability separation and subsequently requests and receives another disability separation, all time during a five (5) year period which is characterized as disability separation will be counted towards the limit of three (3) years. Each illness/injury or complications arising out of such illness/injury shall be considered separately in the interpreting this section. Thirty (30) days advance notice is required, along with a physician's certificate, for reinstatement. An employee returning from leave as a result of an illness or injury, certified by a licensed physician, must have a release from that physician before returning to work.

**ARTICLE 15 UNION DELEGATE LEAVE**

- 15.01 Duly elected Union delegates or alternates to the annual conventions of the Union Council 8, and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed ten (10) days per year for all employees in the bargaining unit. The number of employees shall be limited to three (3) employees for any one such convention. The Union shall notify the County fifteen (15) days prior to said conventions, of the employees attending.
- 15.02 No more than two persons from any single classification shall be in any one such convention.
- 15.03 Employees may utilize earned vacation time in lieu of time off without pay for any such time at these conventions.

**ARTICLE 16 VACATION**

- 16.01 All permanent full-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, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>PER PAY PERIOD</u>
Less than 1 year	None	0.00 hrs.
1 year but less than 8 years	80 hours	3.08 hrs.
8 years but less than 15 years	120 hours	4.61 hrs.
15 years but less than 25 years	160 hours	6.15 hrs.
25 years or more	200 hours	7.69 hrs.

Vacation is earned and charged on the basis of an eighty (80) hour bi-weekly basis. Vacation time is not earned while an employee is on unpaid leave status. Permanent part-time employees shall be entitled to an annual unpaid vacation based upon their years of service, pro-rated to the number of hours regularly scheduled to work in an average pay period.

- 16.02 No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.
- 16.03 Vacations may be taken in minimum increments of fifteen (15) minutes. Vacations are scheduled in accordance with the workload requirements of the individual divisions, with the approval of the Administrator.
- 16.04 All changes in the schedule shall be made on a "first come-first served" basis for those unscheduled and available weeks remaining. For an employee wishing to change or cancel all or part of his approved vacation of five (5) days or more after the request due date, the Employer may

grant the employee's request if there is a bona fide emergency, or circumstances beyond the control of the employee. The Employer shall have the right to deny vacation requests if workload requirements so mandate; however, the Employer shall not be arbitrary nor capricious, in the application of this Article.

- 16.05 Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs, or circumstances beyond the control of the Employer.
- 16.06 Employees may carry over earned accumulated vacation leave from year to year, to a maximum carry over one (1) years. Such a request for vacation leave carry over shall be made in writing and approved by the Employer in advance of the actual carry over. In the request for carry over, the employee shall state the reason(s) for such carry over.
- 16.07 Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for one (1) year. In the event the Employer has denied vacation scheduling that takes an employee over one (1) year, the Employer shall pay off the employee concerning the affected year.
- 16.08 In the case of death of a bargaining unit member, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to his estate.
- 16.09 Vacation requests of five (5) days or more must be submitted, in writing, on the proper form to the business office and be date stamped. Vacation approval or denial will be returned to the employee by the response date. If a request is received by the dates listed below, the Employer will make a reasonable effort to honor the employee's request.

In cases of submitted vacation requests for the same time period, classification seniority will prevail. Individual requests submitted may be approved based upon operational needs of the facility. Vacations are not to be considered final until the employee receives written confirmation of his request.

- 16.10 The Employer agrees that members of the bargaining unit, who are eligible for vacation credit under O.R.C. 9.44, as amended effective 10/25/95, will receive such credit. Any bargaining unit member who did not already receive credit for time served in public employment under prior-enacted O.R.C. 9.44 shall be required to have written confirmation of such Ohio public employment.
- 16.11 Vacation requests submitted will be granted on a first-come, first-serve basis by classification seniority. Written vacation approval shall be returned to an employee within five (5) working days of such a request.
- 16.12 Up to two (2) employees, per classification, per shift, may take vacation at the same time when staffing levels allow. Vacation requests made two (2) weeks in advance may be granted when staffing levels allow. Short term requests may be granted at management's discretion when staffing levels allow.
- 16.13 Once per year, employees have the option to cash in a forty (40) hour block of accumulated vacation time at their current rate of pay, normal withholding will apply.

## **ARTICLE 17 HOLIDAYS**

17.01 All permanent full time employees shall be entitled to the following paid holidays, per year:

New Year's Day	Christmas Eve
Martin Luther King Day	Veteran's Day

President's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

The clerical employees in the front office will substitute the County holiday of Columbus Day for the bargaining unit holiday of Christmas Eve.

- 17.02 If an employee regularly works Monday through Friday and the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday; or, if any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.
- 17.03 If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the actual holiday.
- 17.04 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in §17.01 above when no work is performed on such holidays.
- 17.05 In order to be eligible for holiday pay, an employee must work his entire scheduled shift before and his entire scheduled shift after the holiday. Employees who are on appropriate leave or clock in within seven (7) minutes of starting time will not lose holiday pay.
- 17.05A An employee who calls off on a holiday they are scheduled to work, which then results in the mandation of overtime, shall forfeit all pay for that day (holiday, sick, vacation, personal).
- 17.06 HOLIDAY SCHEDULING. The employer will designate an A/B assignment to the lines on the schedule. A sufficient number of employees within each classification/shift must be on duty on each holiday. Holiday A/B assignments take precedence over days off, weekends, personal days, and vacation.

A Schedule

New Year's Day  
Christmas Eve  
Thanksgiving Day  
Independence Day  
Veterans Day  
Martin Luther King Day

B Schedule

New Year's Eve  
Christmas Day  
Day after Thanksgiving  
Memorial Day  
Labor Day  
President's Day

- 17.07 HOLIDAY PAY FOR PART-TIME EMPLOYEES. All part-time employees will receive two times (2) their regular rate of pay for all hours worked on a holiday. Part-time employees will receive two (2) times their hourly rate of pay for all hours actually worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve and Christmas Day.
- 17.08 Regular days off during holiday schedule will not change unless day off falls on the actual holiday. Volunteer staffing for the holiday will be granted by classification seniority without regard to equalization of overtime. If days scheduled off during the holiday schedule are of less than ten (10) days for full-time employees, they may elect to work ten (10) days in the pay period and will be granted their request.

**ARTICLE 18 SICK LEAVE**

- 18.01 CREDITING OF SICK LEAVE. Sick leave shall be earned at the rate of 4.6 hours for each biweekly pay period in active pay status, including vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

- 18.02 EXPIRATION OF SICK LEAVE.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave, at the discretion of the Employer.
- 18.03 CHARGING SICK LEAVE.** Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 18.04 USES OF SICK LEAVE.** Sick leave shall be granted to an employee upon approval of the Employer or Its designee for the following reasons:
- A. Illness or injury of the employee;
  - B. Death of a member of his immediate family in accordance with 18.09;
  - C. Medical, dental, or optical examination or treatment of the employee which cannot be scheduled during non-working hours.
  - D. If a member of the immediate family is afflicted with a contagious disease and requires the care and attention of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
  - E. Pregnancy and/or childbirth and other conditions related thereto.
  - F. If a member of the immediate family needs care which must be provided by the employee, the employee must certify, in writing, that he must be off to attend to the needs of the family member.
  - G. If a member of the immediate family, not residing in the home, needs care which must be provided by the employee, the physician must certify, in writing, that the employee must be off the attend to the needs of the named family member.
- 18.05 EVIDENCE REQUIRED FOR SICK LEAVE USAGE.** The Employer shall require an employee to furnish a standard written signed physician statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written signed sick leave statement, or a physician's certificate may be grounds for disciplinary action.
- 18.06 NOTIFICATION BY EMPLOYEE OF INABILITY TO WORK.** When an employee is unable to work, he shall notify his immediate supervisor or other designated person as soon as possible and/or no later than two (2) hours before the time he is scheduled to report to work on each day of absence unless the employee has made other reporting arrangements with his immediate supervisor. Verified emergencies or mitigating circumstances will be evaluated on a case-by-case basis by the Administrator.
- 18.07 PHYSICIAN STATEMENT FOR SICK LEAVE.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where the employee is absent for three (3) or more consecutive days due to illness, or if the Employer determines that there is a pattern of abuse of sick leave, the employee may be required to furnish a statement from a licensed physician, notifying the Employer that the employee was unable to perform his duties. Sick leave abuse may subject an employee to discipline, pursuant to the Disciplinary Procedure of this contract.
- 18.08 PHYSICIAN'S EXAMINATION.** When reasonable under the circumstances, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave or required to remain on sick leave. If found to be medically qualified to return to work, the employee shall return within three (3) calendar days of the date of the receipt of the Employer's notice to return to work. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the union, the

Employer shall disclose in writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne by the employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the Employer.

**18.09 FUNERAL / BEREAVEMENT LEAVE.** Time off with pay will be granted to full time permanent employees who attend the funeral or memorial service of a family member as follows:

- A. IMMEDIATE FAMILY. Five (5) consecutive work days, including the funeral, paid leave will be granted to an employee upon the death of an immediate family member, which is considered to be a spouse; parent; sibling; child; step-child residing in the home; or an individual serving as 'in loco parentis', if documented prior to the death.
- B. EXTENDED FAMILY. Three (3) consecutive work days, including the funeral, paid leave will be granted to an employee upon the death of an extended family member, which is considered to be a stepchild living outside the residence of the employee; step-parent; grandchild or grandparents, father-in-law; or mother-in-law; or significant other who resides in the residence of the employee if documented prior to death.
- C. DISTANT FAMILY. Two (2) consecutive work days, including the funeral, paid leave will be granted to an employee upon the death of an distant family member, which is considered to be a stepsister; stepbrother; sister-in law; brother-in-law, employee's aunt; employee's uncle; employee's niece; or employee's nephew.
- D. Personal time or vacation may be taken for other persons, if schedule permits.

The employee shall be required to submit proof of attendance at the funeral in the form of a funeral director's written statement for payment of funeral leave for funerals outside the county boundaries or whenever an employee's name does not appear in an obituary. Employees who experience a death in the extended or distant family and the funeral is more than three hundred (300) miles from the city limits, will be granted one additional day. Additional time, to be deducted from accrued sick leave may be granted by the administrator as circumstances require. Proof of death shall be required in all cases. Part-time employees are eligible for the following pro-rata share of funeral leave:

Immediate family	3 days
Extended family	2 days
Distant family	1 day

**18.10 RETENTION OF SICK LEAVE.** An employee who transfers from another public agency to the county shall retain credit for any sick leave earned, so long as he is employed by the Facility, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment, providing such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public services.

**18.11** The Employer shall not be arbitrary or capricious regarding the application of this Article.

**18.12** The parties agree that employees may utilize their earned sick leave for purposes of paternity and/or maternity reasons.

**18.13** The parties agree that the established part-time employees in the bargaining unit shall continue to receive a pro-rata share of sick leave benefits as determined by their hours of work.

## **ARTICLE 19 PERSONAL DAYS**

**19.01** All permanent full-time employees are entitled to three (3) personal days, based upon their shift assignment (8-hrs, 10-hrs, or 12-hrs per shift), off with pay in a calendar year. All employees must have successfully completed their initial probationary period to be eligible for the personal days. Should an employee change shift assignments, their remaining personal time will be prorated to reflect the new shift assignment.

All permanent part-time employees are entitled to personal days based on the following schedule:

<u>Care Facility Service</u>	<u>Personal Days</u>
After 1 year	2
After 5 years	3

**19.02** Such personal days may be taken in fifteen (15) minute increments and shall be scheduled by the employee in the contract year said personal days are earned. There shall be no carry-over of personal days.

**19.03** An employee shall take his personal days at his choosing, with the following criteria:

- A. Request for a personal day must be made in writing to the Employer or its designee twenty-four (24) hours in advance of the intended day off.
- B. The personal day off shall not be in conflict with the operations of the department (weekends included).
- C. The Employer or its designee shall give written approval of said request.
- D. Personal days may be taken on weekends, not as part of guaranteed weekends and must be taken in four (4) hour increments.
- E. Personal day requests made two (2) weeks in advance may be granted when staffing levels allow. Short term requests may be granted at management's discretion.

**19.04** If the employee does not schedule his personal days off by thirty (30) days prior to the end of the year in which the days were earned, or fourteen (14) days prior to termination of employment, he shall forfeit his personal day(s) and not be entitled to compensation for such day(s).

## **ARTICLE 20 SUPERVISORY EMPLOYEES**

**20.01** Bargaining unit employees shall not be displaced or laid off as the result of supervisory personnel doing bargaining unit work.

**20.02** When all available employees are working and there are no bargaining unit members available to perform the work (overtime provisions, call-in provisions, absenteeism), supervisory employees may assist in the performance of bargaining unit work; however, no supervisory employee can bump an employee from their bid job.

**20.03** Supervisory employees may give training, instructions, and/or directions to the bargaining unit, but said actions shall not create or cause displacement, or a layoff of a bargaining unit employee.

20.04 The parties agree that supervisors may temporarily perform bargaining unit work for short periods of time, due to excess shortage of personnel.

## ARTICLE 21 ATTENDANCE

### 21.01 ATTENDANCE DEFINED

- A. **ABSENTEEISM.** Absenteeism is defined as any unscheduled time taken off when an employee would normally be scheduled to work. Except as otherwise stated in this policy, absence is absence, regardless of the reason, even for an illness for which you have a doctor's excuse. Absences may be for a full shift, a partial shift, multiple shifts, or a portion of a shift. Absenteeism is calculated on the records kept and not on hearsay. If you work less than two (2) hours of an eight (8) hour shift, this will count as an absence.
- B. **TARDINESS.** When an employee punches into the facility beyond the employee's official start time. Failure to clock in (via assigned clock, not supervisor slip) will also be considered as tardy. The Administrator has it within their discretion to excuse tardies and missed punches for just cause.
- C. **OCCASION OF ABSENCE.** An occasion of absence occurs when an employee is off from work for an unscheduled period of time. Each instance of unscheduled time off, no matter how short, constitutes an occasion of absence. Instances where an employee has a prior documented chronic illness will not count as an occasion of absence. Unscheduled absences for consecutive shifts for the same event will be counted as one absence.
- D. **NO CALL / NO SHOW.** When an employee does not report to work as scheduled or respond to scheduled call within their scheduled shift and the employee does not contact their immediate supervisor to advise of their absence. The employee is responsible for making the call unless the employee is hospitalized or totally incapacitated. No call / no show is a serious offense which may result in termination, even for a first offense, unless there are explained extenuating circumstances.
- E. **EXCUSED ABSENCE(S).** In order to protect employees who have a good attendance record, and find themselves in a situation that requires them to miss work, an employee will be permitted three (3) occasions of excused absence in a rolling twelve (12) month period. Employees must present sufficient proof of absence. Sufficient proof of absence is a physician's slip which notes the employee's name, date of the examination, reason for the absence, and includes the physician's signature. The three (3) occasions of excused absence will not count against the employee's attendance bonus. For purposes of this Article, tardies may not be excused.
- F. **VALID EXCUSES.** The following reasons will be considered valid excuses for violations of the Attendance Policy and will not be held against the employee's attendance:
- scheduled vacation or personal days according to contracted approval notice
  - scheduled holidays
  - valid FMLA – requires valid documentation previously on file and is subject to re-determinations
  - short term disability – requires valid documentation
  - injured on the job and requiring medical attention
  - time missed for valid workers' compensation injuries or hearings – requires valid documentation
  - funeral leave – per provisions of labor agreement
  - disciplinary suspensions
  - jury duty – requires notification and documentation
  - subpoena to court – requires documentation (victim or witness)

- flooding or natural disaster – valid documentation must be provided to support claim
- layoff / low census – work hour reduction
- military leave
- adverse weather days declared at a Level 3 by the County Sheriff
- doctor visits scheduled twenty-four (24) hours in advance with proof of the visit provided to the Administrator

**21.02** Employees may be disciplined for observable patterns of abuse of sick time and/or absenteeism.

**21.03** An employee who establishes a pattern of abuse of attendance, shall be subject to the Progressive Disciplinary Procedure of this contract on the following basis:

- A. An employee who has four (4) occasions of absence or who is tardy five (5) times within a three (3) month period will receive an oral reprimand.
- B. An employee who has received an oral reprimand, and who subsequently has five (5) occasions of absence or who is tardy four (4) times within the succeeding twelve (12) month period from the date of the oral reprimand shall receive a written reprimand.
- C. An employee who has received a written reprimand, and who subsequently has five (5) occasions of absence or who is tardy four (4) times within the succeeding twelve (12) month period from the date of the written reprimand shall receive a three (3) day suspension.
- D. An employee who has received a suspension, and who subsequently has three (3) occasions of absence or who is tardy four (4) times within the succeeding twelve (12) month period from the date of the suspension shall be terminated from employment.
- E. An employee who documents the existence of a chronic condition prior to the accrual of occasions of absence or tardiness may have those instances disregarded. An employee who provides a physician's signed statement prior to beginning work after an instance of absence may have that instance disregarded.

**21.04** TARDY. An employee who is tardy will be docked for the minutes lost from work due to tardiness.

**21.05** Use of paid benefit time does not affect whether or not the absence is determined to be scheduled or unscheduled.

**21.06** Employees are prohibited from engaging in either of the following during a paid or unpaid sick leave, including, but not limited to, leave for serious health condition of the employee or the employee's immediate family under the FMLA:

A. any paid employment of any kind.

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 may subject the employee to immediate discharge.

## **ARTICLE 22 Deleted**

## **ARTICLE 23 HOURS OF WORK/OVERTIME SCHEDULING**

### **23.01 NORMAL WORK WEEK**

- A. The normal work period for all full-time employees is ten (10) days and eighty (80) hours per pay period. The work week shall begin at 12:01 am on Sunday and end at 11:59 pm on Saturday for all

departments except Maintenance and Clerical. The normal work week for the Maintenance and clerical departments shall be Monday through Friday.

- B. The normal work day shall be determined by the work hours scheduled exclusive of one (1) thirty (30) minute unpaid lunch period.
- C. Employees will receive one (1) fifteen minute paid rest break in the first four (4) hours of work and one (1) fifteen minute paid rest break in the last four (4) hours of work each day. The present system of scheduling breaks shall continue for the life of this Agreement.
- D. The Employer agrees that an employee shall normally not be scheduled for more than five (5) consecutive days of work in any given biweekly period, without the employee's consent. An employee who is required to work more than five (5) consecutive days shall receive an adjusted day off during the same pay period if staffing requirements allow.

### **23.02 OVERTIME**

- A. Employees working overtime shall receive time and one-half (1½) of the employee's regular rate of pay when they actually work in excess of forty (40) hours in a work week. Employees shall receive double (2X) time for hours worked on an actual holiday. For the purposes of this Article, hours actually worked shall not include any paid or unpaid time off.
- B. Employees who work four (4) hours of overtime contiguous of his regular shift or works four (4) hours or more of overtime shall receive a paid fifteen (15) minute rest break during the four (4) hour work period and shall also receive a paid lunch period of thirty (30) minutes during the four (4) hour time period.
- C. The parties recognize that the Employer may use the most efficient and cost effective methods to manage staffing, including using staff that does not result in overtime costs before incurring overtime.

### **23.03 EQUALIZATION OF OVERTIME/VOLUNTEERING**

- A. Overtime will be equalized among permanent employees.

Volunteers will be utilized first from the daily posting and open shift posting. Schedules will be posted every other week for three (3) full days and taken down on the fourth day as time allows.

### **23.04 MANDATION OF OVERTIME**

The Employer will attempt to use volunteers, and part-time employees which do not result in overtime before mandating employees to work overtime.

- A. Employees who are mandated five (5) or more times in the same month will receive double time (2X) for all hours mandated beyond the first four (4) hour mandation (instead of time and a half). Mandation is defined as an additional four (4) hours worked.
- B. The mandation list per shift will be posted and updated daily by the supervisors so that employees are aware of how soon they may be mandated.

An employee will not be required to work mandatory overtime on a regularly-scheduled day off vacation, or personal day.

**23.05 8-HR WORK RESTRICTIONS.** Restrictions on the amount of hours an employee may work will be permitted for up to twelve (12) weeks per condition unless otherwise covered by law. Employees

who present an 8-hour work restriction must have that restriction updated by their physician every thirty (30) days during the period of restriction. Physician slip must indicate the employee's name, date of examination, condition or diagnosis leading to the restricted work hours, prognosis on when employee may be returned to full duty without restrictions and physician signature. An employee under an 8-hour restriction is prohibited from volunteering for overtime. An employee on an 8-hr restriction may be mandated with an adjustment to their normal scheduled hours. An employee may not exercise his bid rights during the period of restriction unless otherwise prohibited by law. Any employee on eight (8) hour restrictions will be scheduled to work the hours scheduled by management, based on operational needs.

## **ARTICLE 24 SCHEDULES**

**24.01 WORK STATIONS/ASSIGNMENTS.** Work stations and work assignments will be made based on facility and resident needs. The Employer maintains the right to change schedule lines based on operational needs.

**24.02 REST BETWEEN SHIFTS.** The Employer will provide at least eight hours off between shifts. The Employer will attempt to provide 12 hours off between shifts when staffing possible.

## **ARTICLE 25 HEALTH AND SAFETY**

**25.01** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, Employer provided tools, equipment and working methods for its employees. The Employer will attempt to correct unsafe working conditions, and see that the safety rules and safe working methods are followed by their employees. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Management. All alleged unsafe working conditions or equipment shall be orally reported to the Administrator, or his designee, immediately upon discovery followed by a facility written report as soon as practicable.

**25.02** The Health and Safety Committee will be comprised of representatives of the Employer and Union, and;

1. Will meet monthly, or as needed for review and discussions on safety matters.
2. The Safety Committee minutes will be posted for employees on the bulletin boards.
3. Safety in-service training and orientation will be held periodically for employees as needed.

**25.03** Employees will be required to complete a written safety issue on the safety forms, and turn said safety forms into a supervisor or the administrator and one (1) copy to the maintenance department if repairs are necessary. Employee(s) can also report to the Safety Committee members, safety issues and concerns.

## **ARTICLE 26 LABOR-MANAGEMENT MEETINGS**

**26.01** In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled within 10 working days. The parties shall determine who shall represent them individually at any scheduled labor-management meeting.

**26.02** The party requesting the meeting shall provide an agenda of items of which they wish to discuss at least five (5) days prior to the scheduled meeting, unless agreed otherwise. Proper subjects for a Labor Management meeting include, but are not limited to:

- A. Discussion of the administration of the agreement;

- B. Notification to the Union of changes made by the Employer which may affect the bargaining unit employees;
- C. Dissemination of general information of interest to the parties;
- D. Discussion of ways to improve safety, health, and increase productivity and efficiency.
- E. Orientation and training procedures.

**26.03** At each meeting there shall be equal numbers of representatives for each side, normally not to exceed four (4) individuals, unless the Parties agree mutually to additional individual(s).

#### **ARTICLE 27 BULLETIN BOARDS**

**27.01** The Employer shall provide space for a 2' x 4' covered bulletin board for the Union.

**27.02** The president and/or vice-president may give authorization to stewards and/or officers for purposes of posting proper materials thereon. All posted notices shall be signed by the Union official responsible for posting the notice. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees, and independent arms of the Union; and
- G. Rulings or policies of the Union.
- H. Membership opportunities, scholarships, etc.

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

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in (a) through (e) above.
- B. Personal attacks upon any other employee, the Employer, or any elected office holder.

If the Employer alleges a violation of this section, it shall, by written memorandum containing the basis for the allegation, direct the responsible Union official to remove the document. The Union official, if on duty, shall comply by the end of his shift, or if not on duty, within a twelve (12) hour period following receipt of said order.

**27.03** No Union related materials of any kind may be posted anywhere in the Employer's facility, or on the Employer's equipment except as provided above. The Employer or his designee shall, on his own initiative or on complaint, immediately remove the posted material.

#### **ARTICLE 28 MISCELLANEOUS**

**28.01** **JOB CLASSIFICATIONS.** The parties agree that the bargaining unit job classifications and duties shall not be changed, altered, or split, during the life of this Agreement, without mutual consent of the parties. The job descriptions should accurately reflect the duties of the position described. The Employer reserves the right to adjust job descriptions to meet the requirements of federal law. Any changes will be transmitted to the Union for comments under Article 26, Labor/Management meeting.

**28.02** **DEFERRED COMPENSATION.** Employees will have access to join a Compensation Program, providing it is available.

- 28.03 REVIEW OF PERSONNEL FOLDERS.** Employees shall be allowed to review their personnel folders at any reasonable time upon request, in the presence of a representative of the Employer (Human Resources). The Employee may schedule a time with Human Resources to review<sup>2</sup> and copy their personnel folder at the employee's expense as set by the Erie County Board of Commissioners. If an employee, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access the employee may file a grievance with the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegation, the documentation supporting such inaccuracy may be attached to the documents in the personnel file to show that such documents are inaccurate. Nothing shall be taken from a personnel file. All medical records shall be kept separate from the normal contents of a personnel file. The Union may review an employee's medical records contained in his personnel folder upon a written authorization from the employee. References from prior employers and the employee's social security number are exempt from the Open Records Act and therefore are not available to an employee or to a Union representative.
- 28.04 DRESS CODE.** The Facility dress code contained in the addendum to the Erie County Personnel Policies will be the dress code for all employees in the Facility (see Appendix F, Dress Code Policy).
- 28.05 TRADING DAYS.** Employees may trade days with other employees on an emergency basis, upon prior notification to the supervisor and approval of the Administrator or his designee(s). The employee must arrange for the traded day to be within the same pay period and shall not be an occasion for overtime for either employee. Employees are prohibited from permanently changing or trading days off with other employees. Special circumstances may occur and will be discussed in the Labor/Management meetings.
- 28.06 EMERGENCIES.** The Employer agrees that in the event of emergencies occurring the employees may assist fellow employee(s) in starting cars, etc., for the safety and health of employees who are leaving work. No overtime or call out is permissible to aid an employee to start a car or other such emergency.
- 28.07 PARKING.** The Employer shall afford adequate parking on a first come, first serve basis, in all present established areas. The employees will not park in the handicap spaces, and/or restricted areas, fire lane, in visitor spaces, and/or in the turnaround area.
- 28.08 CIVIL SERVICE TESTING.** The parties agree that Civil Service testing will not be utilized during the life of this Agreement.
- 28.09 UNION MEETING.** The Employer shall continue to provide free meeting area(s), conference room(s) and appropriate facilities, for the Union, when available.
- 28.10 PAYCHECK/PAY STUB.** Normally, paychecks will be available on Friday at 10:00 a.m. Employees may have individual deductions of their choice, deducted from their paychecks (earnings) in amounts they choose, and to institutions or organizations of their choice if permitted by state and/or federal law. Said employees shall certify in writing their choices to the Employer, certification(s) of their choice of deductions and to what institutions or organizations so designated, if room on the stub is available.
- 28.11 P.E.O.P.L.E. PAYROLL DEDUCTION.** The Employer agrees that bargaining unit employees may participate in the AFSCME P.E.O.P.L.E. Program through the payroll deduction system, when space on the pay stub is available. The payroll deduction for people shall be a different pay period than the monthly membership dues/Fair Share Fee deduction.
- 28.12 EMPLOYEE TRAINING/SCHOOLING.** Employees training may consist of on-the-job training sessions run by the Employer and/or representatives of firms or organizations, courses for certifica-

tion, and external seminars and courses. These training sessions or seminars may be run by the Employer, or its designee, or by specialists. Employees will be paid for training sessions and seminars upon the approval of the Employer.

- 28.13 CLOSINGS.** The parties agree that emergencies may occur that could result in an announcement of a delayed opening or closing of the county offices. When this occurs, employees who report to work, on time, for their normal shift will be compensated at twice their hourly rate of pay for all hours actually worked. The Employer will continue its normal procedure of attempting to provide transportation to the Facility.
- 28.14 ACTIVITIES AIDE.** The Employer will provide the movie tickets for Activities Aides when they are required to take residents to the movies.
- 28.15.** Any employee who refers a new hire who successfully completes six (6) month of employment shall receive a \$100.00 referral bonus.

#### **ARTICLE 29 SALARY REDUCTION PLAN: PERS**

- 29.01** The Employer will continue to designate the ten point zero percent (10.0%) of gross wages paid each year by individual bargaining unit members to the Public Employee Retirement System of the State of Ohio as Employer-paid for the purpose of deferred state and federal income taxes under the Pension pick-up plan commonly referred to as "salary reduction plan". Each bargaining unit member will continue to pay the required amount of ten point zero percent (10.0%) gross salary to PERS. The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio. All contribution rates are subject to change as governed by the laws of the State of Ohio.
- 29.02** This benefit is not optional with each individual bargaining unit member. All members will be placed in the plan listed in Section 1 of this Article for the duration of their employment with the County. Vesting of the Employee and Employer share will continue to be governed by the laws of the State of Ohio.

#### **ARTICLE 30 NO STRIKE/NO LOCKOUT**

- 30.01** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the Citizens of Erie County for the life of this Agreement. Therefore:
  - A. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other bargaining unit employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Union shall also notify the media of notices herein, as soon as possible after notifying the employees. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the Union for the life of this Agreement.

#### **ARTICLE 31 HOSPITALIZATION/MAJOR MED**

**31.01** The Employer shall select the carrier for the insurance programs provided to bargaining unit employees. The County will provide the same insurance benefits to bargaining unit employees that are provided to County employees under the jurisdiction of the Erie County Board of Commissioners. The Employer will notify the Union of any changes to coverage in advance of the implementation. Any such changes shall be considered as incorporated in this agreement. The Union will continue to send at least one (1) representative from labor to the Erie County Cost Containment & Wellness Committee meetings-

**31.02** Copies of all insurance plans shall be provided to all eligible employees.

**31.03** The Employer agrees that any future change in level of benefits or any new insurance programs which are provided to other County employees during the life of this Agreement, shall also be provided to the bargaining unit employees. Any additional cost of such new benefits or programs shall be paid by the bargaining unit member at the same rate as non-bargaining unit employees as set by the Board of Erie County Commissioners.

Bargaining Unit employees shall pay the same premium contribution as non-bargaining unit employees as set by the Erie County Board of Commissioners provided that bargaining unit employees shall not be required to pay for more than 20% of the health insurance premium.

**31.04** VOLUNTARY PLANS Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans, including, but not limited to, COBRA and the dental plan. Employees will be required to contribute at the same rate as non-bargaining unit employees.

**31.05** The Employer shall continue to pay a portion of the premiums for the single and family coverage of the hospitalization/major medical coverage for the life of this Agreement, except as defined in Appendix E.

**31.06** Effective upon implementation by the Erie County Board of Commissioners, the Hospitalization/Major Medical Plan shall be as clarified in Appendix E.

**31.07** The Employer will continue to provide the Life Insurance of \$50,000.00 for the bargaining unit for the life of this agreement and \$100,000.00 for accidental death and dismemberment.

#### **ARTICLE 32 WAGES**

**32.01** The rates of pay are listed in Appendix B.

A one-time \$208.00 signing bonus will be paid as soon as possible upon union ratification of the contract.

**32.02** PROBATIONARY PAY / NEW HIRES (Hired after 11/01/01). Probationary employees and employees hired after November 1, 2007, shall be paid in accordance with the schedule in Appendix B1.

**32.03 CALL-IN PAY/STANDBY PAY**

- A. Maintenance employees will be paid one (1) hours pay at his regular rate for each twenty-four (24) hour of standby duty.
- B. When a maintenance employee is called in to work, he will be paid a minimum of two (2) hours pay.
- C. Employees called back to work after having completed his regular shift shall receive two (2) hours call-in pay. Hours worked beyond two (2) shall be compensated at the appropriate rate.
- D. Employees receiving standby pay will:
  - (1) answer page within fifteen (15) minutes;
  - (2) report to work within thirty (30) minutes after answering the page;
  - (3) report in a condition to perform duties of the position.

**32.04 LONGEVITY PAY.** In addition to an employee's base hourly salary, each eligible employee shall receive longevity pay based upon his years of continuous service with the county. This longevity pay shall be added to the eligible employee's base hourly salary in accordance with the following schedule:

COUNTY SERVICE	ADDITION TO HOURLY RATE
6 years	\$ 0.25
13 years	\$ 0.35
20 years	\$ 0.45

**32.05 SHIFT DIFFERENTIAL PAY.**

- A. Employees working on the second (2nd) shift shall receive twenty-five (25) cents per hour in addition to their regular rate of pay.
- B. Employees working on the third (3rd) shift shall receive twenty-five (25) cents per hour in addition to their regular rate of pay.
- C. First shift designation is a shift that normally starts between 5:00 a.m. through 12:00 noon.
- D. Second shift designation is a shift that normally starts between 11:00 a.m. through 9:00 p.m.
- E. Third shift designation is a shift that normally starts between 9:00 p.m. through 6:00 a.m.
- F. Employees will be eligible for shift differential pay while working in mandation or voluntary overtime (minimum 4 hours) during the hours on second or third shift.

**32.06 ACTING SUPERVISOR PAY.** Any bargaining unit member who temporarily works at a supervisory level shall be paid the sum of seventy-five (75) cents additional per hour for each hour worked in the supervisory classification.

**32.07 PART-TIME EMPLOYEES.**

Any unfilled full-time positions as of December 31, 2013 will be posted as part-time positions. The Employer reserves the right to determine whether future postings for positions will be full-time or part-time.

**32.08 MILEAGE.** Employees required by the Facility to use their personal vehicles for the County shall receive the current county reimbursement rate.

- 32.09 MEALS.** Employees may eat at the Employer's cafeteria. During the term of this Agreement, employees will be charged no less than One Dollar (\$1.00) per meal nor more than two dollars (\$2.00) during the life of this Agreement.
- 32.10 SEVERANCE PAY.** Employees, upon death, resignation, or retirement, shall be paid out for all accrued but unused vacation time. If an employee terminates employment, any accrued but unused sick leave shall be banked. This bank will be available upon re-employment for a period of ten (10) years. Any accrued but unused sick leave remaining upon retirement or death will be paid out on the following basis: an employee with ten (10) years of service, shall be paid one-fourth (1/4) of the accrued but unused sick leave up to a maximum of two hundred and forty (240) hours at the employee's final rate of pay on the date of retirement or death. Any payment to a deceased employee shall be made to his estate.
- 32.11** Either party may reopen this Agreement for purposes of negotiating the provisions of Article 32 for the second and third years of this Agreement by filing a notice to negotiate with the State Employment Relations Board and the other party. Such notice may be filed not earlier than March 1, 2015 and no later than April 30<sup>th</sup>, 2015. The parties agree that part of the negotiations may include an annual success sharing plan based on criteria negotiated by the parties. The reopener shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code.

### **ARTICLE 33 LEGAL COUNSEL/LIABILITY INSURANCE**

- 33.01** For employees covered by the Agreement, the Employer shall provide for the defense of said employee(s) in any state or federal court in any civil action or proceedings, to recover damages allegedly caused by an act or omission of the employee in connection with a governmental or propriety function, if said act or omission occurred or is alleged to have occurred while the employee was acting in good faith and was within his scope of employment (Sovereignty Immunity Act of Ohio). The duty to provide for the defense of an employee does not apply in a civil action that is commenced by the Employer.
- 33.02** The Employer shall continue the "Liability Insurance Coverage" of the bargaining unit employees, in addition to the above, and to the extent as is provided by the County, for the duration of this contract.
- 33.03** The Employer shall indemnify and hold harmless an employee in the amount of any judgment, if at the time of the act or omission the employee was acting in good faith and within his scope of employment.

### **ARTICLE 34 SEVERABILITY/CONFORMANCE AT LAW**

- 34.01** This Agreement is subject to all applicable Federal and State laws, including Civil Rights, Affirmative Action, Unemployment Compensation, and the Public Employees Retirement System, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. However, this section shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by law. Nor does it establish, except for those areas outlined above, any minimum requirements to be established by law.
- 34.02** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected. In the event any provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and attempt to negotiate a mutually satisfactory replacement for such provision.

## **ARTICLE 35 DUES DEDUCTION**

### **35.01**

- A. It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues and initiation fees are due the Union. The Employer further agrees to remit to the Comptroller/Treasurer of the Union before the 15th day of the month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employees 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) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made.
- B. All dues deduction cards which are processed by the Union shall remain processed, for the life of this contract per Section 35.01 above.
- C. The Employer shall remit the monthly dues deduction check(s), along with appropriate listing of employees, to the Secretary/Treasurer/ Controller; Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High St., Worthington OH 43085-2512.

**35.02** In cases where an employee does not have sufficient wages due on the first pay period of the month, the Employer agrees to deduct double dues from the pay of any such employee on regular check-off dates until all arrearages are brought up to date.

**35.03** The Union shall indemnify and hold harmless the Employer from any and all claims, suits, demands or other liability as a result of their actions regarding Sections 35.01 and 35.02.

## **ARTICLE 36 FAIR-SHARE FEE**

**36.01** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first (61) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first (61) calendar day of employment for each employee hired after the effective date of this Agreement.

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

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

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

- 36.05** The Union may change the amounts to be deducted which shall then become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.
- 36.06** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal; that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.
- 36.07** This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.
- 36.08** The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 36.09** This Article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written signed agreement of the parties.
- 36.10** The Employer shall remit the monthly fair-share fee deductions, along with the appropriate listings, and the dues deduction checks, along with the appropriate listings, to the Secretary/Treasurer/Comptroller, Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High St., Worthington OH 43085-2512

## **ARTICLE 37 DURATION/TERMINATION**

### **37.01 DURATION**

- A. This Agreement shall be effective as of 11/01/13 and shall remain in effect and full force until 12/01/16 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 sixty (60) calendar days prior, to the expiration day 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**37.02 MODIFICATIONS/REVISIONS.** The parties hereto agree that additions and modification(s) to this Agreement may be made during the term of this Agreement, but can only be modified or added to by mutual written agreement of the parties, through the negotiation process.

The parties agree to a reopener as set forth in Article 32, section 32.11.

#### **ARTICLE 38 SUCCESSOR CLAUSE**

**38.01** This agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, subcontract, acquisition, consolidation, or otherwise. The Employer shall make it a condition of the sale, transfer, merger, or subcontract that the successor shall be bound by the terms of this agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this agreement.

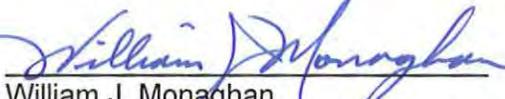
**38.02** It is expressly understood that nothing in this agreement shall be construed to prohibit or limit the authority of the Board of County Commissioners to increase, decrease, or otherwise modify the scope of operation of the Erie County Care Facility including purchasing or selling portions of the Certificate of Need to operate beds, and such purchase or partial sale shall be unencumbered by provisions of this agreement. In the event the Board decides to divest the Erie County Care Facility of portions of the Certificate of Need, it will give sixty (60) days' notice to the union and meet to discuss the effects of the decision.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio, this 10th day of July, 2014.

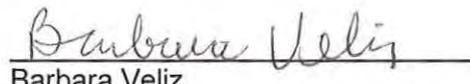
FOR THE COUNTY OF ERIE, Ohio

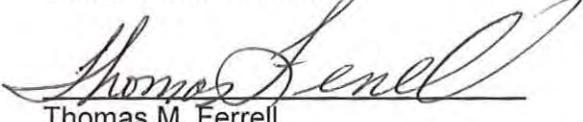
FOR AFSCME OHIO COUNCIL 8  
LOCAL #3358

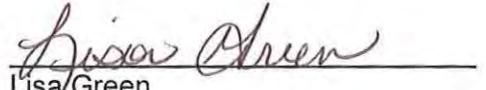
  
William J. Monaghan  
President, Board of Commissioners

  
Steve Kowalik, AFSCME Ohio  
Council #8 Regional Director

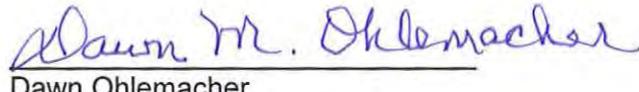
  
Patrick J. Shenigo  
Board of Commissioners

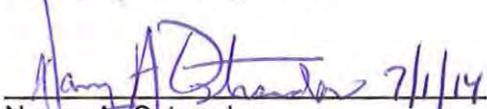
  
Barbara Veliz  
President, AFSCME Local 3358

  
Thomas M. Ferrell  
Board of Commissioners

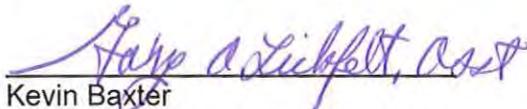
  
Lisa Green  
Vice-President, AFSCME Local 3358

  
Donna Patrick  
Assistant Administrator/  
Director of Nursing ECCF

  
Dawn Ohlemacher  
Treasurer, AFSCME Local 3358

  
Nancy A. Ostrander  
Director, Human Resources

APPROVED AS TO FORM:

  
Kevin Baxter  
Erie County Prosecuting Attorney

**APPENDIX A  
GRIEVANCE FORM**

AFSCME, Council 8, AFL-CIO  
Toledo District Office  
420 S. Reynolds Rd. #108  
Toledo OH 43615  
(419) 539-6000

Erie County Board of Commissioners  
ECCF Local 3358  
3916 E. Perkins Avenue  
Huron, OH 44839  
(419) 627-8733

Union Grievance No. \_\_\_\_\_ Employer No. \_\_\_\_\_

GRIEVANCE FORM

Name of Grievant \_\_\_\_\_ Classification \_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_  
Informal Discussed with \_\_\_\_\_ Date/time \_\_\_\_\_  
Article and section number of contract violated: \_\_\_\_\_

Statement of Grievance (Give times, dates, who, what, where, when, why and how)

Remedy Requested:

Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP ONE

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_  
Answer: \_\_\_\_\_

Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

THE ORIGINAL GRIEVANCE MUST BE FORWARDED TO EACH STEP FOR ANSWER

STEP TWO

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP THREE

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP FOUR [IF NECESSARY]

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

THE ORIGINAL GRIEVANCE MUST BE FORWARDED TO EACH STEP FOR ANSWER

**APPENDIX B**

**WAGE RATES**

**11/01/13**

HOUSEKEEPING AIDE LAUNDRY AIDE	10.89
CUSTODIAL AIDE DIETARY AIDE	11.09
VAN DRIVER	11.76
ACTIVITIES AIDE	11.99
COOK	12.32
NURSES AIDE	12.54
MAINTENANCE WORKER 1	14.03
MAINTENANCE WORKER 2	14.45
ACCOUNT CLERK 3 MEDICAL RECORDS TECHNICIAN	16.00
LPN	17.72

**Positions in Bargaining Unit not presently utilized:**

Custodial Worker 1  
Custodial Worker 2  
Stenographer 3

All changes in rates will occur at the beginning of the pay period in which the date of the new rate is effective.

Any retroactive wages will be considered due and owing in the pay period in which they are paid for purposes of the Public Employees Retirement System contribution.

**APPENDIX B1**

**PROBATIONARY / NEW HIRE WAGE SCALE  
(Hired after 11/01/07)**

**WAGE RATES**

	<b>Probationary</b>	<b>Upon Completion Of Probation</b>	<b>2<sup>nd</sup> Year</b>
HOUSEKEEPING AIDE LAUNDRY AIDE	10.13	10.38	10.64
CUSTODIAL AIDE DIETARY AIDE	10.32	10.58	10.84
VAN DRIVER	10.96	11.23	11.51
ACTIVITIES AIDE	11.17	11.45	11.74
COOK	11.49	11.78	12.07
NURSES AIDE	11.70	11.99	12.29
MAINTENANCE WORKER 1	13.11	13.44	13.78
MAINTENANCE WORKER 2	13.51	13.85	14.20
ACCOUNT CLERK 3 MEDICAL RECORDS TECHNICIAN	15.00	15.37	15.75
LPN	16.62	17.04	17.47

Upon completion of 2 years, with the beginning of an employee's third year, their wages will be adjusted to the wage rates found in Appendix B (WAGE RATES).

# APPENDIX C

## DUES DEDUCTION CARD



PUBLIC SECTOR AUTHORIZATION  
MEMBERSHIP AND CHECKOFF CARD  
AUTHORIZATION/MEMBERSHIP  
LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO



I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



## CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Employer \_\_\_\_\_ Classification \_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

(Revised 5/99)



## APPENDIX D

### TRANSITIONAL WORK PROGRAM

If an employee has an injury resulting in a Workers' Compensation claim that prevents them from returning to their former position of employment, work may be made available based upon physicians' restrictions.

The Transitional Work Program Policy for Erie County will be utilized only in the event the employee sustains a work related injury or occupational disease while working as an Erie County employee, which has either been allowed by the Bureau of Workers' Compensation or Industrial Commission, or is in litigation.

The Transitional Work Program will be established in such a way as to allow an injured worker to return to reasonably productive employment within their physical restrictions.

Transitional Work shall be limited to eight (8) weeks; however the employer shall have the option to extend the plan as the situation warrants. Any additional extension or consideration of a Transitional Work plan shall be granted only based upon the approval of the administrative team (Workers' Comp Coordinator, Director of Human Resources, and Department Head).

Any individual while in the Transitional Work Program shall be required to provide medical documentation every two weeks regarding the status of their injury or disease, including the specific diagnosis, and applicable medical restrictions.

**APPENDIX E  
ERIE COUNTY  
HOSPITALIZATION PLAN**

**Choice One: PPO Plan (Includes Prescription, Vision, Basic Life Insurance (\$50,000) Policy**

Cost: \$42.00 Single / \$112.00 Employee Plus One / \$112.00 Family PER MONTH  
Effective July 1, 2014 Cost: \$50.00 Single / \$134.00 Employee Plus One / \$134.00 Family

Deductible: \$750 Single / \$1,500 Plus One / \$2250 Family

Out of Pocket Maximum: \$3250 Single/ \$6500 Plus One / \$9750 Family)

Office Visit: \$25.00 Co-Pay / Specialist Office Visit \$35.00 /

ER Visit: \$150.00 Co-Pay

Prescription: \$10 Generic / \$20 Brand / \$40 Non-Formulary

Mail Order Rx: \$20 Generic / \$40 Brand / \$80 Non-Formulary (90-day supply)

**Choice Two: H.S.A. Plan (Health Savings Account)**

Cost: Employee determines bi-weekly contribution into Health Savings Account

Deductible: \$2500 Single / \$5000 Family

Co-Insurance: 80%/20% In Network after Deductible

Out of Pocket Maximum (Deductible + Co-Insurance): \$3000 Single / \$6000 Family

Employer Contribution: \$400 Single / \$800 Family (not dependent on employee contribution)

Employer Match Contribution: \$400 Single / \$800 Family (dependent on employee contribution)

Prescription: Paid 100% after deductible; responsible for 100% client cost before deductible met

Employer Contribution and Match: Same for year one and subsequent years

Employee Bi-Weekly Payroll Contribution: Amount to be set at open enrollment (similar to flexible spending) with an adjustment (increase/decrease) option period during the month of June

**Dental:** \$3.00 Single / \$25.00 Plus One / \$25.00 Family

**Vision** – Included in Choice One (PPO)      \$7 Single / \$19 Plus One / \$19 Family (H.S.A.)

## APPENDIX F

### ERIE COUNTY CARE FACILITY DRESS CODE POLICY

#### POLICY STATEMENT

Each Erie County Care Facility employee is expected to dress in a manner which is dignified, projects an image of competence, and is appropriate to the work performed. Employees in certain departments / positions, are required to wear uniforms. Any employee who reports for work and is not in compliance with the guidelines set forth in this policy will be sent home to change. The employee will also be counseled, and will not be compensated for the lost work time. Repeated violations of this dress code may result in further disciplinary action.

Supervisory personnel are responsible for requiring employees in their units to comply with the dress code and for counseling those employees who do not meet the Erie County Care Facility standards described below.

#### ALL STAFF REQUIREMENTS

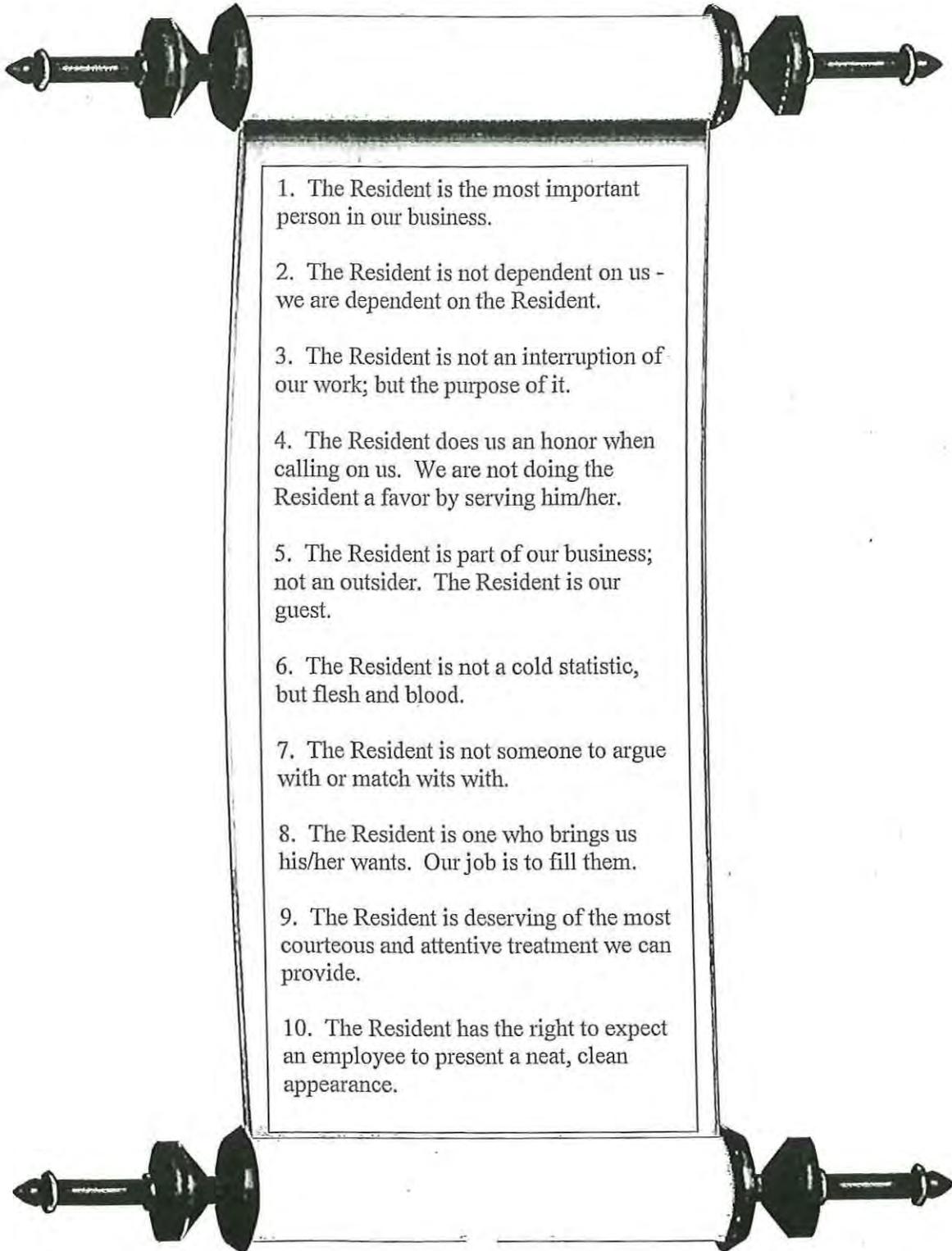
1. All staff is required to comply with the designated dress code. New hires are required to comply within 30 days of employment.
2. All clothing must be clean and in good repair.
3. If worn, makeup is to be minimal. Fingernails must be clean and neatly trimmed. Nails must be kept at an appropriate length to be determined by departmental managers. Polish if worn, should be a clear or light pastel color.
4. If worn, jewelry must be minimal. Staff working with and around residents, and in Dietary, Maintenance, Custodian and Housekeeping, may not wear large rings, bracelets, necklaces outside of clothing, or large dangling earrings.
5. Hairstyles must be well kept and in good taste. Employees providing direct care and in Dietary, must keep their hair pulled back off the face to avoid interference or accidents. Moustaches, beard, and sideburns are to be neatly trimmed.
6. All staff must wear a nametag that is provided by the facility.
7. All staff are required to wear appropriate undergarments, including socks and / or hosiery.
8. All staff must use effective deodorants and bathe daily.
9. Perfumes, colognes, and body powders should be used with consideration for others.
10. Shoes should have appropriate soles and closed toes. Clean white tennis shoes with minimal color are permitted for employees in designated departments. Nursing clogs are acceptable.
11. Uniform pants must be worn (no sweatpants, blue jeans, stirrup pants, or tight fitting pants or shorts.) Uniform shorts may be worn year-round. Shorts must be of appropriate length, no more than 1 inch above the knee.
12. Staff may also wear uniform dress, jumper with solid designated color top underneath, culottes, skirt, or skorts of same appropriate length in (as in Item #11), mid-calf length long pant is allowable, as is white denim pant.
13. Tops – may wear proper fitting white, color, or print.
14. Lab coats, jackets, and sweaters must abide by same rules for tops in (as in Item #14).

#### OFFICE AND MAINTENANCE DRESS CODES

Same as county's policy.

## APPENDIX G

### TEN COMMANDMENTS OF CUSTOMER SERVICE



1. The Resident is the most important person in our business.
2. The Resident is not dependent on us - we are dependent on the Resident.
3. The Resident is not an interruption of our work; but the purpose of it.
4. The Resident does us an honor when calling on us. We are not doing the Resident a favor by serving him/her.
5. The Resident is part of our business; not an outsider. The Resident is our guest.
6. The Resident is not a cold statistic, but flesh and blood.
7. The Resident is not someone to argue with or match wits with.
8. The Resident is one who brings us his/her wants. Our job is to fill them.
9. The Resident is deserving of the most courteous and attentive treatment we can provide.
10. The Resident has the right to expect an employee to present a neat, clean appearance.

APPENDIX H  
DEPARTMENT OF LABOR – FMLA POSTER  
**EMPLOYEE RIGHTS AND RESPONSIBILITIES**  
**UNDER THE FAMILY AND MEDICAL LEAVE ACT**

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1430 • Revised February 2011

## APHABETICAL INDEX

8-HOUR RESTRICTIONS (ARTICLE 23.05) . . . . .	23
ABSENTEEISM (Article 21.01A) . . . . .	21
ACTING SUPERVISOR PAY (Article 32.06). . . . .	29
ACTIVITIES AIDES (Article 28.14) . . . . .	27
ATTENDANCE DEFINED (Article 21.01) . . . . .	21
BULLETIN BOARDS (Article 27) . . . . .	25
CALL-IN PAY (Article 32.03). . . . .	29
CHARGING SICK LEAVE (Article 18.03) . . . . .	18
CIVIL SERVICE TESTING (Article 28.08). . . . .	26
CLASSIFICATION SENIORITY (Article 8.05A) . . . . .	10
CLOSINGS (Article 28.13) . . . . .	27
CONFORMANCE AT LAW (Article 34). . . . .	30
COURT LEAVE (Article 13) . . . . .	14
CREDITING OF SICK LEAVE (Article 18.01). . . . .	17
DEFERRED COMPENSATION (Article 28.02). . . . .	25
DENTAL PLAN – VOLUNTARY PLANS (Article 31.04) . . . . .	28
DISABILITY SEPARATION (Article 14.03) . . . . .	14
DISTANT FAMILY – FUNERAL/BEREAVEMENT LEAVE (Article 18.09C) . . . . .	19
DRESS CODE (Article 28.04) . . . . .	26
DUES DEDUCTION (Article 35) . . . . .	31
DUES DEDUCTION CARD (Appendix C) . . . . .	39
DURATION/TERMINATION (Article 37). . . . .	32
EDUCATIONAL LEAVE (Article 14.02). . . . .	14
EIGHT (8) HOUR RESTRICTIONS (Article 23.05) . . . . .	23
EMERGENCIES (Article 28.06). . . . .	26
EMPLOYEE TRAINING/SCHOOLING (Article 28.12) . . . . .	26
EQUALIZATION OF OVERTIME (Article 23.03) . . . . .	23
EVIDENCE REQUIRED FOR SICK LEAVE USAGE (Article 18.05) . . . . .	18
EXCUSED ABSENCES (ARTICLE 21.01(E) . . . . .	21
EXPEDITED GRIEVANCES (Article 6.08) . . . . .	8
EXPIRATION OF SICK LEAVE (Article 18.02) . . . . .	18
EXTENDED FAMILY – FUNERAL/BEREAVEMENT LEAVE (Article 18.09B) . . . . .	19
EXTENSION OF INITIAL PROBATIONARY PERIOD (Article 9.02). . . . .	11
EXTENSION OF TIME LIMITS (Article 6.10) . . . . .	8
FACILITY SENIORITY (Article 8.05B) . . . . .	10

FAIR-SHARE FEE (Article 36) . . . . .	31
FAMILY AND MEDICAL LEAVE (Article 14.01) . . . . .	14
FUNERAL / BEREAVEMENT LEAVE (Article 18.09) . . . . .	19
GRIEVANCE FORM (Appendix A) . . . . .	35
GRIEVANCE PROCEDURE/ARBITRATION (Article 6) . . . . .	7
GRIEVANCE STEPS (Article 6.03) . . . . .	7
HEALTH AND SAFETY (Article 25) . . . . .	24
HOLIDAY PAY FOR PART-TIME EMPLOYEES (Article 17.07) . . . . .	17
HOLIDAY SCHEDULING (Article 17.06) . . . . .	17
HOLIDAYS (Article 17) . . . . .	16
HOSPITALIZATION/MAJOR MED (Article 31) . . . . .	28
HOURS OF WORK (Article 23) . . . . .	22
IMMEDIATE FAMILY – FUNERAL/BEREAVEMENT LEAVE (Article 18.09A) . . . . .	19
INVESTIGATION AND CHARGES FOR DISCIPLINE INVOLVING A PREDISCIPLINARY HEARING (Article 5.08) . . . . .	7
JOB CLASSIFICATIONS (Article 28.01) . . . . .	25
JURY DUTY (Article 13) . . . . .	14
LABOR-MANAGEMENT MEETINGS (Article 26) . . . . .	24
LAYOFF (Article 11) . . . . .	12
LEGAL COUNSEL - LIABILITY INSURANCE (Article 33) . . . . .	30
LIABILITY INSURANCE – LEGAL COUNSEL (Article 33) . . . . .	30
LIFE INSURANCE – VOLUNTARY PLANS (Article 31.04) . . . . .	33
LONGEVITY PAY (Article 32.04) . . . . .	29
MANAGEMENT RIGHTS (Article 2) . . . . .	5
MANDATION OF OVERTIME (Article 23.04) . . . . .	23
MEALS (Article 32.09) . . . . .	30
MILEAGE (Article 32.08) . . . . .	34
MILITARY LEAVE (Article 12) . . . . .	13
MISCELLANEOUS (Article 28) . . . . .	25
MODIFICATIONS/REVISIONS (Article 37.02) . . . . .	33
NEW HIRE PROBATIONARY PERIOD (Article 9.01) . . . . .	10
NO CALL / NO SHOW (ARTICLE 21.01(D)) . . . . .	21
NO STRIKE/NO LOCKOUT (Article 30) . . . . .	27
NON-DISCRIMINATION (Article 4) . . . . .	6
NORMAL WORK WEEK (Article 23.01) . . . . .	22
NOTIFICATION BY EMPLOYEE OF INABILITY TO WORK (Article 18.06) . . . . .	18

OCCASION OF ABSENCE (Article 21.01C) . . . . .	21
OVERTIME (Article 23.02) . . . . .	23
P.E.O.P.L.E. PAYROLL DEDUCTION (Article 28.11) . . . . .	26
PARKING (Article 28.07) . . . . .	26
PART TIME SENIORITY (Article 8.04). . . . .	9
PART-TIME EMPLOYEES (Article 32.07) . . . . .	29
PAY CHECK/PAY STUB (Article 28.10). . . . .	26
PERSONAL DAYS (Article 19). . . . .	20
PERSONAL LEAVE OF ABSENCE (Article 14) . . . . .	14
PHYSICIAN STATEMENT FOR SICK LEAVE (Article 18.07) . . . . .	18
PHYSICIAN'S EXAMINATION (Article 18.08) . . . . .	18
PREAMBLE. . . . .	4
PROBATION PERIOD (Article 9) . . . . .	10
PROBATIONARY PAY / NEW HIRES (Article 32.02) . . . . .	28
PROBATIONARY / NEW HIRE WAGE SCALE (APPENDIX B1) . . . . .	38
PROBATIONARY PERIOD FOR PART-TIME EMPLOYEES (Article 9.07). . . . .	10
PROGRESSIVE DISCIPLINE (Article 5). . . . .	6
PROMOTED EMPLOYEES PROBATIONARY PERIOD (Article 9.03) . . . . .	10
RECALL (Article 11) . . . . .	12
RETENTION OF SICK LEAVE (Article 18.10) . . . . .	19
REVIEW OF PERSONNEL FOLDERS (Article 28.03) . . . . .	26
SALARY REDUCTION PLAN: PERS (Article 29). . . . .	27
SCHEDULES (Article 24). . . . .	24
SELF REPRESENTATION (Article 6.11) . . . . .	9
SENIORITY (Article 8) . . . . .	9
SENIORITY DEFINED (Article 8.05) . . . . .	10
SEVERABILITY (Article 34) . . . . .	30
SEVERANCE PAY (Article 32.10) . . . . .	30
SHIFT DIFFERENTIAL PAY (Article 32.05) . . . . .	29
SICK LEAVE (Article 18) . . . . .	17
SIGNATURE PAGE. . . . .	34
STAND BY PAY (Article 32.03) . . . . .	29
STATE SENIORITY (Article 8.05C) . . . . .	10
STEWARDS/REPRESENTATIVES/OFFICERS (Article 3) . . . . .	5
SUCCESSOR CLAUSE (ARTICLE 38) . . . . .	33
SUPERVISORY EMPLOYEES (Article 20) . . . . .	20

TARDINESS (Article 21.01B) . . . . . 21

TARDY (Article 21.04) . . . . . 22

TEMPORARY FILLING OF POSITIONS (Article 10.06) . . . . . 11

TRADING DAYS (Article 28.05) . . . . . 26

TRANSITIONAL WORK PROGRAM (Appendix D) . . . . . 40

UNION DELEGATE LEAVE (Article 15) . . . . . 15

UNION MEETINGS (Article 28.09) . . . . . 26

UNION RECOGNITION (Article 1) . . . . . 4

USES OF SICK LEAVE (Article 18.04). . . . . 18

VACANCY, PROMOTIONS & LATERAL TRANSFERS (Article 10) . . . . . 11

VACATION (Article 16) . . . . . 15

VALID EXCUSES (ARTICLE 21.01 F) . . . . . 21

VISION PLAN (APPENDIX E) . . . . . 41

VOLUNTARY PLANS (ARTICLE 31) . . . . . 28

VOLUNTEERING – EQUALIZATION OF OVERTIME (Article 23.03) . . . . . 23

WAGE RATES (Appendix B) . . . . . 37

WAGES (Article 32) . . . . . 28

WORK RULES, POLICIES AND DIRECTIVES (Article 7) . . . . . 9

WORK STATIONS/ASSIGNMENTS (Article 24.01) . . . . . 24

WORKING DAYS (Article 6.09) . . . . . 8