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**FINAL AGREEMENT
BETWEEN
HOCKING VALLEY COMMUNITY
RESIDENTIAL CENTER
AND
AFSCME OC 8**

Expires: July 6, 2017

TABLE OF CONTENTS

	Preamble	1
Article 1	Recognition	1
Article 2	Management Rights	1
Article 3	Nondiscrimination	2
Article 4	Dues Deduction/Fair Share Fee	2
Article 5	Union Business	4
Article 6	Bulleting Boards	5
Article 7	Grievance Procedure	6
Article 8	Discipline	8
Article 9	Seniority	9
Article 10	Posting & Bidding	10
Article 11	Probationary Period	11
Article 12	Layoff & Recall	11
Article 13	Labor Management Meetings	12
Article 14	Work Rules	13
Article 15	Health & Safety	13
Article 16	Hours of Work/Overtime	14
Article 17	Equalization of Overtime	14
Article 18	Call-In Pay	15
Article 19	Insurance	15
Article 20	Wages	15
Article 21	Sick Leave	15
Article 22	Holidays	17
Article 23	Vacation Leave	18
Article 24	Personal Leave	19
Article 25	Funeral Leave	20
Article 26	Leave of Absence	20
Article 27	Substitute Program	22
Article 28	Savings Clause	22
Article 29	Duration of Agreement	23
	Signature Page	24

PREAMBLE

This Agreement, entered into by the Hocking Valley Community Residential Center, hereinafter referred to as the AEmployer,@ and AFSCME Local 3751, and AFSCME Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the AUnion,@ and has as its purpose the following:

To set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term Abargaining unit@ shall be deemed to include those individuals employed in and holding the position of Cook, Custodian recognizes the Union as the sole and exclusive representative for those, Recreation Specialist, and Youth Specialist.

Section 1.2. Notwithstanding the provisions of this Agreement, all management-level, supervisory, and confidential employees as defined by the Act, and seasonal and casual employees as defined by SERB shall be excluded from the bargaining unit.

Section 1.3. If the Employer adds new job titles, the Union may request negotiations regarding the inclusion of the new titles within the bargaining unit. If requested by the Union, the Employer and the Union shall meet at least once to negotiate regarding inclusion of new titles within the bargaining unit and wage rates for those new titles. Disputes regarding wage rates and inclusion of a job title within the bargaining unit are not arbitrable.

If the Employer and the Union cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate. This section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend certification or clarify a bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Except as limited by the terms and conditions set forth in this Agreement, the Employer has the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the 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.

ARTICLE 3
NONDISCRIMINATION

Section 3.1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, ancestry, religion, sexual orientation, veteran status, military status, disability, national origin, genetic information.

Section 3.2. 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 any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 3.3. The Union agrees not to restrain or coerce employees in the exercise of the rights guaranteed in Chapter 4117 of the Revised Code.

Section 3.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.5. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 4
DUES DEDUCTION/FAIR SHARE FEE

Section 4.1. The Employer agrees to deduct membership dues, fees, and/or assessments in accordance with this article for all employees eligible for membership in the bargaining unit.

The amount of deductions shall be certified to the Employer, in writing, by the Union. Changes in deductions shall be effective thirty (30) days after notice is received by the Employer.

Section 4.2. The Employer agrees to deduct regular dues, fees, and/or assessments biweekly in equal amounts from the pay of any employee in the bargaining unit eligible for membership upon receiving from the Union written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization form. The total amount of dues and fees, together with a separate alphabetical list of the names of the employees for whom dues and fees are deducted, shall be transmitted to the Controller of AFSCME Ohio Council 8 Headquarters, 6800 North High Street, Columbus, Ohio 43085-2512, no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues and fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the Union dues.

Section 4.5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.6. In the event a deduction is not made for any Union member during a particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months= regular dues. The Employer will not deduct more than two (2) months= regular dues from the pay of any Union member.

Section 4.7. The Employer shall be relieved from making such deductions upon (a) termination of employment; (b) permanent transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an unpaid leave of absence; or (e) written revocation by the employee of their dues deduction authorization in accordance with the dues authorization form.

Section 4.8. Fair Share Fee: Effective on the date of this Agreement, all employees in the bargaining unit who, sixty (60) days from date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

The deduction of fair share fees from any earnings of the employee shall be automatic and does not require a written authorization for payroll deductions.

The Employer shall provide each newly hired bargaining employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues or fair share fees (agency fees) except that the Employer shall be liable for claims arising out of the Employer's failure to provide an initial fair share fee (agency fee) notice to newly hired bargaining unit employees. 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 unless specifically excepted above.

The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and upon any changes thereafter.

ARTICLE 5

UNION BUSINESS

Section 5.1. The Employer will recognize three (3) employees plus the Local President, selected by the Union, to act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein and at any meetings at which the employee requests a representative to be present. The Union may designate one (1) alternate representative to act in the absence of the representatives. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.2. International or Ohio Council 8 Union Staff Representatives, upon prior notice to the Employer, shall be permitted access to the Employer's premises for the purposes of attending labor/management meetings, grievance hearings, and for enforcement of the collective bargaining agreement.

Section 5.3. The investigation and writing of grievances shall be on non-duty time. However, an employee representative may be released during on-duty time to investigate a grievance contingent upon the approval of his immediate supervisor and/or the Director. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours.

Section 5.4. One (1) non-employee Union representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

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

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized by the Employer.
- B. The Chief Union representative (or alternate) shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee representative shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- D. A Union employee representative abusing the provisions of this section is subject to disciplinary action.
- E. The Union President or his designee combined shall have no more than three (3) days per contract year to attend any Ohio Council 8 conventions.

Section 5.6. Requests for release time pursuant to this article shall not be unreasonably denied.

ARTICLE 6

BULLETIN BOARDS

Section 6.1. The Employer agrees to provide ample space on bulletin boards in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

Section 6.2. All Union notices, which appear on the bulletin boards, shall be signed, posted, and removed by the Union President or representative. Union notices relating to the following matters may be posted without necessity of receiving the Employer's prior approval:

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

G. Non-political publications, rulings, or policies of the Union.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 7.2. While this Agreement is in effect, the grievance and arbitration procedure contained herein shall be the sole and exclusive remedy for disputes, which arise under this Agreement.

Section 7.3. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon management's last answer. The employee may advance any grievance not answered by management within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 7.4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The grievant, with the appropriate Union representative, if the former desires, must verbally identify the alleged grievance to the employee's immediate supervisor, within seven (7) workdays of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following which the supervisor was presented the grievance.

STEP 2: If the grievance is not resolved in Step 1, the employee with the appropriate Union representative shall reduce the grievance to writing and shall within seven (7) workdays of the Step 1 answer refer the grievance to the Executive Director or designee. The Executive Director shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and his representative. The Executive Director shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date.

STEP 3: (Voluntary) In the event the grievance is not satisfactorily settled in Step 2, the parties may, by mutual agreement, submit the grievance to Federal Mediation and Conciliation Services (FMCS) or SERB for scheduling a mediation session. If the grievance is not settled per Step 2 or Step 3, the Union may proceed to Step 4.

STEP 4: Arbitration: In the event the grievance is not satisfactorily settled in Step 2 or 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within twenty (21) calendar days following the Step 2 or Step 3 conclusion. In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 or

Step 3 conclusions. The Union staff representative shall within twenty (21) calendar days of the Step 2 or Step 3 conclusion request a list of fifteen (15) impartial arbitrators domiciled in Ohio from the Federal Mediation and Conciliation Service or the American Arbitration Association or any other agency mutually agreed upon with a copy of the request to the Employer. The request shall specify that arbitrators shall be listed on the Academy of Arbitrators from Ohio or Ohio Supreme Court certified specialist in Labor and Employment Law only.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

Prior to ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to two (2) lists.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement.

The arbitrator is required to issue his/her award within sixty (60) days at the close of the hearing or other time mutually agreed to by the parties.

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

Recommendations of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant(s). All costs directly related to the services of the arbitrator shall be borne equally by the Union and the Employer. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. Any bargaining unit employee whose attendance is required for such

hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7.5. All grievances should contain all pertinent information and must be filed using the official grievance form, including the following information:

- A. aggrieved employee's name and signature;
- B. aggrieved employee's classification;
- C. date grievance was first discussed and name of supervisor with whom the grievance was discussed;
- D. date grievance was filed in writing;
- E. date and time grievance occurred;
- F. the location where the grievance occurred;
- G. a description of the incident giving rise to the grievance;
- H. specific article and sections of the Agreement violated; and
- I. desired remedy to resolve the grievance.

Section 7.6. A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance.

Section 7.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 7.8. For purposes of this article, workdays shall be defined as the normally scheduled working days of the grievant when the grievant is the moving party and the normally scheduled working days of the supervisor/Director when they are the moving party.

ARTICLE 8 **DISCIPLINE**

Section 8.1. No employee shall be disciplined except for just cause.

Section 8.2. All employees shall have the right to Union representative for any meeting where discipline of the employee may occur or where discipline of the employee has been decided.

Section 8.3. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with this article. In cases involving termination for any act of harassment, intimidation, or violence against any

resident in the care or custody of the Employer, the arbitrator will be without authority to modify the termination if it is supported by a preponderance of the evidence.

Section 8.4. Whenever the Employer and/or his designee determines that there may be cause for an employee to receive a verbal recorded reprimand, a written reprimand, or other disciplinary action of record, that employee shall receive a copy of the reprimand or other disciplinary action.

Section 8.5. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, the employee shall be apprised of the alleged charges in writing, and notified that an investigatory conference is scheduled at least forty-eight (48) hours from the time of the notice, to give the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall establish the investigatory conference procedures. Said investigatory conference procedures shall be reduced to writing and provided to the employees with the notice of the investigatory conference. The affected employees may elect to have a staff representative of the Union present in addition to a local representative at any such investigatory conference. The employee may elect to waive participation in the investigatory conference. At the request of the Union staff representative, the Executive Director may delay the conference for up to one (1) full workday to accommodate the attendance of the staff representative. Such delay shall not be unreasonably denied. The Employer shall give the employee an answer of the outcome of the investigation within ten (10) calendar days of the scheduled meeting.

Section 8.6. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the duration of the suspension.

Section 8.7. Disciplinary action shall cease to have force and effect after the following time periods, assuming there is no intervening similar disciplinary action:

Verbal Warning.....	Twelve (12) Months
Written Warning	Twelve (12) Months
Suspension	Two (2) Years

Section 8.8. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement, however verbal and written reprimands are not arbitrable pursuant to this Agreement. In cases of disciplinary actions involving suspensions, reductions, or discharges, an employee may initiate a grievance at Step 2 of the grievance procedure contained herein.

ARTICLE 9 **SENIORITY**

Section 9.1. Agency seniority shall be defined as the total uninterrupted length of service with the Employer. Agency seniority shall be terminated when:

- A. an employee is discharged for just cause;
- B. an employee quits or resigns;
- C. an employee retires; or

- D. an employee is laid off for a period of more than twenty-four (24) months.
- E. failure to return to work at the expiration of a leave of absence or recall pursuant to the layoff and recall procedure in this Agreement.

Section 9.2. Classification seniority is the employee=s length of continuous service in his/her current classification from his/her last date of entry into this classification.

Section 9.3. For purposes of seniority under this article, Recreation Specialist and Youth Specialist are combined and considered as Youth Specialist.

Section 9.4. Seniority is not broken by an approved leave of absence, but does not continue to accrue during a leave of absence for the period of time which exceeds twelve (12) months.

Section 9.5. Upon execution of this Agreement, the Employer will furnish the Union with a list of all employees in the positions covered by this Agreement indicating dates of Agency and classification seniority. When changes occur the Employer will provide the Union with updated seniority lists.

ARTICLE 10

POSTING AND BIDDING

Section 10.1. Whenever the Employer determines that a vacancy exists in a bargaining unit position, the Employer shall post a notice of such vacancy for a period of no less than seven (7) calendar days. For purposes of this article, the following classifications are established:

- A. Cook
- B. Custodian
- C. Youth Specialist

Section 10.2. During the seven (7) day posting period, any bargaining unit employee interested in being selected to fill a vacancy shall submit a written request to the Executive Director stating his/her desire to be considered for the vacancy. The Employer shall establish a position request list for lateral transfer which shall show shift preference for any vacancy. This would eliminate any re-posting of vacant lateral transfers. Requests for vacancies submitted pursuant to this article shall not be considered if submitted beyond the seven (7) day posting period or if the employee does not meet the minimum qualifications for the position.

Section 10.3. Vacancies shall first be awarded as a lateral transfer within the same classification as the vacancy for shift preference to an employee applicant who possesses the greatest classification seniority.

Section 10.4. After the operation of the lateral transfer process has been completed, the Executive Director shall have the sole right to determine and select the individual she believes to be the best qualified for a position, giving due weight to Agency seniority, qualifications, ability to perform the duties of the job, and record of discipline.

Section 10.5. Any bargaining unit employee selected to fill a vacancy shall be compensated at the applicable rate for the new position upon the effective date of assignment to the new position.

ARTICLE 11
PROBATIONARY PERIOD

Section 11.1. Every newly hired or promoted employee will be required to successfully complete a probationary period. The probationary period for new hires shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position. The length of the probationary period shall be six (6) months.

Section 11.2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period, and shall have no appeal over such removal.

Section 11.3. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed classification. The probationary period for a newly promoted employee shall be three (3) months, and shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position at any time during his promotional probationary period without any appeal.

Section 11.4. Part-time employees shall have their probationary periods determined on the basis of the number of hours actually worked comparable to a full-time employee in the same position.

Section 11.5. Extended absences of ten (10) consecutive working days or more shall not be considered in the computation of Acalendar@ days or days worked for the purpose of computing the actual expiration of the new hire and/or promotional probationary period, and such extension shall be automatic and shall not require notification to the employee and/or Union.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1. The Employer will determine when layoffs, job abolishment, or a reorganization is necessary. Whenever a layoff becomes necessary, the Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification, and notices to employees for voluntary layoffs. Affected employees shall be given twenty (20) calendar days advance written notice of any layoff. Within each affected classification employees will be laid off in the following order:

- A. temporary employees;
- B. newly-hired probationary employees;
- C. non-probationary employees in the inverse order of their classification seniority as defined in this Agreement.

Section 12.2. Once the Employer has determined the number of layoffs necessary and the affected classifications, affected employees shall be laid off based upon classification seniority.

Section 12.3. The laid off employee may then bump an employee in a previously held lower classification, providing that the employee held a position in that classification within the last five (5) years and he/she has the qualifications to perform the position without additional training. Affected employees shall notify the Executive Director of his/her intent to bump within two (2) calendar days of receiving the notice of layoff. At the end of the layoff, reorganization or realignment of shifts will first be by volunteer then by seniority.

Section 12.4. Employees who have been laid off shall retain reinstatement rights to the position from which they were laid off and be subject to recall by the Employer as follows:

<u>Length of Service at Layoff</u>	<u>Recall Period</u>
Initial Probationary Period	No recall
Six (6) Months or more	Twenty-four (24) Months

It shall be the responsibility of the employee to keep the Employer advised through written notice of his current and accurate mailing address. The Employer shall not hire or promote any employee into an affected classification during any period in which employees are on layoff within such classification, until such time as all affected employees within such classification have either been recalled, have declined recall, or the recall period has expired.

Section 12.5. Affected employees shall be notified in writing by the Employer of their right to recall upon the Employer determining that it is feasible to recall such employees. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. When the Employer recalls persons off the list, they shall be recalled to their previous classification but not necessarily to the shift on which they were working when laid off. Affected employees shall have five (5) calendar days of receipt of the recall notice to accept or reject the offer of recall and notify the Employer of his intention to return to work, and shall have ten (10) calendar days following receipt of recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Failure by the employee to notify the Employer of his decision within the established five (5) calendar day period shall be considered a rejection of the offer of recall.

Section 12.6. All written notices required of the Employer or employee herein shall be by certified mail.

ARTICLE 13

LABOR/MANAGEMENT MEETINGS

Section 13.1. A monthly Labor/Management (L/M) meeting for important matters will be arranged between the Local President and the Employer. The parties agree to meet during the month of January each year and schedule labor management meeting dates for the rest of the calendar year. Additional meetings shall be scheduled at either parties request. Such meetings shall be between no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. Arrangements for such L/M meetings shall be made in advance. Matters taken up in L/M meetings shall be confined to those included in the Agenda. The members of the Union shall not lose time or straight time pay for time spent in such L/M

meetings. These meetings may be attended by a representative of the Council and/or representative of the International Union.

Section 13.2. An Agenda will be furnished and/or exchanged at least two (2) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending.

Section 13.3. If special Labor/Management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 13.4. Labor/Management meetings are not intended to be negotiations sessions to alter or amend the basic Agreement.

ARTICLE 14 **WORK RULES**

Section 14.1. The Employer or his/her designee(s) in order to carry out his/her statutory mandates and goals, has the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority.

Section 14.2. Work rules, policies, and directives shall not violate any provision of this Agreement.

Section 14.3. Work rules, policies, and directives shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

Section 14.4. Copies of changes in existing or newly established Employer-generated, agency work rules, or policies and procedures shall be provided to the Union ten (10) calendar days in advance of their effective date, unless the following occurs:

- A. The Employer determines that an emergency situation exists or the parties mutually agree to begin immediately.
- B. To comply with the time limits imposed by outside agencies.

Section 14.5. Any additions or amendments to the work rules shall be reduced to writing and signed by all employees to acknowledge awareness of the addition or amendment within ten calendar days of the effective date of the new or amended rule. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgement within three working days upon return to work.

Section 14.6. Any complaint involving a conflict between the terms of this Agreement and a work rule, policy, or procedure may be resolved through the Grievance Procedure.

ARTICLE 15 **HEALTH AND SAFETY**

Section 15.1. The Executive Director agrees to maintain safe working facilities, vehicles, and equipment and employees agree to follow all safety rules and regulations of the Center at all times. The Employer shall maintain suitable first aid supplies as determined by the Employer. Employees shall report hazards by using Section 3.8 — Safety and Health Program, of the Employer's policies.

Section 15.2. The Employer and the Union agree that Health & Safety shall be an appropriate topic for discussion during the monthly labor committee meeting.

ARTICLE 16 **HOURS OF WORK/OVERTIME**

Section 16.1. The regular scheduled work period shall be Sunday through Saturday and for full-time employees shall normally consist of forty (40) hours per week which shall consist of consecutive days or as otherwise scheduled as of the effective date of this Agreement. Prior to any change in hours of work, the Employer will notify the Union and if requested, will meet with the Union to bargain over effects of the changes.

Section 16.2. Employees in a classification who are in active pay status (except sick leave) for the Employer more than forty (40) hours in a workweek shall be entitled to overtime compensation at time and one-half (1½) the regular base rate of pay for all hours in active pay status (except sick leave unless overtime has been mandated by the Employer) in excess of forty (40) hours. Employees may elect to take compensatory time in lieu of pay. Compensatory time will be earned at time and one-half (1½) the regular base pay for all hours in active pay status (except sick leave unless overtime has been mandated by the Employer) in excess of forty (40) hours.

If the employee agrees, the Employer may adjust an employee's schedule in lieu of the payment of overtime. Such time adjustments shall be contiguous to the employee's regularly scheduled days off, as much as is practicable.

ARTICLE 17 **EQUALIZATION OF OVERTIME**

Section 17.1. The Employer shall equalize opportunities for overtime as much as possible within a classification during a calendar year.

Section 17.2. The parties agree that the issue of equalization of overtime is an ongoing concern and shall be a continuing topic for discussion at Labor/Management meetings.

Section 17.3. Employees who believe they have been bypassed on an overtime opportunity shall notify their supervisor. If it is determined that an employee has not been given their overtime opportunity, the Employer will give preference to such employee in future overtime assignments to correct the imbalance of opportunity.

ARTICLE 18

CALL-IN PAY

Section 18.1. An employee called in for any reason and the time does not abut his/her normal work shift, shall be paid a minimum of three (3) hours' pay at the appropriate rate. No employee will be required to work the remainder of the minimum call-in time after they have completed the assignment for which they were called in.

ARTICLE 19 **INSURANCE**

Section 19.1. The Employer shall make available to the bargaining unit employees Major Medical / Hospitalization insurance programs based on the level of funding for the term of this Agreement. The insurance plan options that the Employer chooses will not include a spousal carve out.

ARTICLE 20 **WAGES**

Section 20.1. Effective upon execution of this Agreement, all employees of the bargaining unit shall receive a three (3%) percent per hour increase.

If non-bargaining unit employees receive more than a three (3%) percent increase bargaining unit members will receive the same increase.

ARTICLE 21 **SICK LEAVE**

Section 21.1. All employees shall accrue sick leave at the rate of 3.1 hours for each 80 hours of service, not to exceed 80 hours in one (1) year. Part-time employees shall accrue 3.1 hours of sick leave for each 80 hours of completed service, not to exceed 80 hours in one (1) year.

Section 21.2. Employees may use sick leave in minimum units of one-fourth (¼) hour (15 minutes). Sick leave may be used, with the approval of employee's supervisor and the Director, only for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Examination of the employee, including medical, psychological, dental, or optical, by an appropriate practitioner;
- D. Death of a member of the employee's immediate family (such usage shall be limited to a reasonably necessary time);
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member;

- F. Examination, including medical, psychological, dental, or optical, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

The definition of immediate family member for this purpose shall be: spouse, significant other (one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great-grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law, or legal guardian or other person who stands in place of a parent.

Section 21.3. Sick leave may be granted to care for an employee's child regardless of whether or not the child is currently living in the same household. In cases where both parents are employed by the Employer, only one (1) parent may be granted sick leave to care for a child at home on the same day.

Section 21.4. A period of up to 80 hours of sick leave will be given for parenting during the postnatal period or following adoption.

Section 21.5. An employee who desires to use sick leave, is unable to report to work, and is not on a previously approved day of vacation, sick leave, personal leave, or leave of absence, shall personally notify his/her immediate supervisor or other designated person by telephone or other means of communication that he/she is unable to report for work. Such notification must be made within one-half (½) hour after the time the employee is scheduled to report for work and each day thereafter unless otherwise provided for in this policy.

Operational needs of the Employer require employees who work in direct contact with youth to notify their immediate supervisor or designee at least one (1) hour before their scheduled starting time on the first day of absence and each day thereafter unless otherwise provided for in this policy.

Section 21.6. For each use of sick leave, the employee must complete a Request for Leave form, which is designated by the Employer for this purpose. If medical attention is required, the employee must have his/her physician complete a statement specifying the employee's inability to work and the date the employee is capable of returning to work. An appointment slip or receipt from the physician does not fulfill this requirement. The physician's statement must not be altered in any manner or it will be considered invalid.

The employee's supervisor will process the form through the proper channels to the Director or his/her designee. The original will be given to the Business Manager for payroll use.

Section 21.7. In cases where the employee's sick leave exceeds seven (7) consecutive days, a physician's statement and probable date of recovery is required. When institutionalization or hospitalization is required, the employee is responsible for notifying his/her immediate supervisor or other designated person upon admission to and discharge from an institution or hospital.

In emergency situations such notification must be made as soon as reasonably possible. When convalescence at home is required, the employee shall be responsible for notifying his/her immediate supervisor or the designee at the start and termination of such convalescence.

Section 21.8. In case of institutionalization, the employee must submit to the Director or designee a statement from the physician specifying the employee's inability to work and the projected due date the employee may be able to report to work. If such illness is expected to exceed seven (7) calendar days, the employee shall provide his/her supervisor with a copy of the physician's statement within a reasonable amount of time.

Section 21.9. An employee with five (5) or more years of service with the Employer who has 300 hours or more sick leave balance at the time of separation and who terminates service or retires from active service with the Employer shall be paid for 50% of the value of his accrued but unused sick leave, up to a maximum payment for 600 hours (1200 hours accumulation). Such payment shall be based on the employee's regular rate of pay at the time of separation. If an employee dies while in active service with the Employer, the converted sick leave shall be credited to his/her estate.

Section 21.10. The Employer maintains the right to investigate employee's use of sick leave.

ARTICLE 22 **HOLIDAYS**

Section 22.1. The following holidays will be observed:

New Year's Day	1 st day in January
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th day in July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th day of November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 th day of December
Any other day proclaimed by the Governor of the State of Ohio or the President of the United States.	

Section 22.2. For employees on a Monday through Friday work schedule, a holiday falling on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. For employees whose work assignment is to a seven (7) day operation, the holiday shall be celebrated on the day it actually falls. A holiday shall start at 12:01 a.m. and end at 12:00 a.m. Employees who are scheduled to work more than eight (8) hours in a day will receive holiday pay for the hours they are normally scheduled to work.

Section 22.3. Work on a Holiday: Employees who are required to work on a holiday will be compensated at the rate of one and one-half (1½) times their regular rate of pay, plus straight time for the holiday. No employee's posted regular schedule or days off shall be changed to avoid the holiday premium pay. The Employer reserves the right to determine the number of employees needed to work the holiday.

Section 22.4. Eligibility for Holiday Pay: An employee whose scheduled day off falls on a holiday will receive holiday pay for that day. An employee on vacation or sick leave during a holiday will not be charged vacation or sick leave for the holiday.

ARTICLE 23
VACATION LEAVE

Section 23.1. All full-time and part-time bargaining unit employees earn annual vacation leave according to their number of years of service with the Employer. The rate of accrual of vacation is as follows:

<u>Years of Service</u>	<u>Per Pay Period</u>	<u>Per Year</u>	<u>Maximum Accrual</u>
1 through 4	3.1 hours	80 hours	240 hours
5 through 9	4.6 hours	120 hours	360 hours
10 through 14	6.2 hours	160 hours	480 hours
15 through 19	6.9 hours	180 hours	540 hours
20 through 24	7.7 hours	200 hours	600 hours
25 or more	9.2 hours	240 hours	720 hours

Completion of one (1) year of service is required before eligibility for any vacation leave is established for both full-time and part-time employees. Once one (1) full year of total service is met, vacation leave may be used as it is accrued with the approval of the employee’s supervisor and the Director.

Section 23.2. Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may establish minimum staffing levels for the facility that could restrict the number of concurrent vacation leave requests that may be granted.

Employees requesting vacation leave are required to complete a Request for Leave form. Vacation may be used in minimum units of one-fourth (¼) hour (15 minutes). Employees eligible to receive vacation may submit vacation requests no less than five (5) days in advance. Requests will be approved on a first-come-first-serve basis with seniority being considered only in the case of simultaneous submissions. This time limit may be waived at the discretion of the Director.

After the form has been approved or disapproved by the Director or designee, it will be forwarded to the Business Office. The Employer shall notify the employee if their leave has been disapproved. The Business Manager will note the approved leave dates on a calendar in the Business Office. The original form will be filed in the permanent timekeeping records.

Section 23.3. Vacation credit may be accumulated to a maximum that can be earned in three (3) year. Further accumulation will not continue when this maximum is reached. If an employee is approaching the maximum accrual and requests vacation leave with the proper notice, the Director will approve such requests to prevent the loss of vacation by the employee.

For employees at or near the three (3) year maximum accumulation, if conditions prevent the scheduling of vacation leave, the time period will be extended to provide adequate time to prevent the loss of vacation by the employee.

Section 23.4. Upon termination of service, full-time employees are entitled to receive payment (at regular rate of pay) for all vacation leave accrued. Employees separating from employment with less than twelve (12) months of service will not be paid for any accrued vacation.

Section 23.5. In the case of the death of an employee, any unused vacation leave is paid to the employee's estate.

Section 23.6. Days declared as weather emergencies by empowered authorities are not charged to vacation balances.

Section 23.7. Employees hired after the execution of this agreement may accumulate vacation credit to a maximum that can be earned in one (1) year.

When an emergency exists at HVCRC, all vacation requests may be denied, including those already approved.

ARTICLE 24 **PERSONAL LEAVE**

Section 24.1. Each full-time and part-time bargaining unit employee shall receive forty (40) hours of personal leave at the beginning of each fiscal year. Personal leave may be used in minimum units of one-fourth ($\frac{1}{4}$) hour (15 minutes). A Request for Leave form must be completed and submitted prior to the use of these leave hours. This form will be submitted through proper channels in the same manner as requests for vacation leave.

Section 24.2. Any full-time or part-time employee beginning employment after the start of the fiscal year (July 1st) will receive a prorated amount of personal leave. Each full-time and part-time employee will automatically receive forty (40) hours of personal leave on the first pay period of each fiscal year thereafter.

Section 24.3. Employees may carry over unused personal leave up to a maximum of three (3) years accumulation with the exception of employees who had accrued unused personal leave pursuant to Employer policy and still maintain any carry-over personal leave to their credit in excess of three (3) years accumulation. These employees will not lose that excess accumulation. However, said employees are encouraged to exhaust the excess credit during future years of employment with the Employer. Such old leave shall be available for utilization pursuant to this article. As excess leave (over three [3] years accumulation) is utilized, the new reduced balance shall become the maximum permitted and the new reduced balance shall become the maximum permitted to be carried-over (until the employee reaches three [3] years accumulation or less, then the three [3] years maximum shall apply).

An employee who terminates service with the Employer shall be paid, at the employee's regular rate of pay at time of separation, for all accrued but unused personal leave. If an employee dies while in active service with the Employer, the cashed-out personal leave shall be credited to his/her estate.

Section 24.4. Employees hired after the execution of this Agreement may carry over a maximum of one (1) year unused personal leave.

ARTICLE 25
FUNERAL LEAVE

Section 25.1. Funeral leave with pay of up to four (4) days shall be granted to an employee in the event of a death of a member of the employee's immediate family. Immediate family shall be defined as set forth in Article 21.2, Sick Leave. Funeral leave shall be taken immediately prior to or after any related service.

ARTICLE 26
LEAVE OF ABSENCE

Section 26.1. General Leaves Provisions. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Unpaid leaves of absence will not exceed six (6) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional six (6) month period, or as specified elsewhere in the Agreement. In no case shall leave be granted to an employee to look for or work at another job.

Section 26.2. Except in cases of emergency, an employee must request an unpaid leave at least thirty (30) days in advance.

Section 26.3. An employee may only use any paid or unpaid leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge.

Section 26.4. An employee may return from a leave of absence before the time granted for the leave expires, with the permission of the Employer.

Section 26.5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job.

Section 26.6. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of her position. An employee found to be physically or mentally unable to perform the essential functions by such physician shall be placed on sick or medical leave. Employees may provide to the Employer the results of an examination by a physician of the employee's choosing determining whether the employee is physically or mentally able to perform the substantial duties of his/her position. If the Employer's and employee's physicians disagree, a third opinion shall be rendered by a third physician chosen by the Employer's and employee's physicians, which decision will be final and binding. The cost of the third opinion shall be borne by the Employer. The third opinion shall determine the employee's physical or mental ability to perform the essential functions of the employee's position as outlined in the job description. No findings of such examination shall be released without the employee's consent except the physician's determination of the employee's physical or mental ability to perform the essential functions.

Section 26.7. The Employer shall place an employee returning from leave in the same or similar classification, if the original classification no longer exists, from which the employee took leave. If such classification no longer exists, the Employer shall treat the employee as if he were laid off from his classification.

Section 26.8. Personal Leave. The Employer may grant any employee a leave without pay for personal reasons, in accordance with the rules for leaves of absence in this article.

Section 26.9. Medical Leave. An employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer, subject to the requirements found within this article. A disability leave may be granted only when an employee has exhausted his accumulated sick and vacation leaves and may be granted for a period not to exceed twelve (12) months.

Section 26.10. An employee shall be placed on unpaid maternity or disability leave if declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee has exhausted his accumulated sick and vacation leaves pursuant to Section 26.9 above. It is the employee's responsibility to request a maternity or disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement from his attending physician certifying the employee is able to return to work before his scheduled reporting time.

In all other respects the employee is subject to the rules for leaves of absence in this Agreement.

Section 26.11. Union Leave. Duly elected Union delegates or alternates may be granted time off without pay for the purpose of participating in the annual conventions of the Union Council and the biennial conventions of AFSCME AFL-CIO, not to exceed six (6) total days to be divided between no more than two (2) delegates per year. Employees may opt to use vacation.

Section 26.12. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty, not to exceed one hundred seventy-six (176) hours in one (1) calendar year.

Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. Such leave will be without pay if it exceeds the authorized paid leave allowable for the year.

An employee on military leave will be paid his regular pay and any pay received from military service not to exceed payment by the Employer of one hundred seventy-six (176) hours in one (1) calendar year.

An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Military leave is subject to the rules for leaves of

absence in Article 26 of this Agreement, except that leave may be granted with a shorter period of advance notice.

ARTICLE 27
SUBSTITUTE PROGRAM

Section 27.1. Employees of Hocking Valley Community Center will be able to substitute shifts with other employees consistent with the following procedures, and no overtime will occur:

- A. It is sole responsibility of the employee to find the person to substitute;
- B. The Employer will have not responsibility or liability for the substitute, including finding employees to substitute.
- C. In order to take advantage of the program, an employee must:
 - 1. Find an employee in the same classification who has the shift they need and who is willing to substitute shifts;
 - 2. Fill out a form provided by the Employer and receive prior authorization from the affected supervisors and Director. Approval is at the sole discretion of the Director.
- D. Each employee involved in the substitute shall understand:
 - 1. Each employee is fully responsible for duties, date, and time that is agreed for the substitute;
 - 2. If either employee does not fulfill his duties, the employee will not be granted any paid leave for such time (i.e., sick leave, vacation, and/or any other paid leave, if applicable);
 - 3. Employees involved in the substitute will be paid at the rate of the substituted day only, at their regular hourly rate;
 - 4. Employees shall not use as a method for accruing overtime;
 - 5. Substitute shift denials are not subject to arbitration.

ARTICLE 28
SAVINGS CLAUSE

Section 28.1. If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated but all other provisions of the Agreement will continue in full force and effect.

The parties agree to immediately re-open negotiations for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

ARTICLE 29
DURATION OF AGREEMENT

Section 29.1. This Agreement shall be effective July 7, 2014, and shall remain in full force and effect through July 6, 2017.

Section 29.2. The parties agree to reopen negotiations regarding wages and insurance, said reopeners to begin effective June 1, 2015 and June 1, 2016. The parties agree that the mandatory dispute procedure of the State Employment Relations Board shall apply.

Section 29.3. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 29.4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. 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 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.

Section 29.5. However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment is reduced to writing and signed by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 8th day of October, 2014.

FOR HOCKING VALLEY COMMUNITY
RESIDENTIAL CENTER:

FOR THE AFSCME Ohio Council 8:

Jamara Bauman 10/8/14

John E. A. 10/8/14

[Signature] 10-8-14

Brian Beasley 10/8/14

Phillip J. Metcalfe 10/8/14

Gary W. Arnold
10-C-8

Oct 23-2014