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**WASHINGTON COUNTY HOME
WASHINGTON COUNTY COMMISSIONERS**

AND

**AFSCME, OHIO COUNCIL 8
LOCAL 3809**

SERB CASE NUMBER: 2014-MED-08-0989

**EFFECTIVE: NOVEMBER 15, 2014 TO AND
INCLUDING NOVEMBER 14, 2017**

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ARTICLE 1
UNION RECOGNITION

Section 1.1. Exclusive Representative and “Bargaining Unit” Defined. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for those employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in Case No. 95-REP-04-0070 and all other modifications agreed to by the parties and approved by SERB.

All employees of Washington County Home, including employees classified as LPN, Nursing Assistant, Custodial Worker, Cosmetologist, Cook 1 and 2, Maintenance Repair Worker 1 and 2, Laundry Worker, Nursing Case Management Assistant, Medical Records Specialist, and Social Service Assistant.

Section 1.2. Bargaining Unit Exclusions. All management-level employees, professional employees, guards, students and supervisors as defined in the Act, including Administrator, Activities Director, Administrative Assistant, Director of Environmental Services, Director of Nursing, Director of Social Services, Director of Dietary Service, Activities Director, Director of Environment Services, and Secretary/Bookkeeper (one (1) employee-confidential).

(Changes to the inclusion and exclusions of the bargaining unit are dependent upon approval of OC8 legal department and SERB.)

ARTICLE 2
DUES CHECK-OFF

Section 2.1. Membership Availability. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement appropriately within the bargaining unit.

Section 2.2. Dues “Check-Off”. The Employer agrees to deduct regular membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which Union dues are regularly deducted. The total amount of dues, together with a separate list of names of employees for whom dues are deducted, shall be transmitted to AFSCME Ohio Council 8, Louisa Arce, Controller, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 2.3. Disclaimer of Responsibility - Re: “Check-Off”. It is specifically agreed that the Employer assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the

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

Section 2.4. Termination of “Check-Off”. The Employer shall be relieved from making such “check-off” deduction upon:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. Unpaid approved leave of absence; or
- E. Revocation of the check-off authorization in accordance with the check-off authorization.

Section 2.5. Limitation of “Check-Off”. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal their deductions.

Section 2.6. Errors in “Check-Off”. It is agreed that neither the employees, nor the Union, shall have a claim against the Employer for errors in the processing of deduction, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.7. Annual Certification by the Union. The rate at which dues are to be deducted shall be certified annually to the payroll clerk by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deduction.

Section 2.8. Correction of Deduction. Deductions provided for in this Article are subject to the approval of the Washington County Auditor as required by statute, and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period in which Union dues are regularly deducted if the total deduction does not exceed the total of two (2) month’s regular dues. The Employer will not deduct more than two (2) month’s regular dues from the pay of any Union member.

Section 2.9. The Employer shall provide the Union with a list of names, addresses, hire date, classification, and pay rate of all bargaining unit employees within thirty (30) days following the execution of this Agreement and every one (1) calendar year thereafter.

ARTICLE 3
UNION REPRESENTATION

Section 3.1. Notification of Employer of Representatives. The Union shall submit a written list of those persons authorized to speak for the Union. The list shall include the name, the office held, and the area or areas in which the officer is authorized to speak for the Union. The Employer will recognize a maximum of three (3) stewards plus a chief steward to participate in the grievance procedure. The Union President may act in the capacity of steward in the absence of the regular steward.

Section 3.2. Whenever possible, the writing and investigation of grievances shall be on non-work time. If it becomes necessary to complete some phase of the writing or investigation on work time, the steward shall first report that necessity to their supervisor who is not a member of the bargaining unit. If there is disagreement over such necessity, then that disagreement is an appropriate topic of discussion for the next Labor/Management meeting. The writing or investigation of grievances shall not interfere with the regular duties of the steward or of any other employee.

Stewards may examine records or books of the Employer on work time.

Section 3.3. A steward will be permitted reasonable leave with pay to sit in on grievance meetings scheduled during working hours.

Section 3.4. Staff representatives of the Union shall be admitted to the facilities and sites during working hours upon advanced notification to the Employer. Such visitations shall be for the purpose of participating in the adjustment of grievances and to attend meetings named in this Agreement, and for the general enforcement of the collective bargaining agreement. The staff representative shall not interfere with the employee's work assignment.

Section 3.5. Union Meetings. The County shall provide a meeting area or conference room, without cost to the Union or employee, subject to scheduling availability.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The Union shall recognize the right and authority of the Employer to administer the business of the Washington County Home, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the County Home, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, including, but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, demote, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward, discipline for cause, and to maintain discipline among employees;

- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed and utilization of technology;
- C. To determine the County Home's goals, objectives, programs and services; and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the workforce and the County Home's organizational structure, including the right to layoff employees, following the layoff provisions outlined in this Agreement;
- E. To determine the hours of work, work schedules;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine necessity to schedule overtime and the amount required thereof;
- H. To determine the County Home budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To effectively manage the workforce;
- K. Take actions to carry out the mission of the public employer as a governmental unit;
- L. To contract out for goods and services so long as the contracting out does not result in the layoff of current bargaining unit members.

Section 4.2. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict or limit the right of the Employer to manage its affairs in all respects.

ARTICLE 5 **BULLETIN BOARDS**

Section 5.1. Bulletin Boards. The Employer agrees to provide to the Union one (1) bulletin board which may be used by the Union for posting notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Recreational and social events;
- B. Election and election results;
- C. Notice of Union Appointments;

- D. Notices of membership meetings and reports and minutes thereof;
- E. Legislative Reports;
- F. Agreed-to minutes of Labor/Management meetings;
- G. Union's Advantage material.

Section 5.2. Other Materials. Prior to posting of any notice on the Union bulletin board, the Union shall file one (1) copy of said notice or material to the Employer. If the Union desires to post any information or material other than that described in Section 1 above, the Union shall first submit same to the Employer for his approval. The Employer shall have the sole discretion to approve or disapprove of said posting(s). The Union agrees not to post any material of a defamatory, obscene, religious, political or libelous nature.

Section 5.3. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this Article may be removed by the Employer and the responsible party disciplined if appropriate.

ARTICLE 6 **LABOR-MANAGEMENT MEETINGS**

Section 6.1. The Employer agrees that he or his designee(s) shall meet quarterly with three (3) representatives of the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;
- C. Issues of interest to bargaining unit employees;
- D. Health and safety;
- E. Matters of contract administration that are not subject to the grievance procedure.

Section 6.2. The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

Section 6.3. Matters taken up in the Labor-Management meeting shall be confined to those included in the agenda. Labor-Management meetings are not to be considered negotiating sessions, but are solely for the purposes of discussion between the parties.

ARTICLE 7
NONDISCRIMINATION

Section 7.1. The parties agree that the provisions of this Agreement shall be applied so as to not discriminate because of age, sex, marital status, race, color, religion, ancestry, military status, genetic information, creed, national origin, or disability. The Union and the Employer shall share equally the responsibility for implementing this section of the Agreement.

Section 7.2. All references to employees in this Agreement designated both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3. The Employer agrees not to discriminate or take any reprisal action against any employee for participation or non-participation in, or affiliation or non-affiliation with the Union, or because of any lawful activity on behalf of the Union.

Section 7.4. The Union agrees not to restrain or coerce employees in the exercise of the rights guaranteed in Chapter 4117 of the Revised Code. The Union agrees not to discriminate against any employee because of his or her membership or non-membership in the Union.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. Definition. A grievance shall mean an allegation by a bargaining unit employee or the Union that there has been a misinterpretation, misapplication, or alleged violation of the express provisions of this Agreement. Any dispute or grievance which would change the terms of this Agreement is not a grievance, and is not subject to the grievance procedure.

Section 8.2. Time Limit for Filing. All grievances must be submitted within five (5) working days after the occurrence of the act or events giving rise to the alleged grievance, or within five (5) working days of the date the employee should have known of the events giving rise to the alleged grievance. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts. The thirty (30) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of his leave, provided the thirty (30) day limit is not exhausted.

A bargaining unit member or the Union may file a grievance. If the Union files a grievance it must be signed by a bargaining unit member who is an employee of the Washington County Home.

Step 1. A person wishing to file a grievance, must present the grievance, with his/her steward if the employee wishes, in writing to their management level supervisor, explaining the alleged violation, state the section of the agreement which he claims to be violated, and specifying the remedy sought. The management level

supervisor shall reply to the grievance in writing within five (5) working days after the grievance is submitted to him.

Step 2. If an employee does not agree with the response, or does not receive a reply to his written grievance within five (5) working days, his grievance may be taken to Step 2 of the Grievance Procedure. A Step 2 grievance must be filed with the Administrator within five (5) working days after the employee received his reply, or should have received his reply. The Administrator will investigate, make inquiries and shall schedule a meeting with the grievant, steward, and/or president to be held in ten (10) days after he/she has received the grievance. The Administrator will provide a written reply within five (5) working days after the scheduled meeting.

Step 3. Grievance Mediation: If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, within ten (10) calendar days, submit the grievance to mediation only by mutual agreement. The parties shall use FMCS mediators and follow FMCS guidelines. The action(s) or recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

Step 4. Arbitration: In the event the Step 2 meeting and response is unable to resolve the grievance, it may be appealed by the Union to arbitration, within thirty (30) calendar days following the Step 2 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio only) to be mailed to the Employer and the Union for selection of one (1) arbitrator to hear the case. The selecting of the Arbitrator shall be in accordance with the rules of the FMCS.

The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

The Arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- 1) Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or of applicable law;
- 2) Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations, so long as such practice, policy, or regulation does not conflict with this Agreement;
- 3) Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated; or

- 4) Establishing any new or different wage rates not negotiated as part of this Agreement.
- 5) In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date of the occurrence of the act or events giving rise to the grievance, but in no event more than five (5) working days prior to the submission or knowledge of the events giving rise to the grievance, or for employees on a leave of absence at the time of occurrence, no more than thirty (30) calendar days. These time periods are intended to coordinate with the time limits for filing specified in Section 8.2.

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 the same arbitrator.

The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the grievant(s).

Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

Employee witnesses, grievants, and Union officials shall not lose straight-time pay for attendance at arbitration hearings

Section 8.3. Union Representation. During the first two (2) steps of the Grievance Procedure, the employee may represent himself. In such cases the Union Steward shall have the right to be present.

Section 8.4. Group Grievances. Where a group of employees desire to file a grievance or complaint involving a situation affecting each employee in the same manner, one (1) employee selected by the Union will process the grievance.

Section 8.5. Time Limits. The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extensive thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step, and immediately appeal the grievance to the next step.

Section 8.6. Working Days. The term “working days” as used in this Article, shall mean the days Mondays through Fridays inclusive, and excludes Saturdays, Sundays, and holidays as specified in this Agreement.

Section 8.7. Consolidation of Grievances. Two (2) or more grievances may not be joined or consolidated except upon mutual agreement of both parties.

Section 8.8. Witnesses. Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The employee shall give twenty-four (24) hours advance notice to the Employer of the name(s) of any witness(es) who may be on duty at the time of the hearing.

ARTICLE 9 **DISCIPLINE**

Section 9.1. No employee shall be disciplined except for just cause. Discipline shall be defined to include:

- A. Verbal reprimand (with notation to file)
- B. Written reprimand
- C. Suspension
- D. Termination

Section 9.2. All discipline shall be grievable according to the provisions of Article 8 except that probationary employees shall not have access or appeal rights to the grievance procedure regarding any discipline imposed. Likewise reprimands may not be appealed to arbitration.

Section 9.3. Whenever an employee is to be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and general explanation of the evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union representative during such response.

Section 9.4. Records of verbal or written reprimands shall cease to have force and effect twenty-four (24) months after their effective date. Suspensions shall cease to have force and effect thirty-six (36) months after their effective date. These provisions take effect providing there is not intervening disciplinary action during the twenty-four (24) or thirty-six (36) month period.

Section 9.5. Suspensions or terminations may be grieved directly to Step 2 of the grievance procedure.

ARTICLE 10
PERSONNEL RECORDS

Section 10.1. Each employee may inspect his or her personnel file maintained by the Employer. Inspection will be at reasonable times, and can be during regular scheduled work hours if a prior appointment is made. An employee may be accompanied by his or her steward during the review of the file. An employee shall not have access to pre-employment documents or other documents that are confidential by law. An employee shall receive a copy of any written warning, reprimand, or other disciplinary action entered on her or his personnel record.

Section 10.2. An accredited Union Representative of AFSCME shall have the right to inspection of any employee's personnel record subject to the notification as provided above.

ARTICLE 11
WORK RULES

Section 11.1. Work rules shall not be applied in violation of the terms of this Agreement.

Section 11.2. Work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom the rules are directed.

Section 11.3. Work rules shall be in writing and posted on department bulletin boards. The posting of work rules in such locations shall constitute notice to all bargaining unit employees. Management may provide all employees with a copy of work rules. If such a personal distribution is made, then employees shall sign a form provided, indicating receipt of the rules.

Section 11.4. This Article shall not be interpreted to relieve an employee from the responsibility of following normal procedures of good conduct which can reasonably be expected of any employee.

ARTICLE 12
SENIORITY

Section 12.1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;

- C. Military leave;
- D. A layoff of eighteen (18) months duration or less.

Section 12.2. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of approved leave of absence; and
- F. Resignation.

Section 12.3. Classification seniority shall be calculated on the basis of uninterrupted service with the Employer within a classification.

Section 12.4. Ties in seniority shall be broken by date of hire, then date of application, then alphabetically by surname, in that order.

Section 12.5. The Employer shall provide the local Union president with a seniority list annually.

ARTICLE 13 **JOB POSTING/BIDDING**

Section 13.1. When a vacancy occurs that the Employer determines to fill, a notice shall be posted for a period of at least five (5) working days. The notice shall state the classification, the rate of pay, the shift the person in that position normally works, and a brief description of the duties and qualifications. A current bargaining unit member desiring to be considered for the vacancy shall submit a bid by the date specified on the posting.

Section 13.2. Selection. The Employer shall consider current bargaining unit members first when filling bargaining unit positions. The order of consideration shall be as follows:

- A. Applicants for whom the position would be a lateral transfer. If more than one (1) applies, then the Employer shall first consider those qualified applicants with the greatest total seniority.

- B. Applicants for whom the position would be a promotion. If more than one (1) applies, then the Employer shall first consider those qualified applicants with the greatest total seniority.

In determining qualifications, the Employer may consider work record, skill, experience and ability. Once the Employer has determined which applicants are qualified, then the position shall be offered to the most senior qualified employee under Section 13.2 A. If there are no applicants under Section 13.2 A, then the position shall be offered to the most senior qualified applicant under Section 13.2 B.

In filling any position, the Employer may hire a more junior applicant if it can be shown that the junior applicant possesses work record, skills, experience, or abilities that make that applicant demonstrably superior to any more senior employees.

ARTICLE 14 **PROBATIONARY PERIOD**

Section 14.1. A newly hired or an employee who changes classifications will be required to successfully complete a probationary period. The probationary period for a newly hired or an employee who changes classifications shall begin on the effective date of the classification change or first day of employment and shall continue for a period of one hundred eighty (180) calendar days. A newly hired employee may be dismissed any time during his probationary period, and shall have no appeal rights over such removal. An employee who changes classification may be returned to his former position any time during his probationary period.

Section 14.2. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

Section 14.3. A probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire.

ARTICLE 15 **LAYOFF AND RECALL**

Section 15.1. The Employer shall determine when a layoff will occur. Once that determination is made, the Employer shall notify the Union at least twenty-one (21) calendar days prior to the effective date of the layoff. The Union may request a meeting with the Employer within the twenty-one (21) days to discuss options and alternatives to the proposed layoff. The Employer shall give consideration to any suggestions offered by the Union.

Section 15.2. The layoff notice shall specify the classification(s) in which the layoff shall occur. Layoffs shall take place in the following order:

- A. Probationary employees working within the designated classification(s). Layoffs shall be made in reverse bargaining unit seniority order.
- B. Non-probationary employees working within the designated classification(s). Layoffs shall be made in reverse bargaining unit seniority order.

Section 15.3. Bumping Rights. An employee who is laid off shall have the right to bump an employee who has less bargaining unit seniority, so long as the laid off employee either:

- A. Has held the classification position of the employee to be bumped, within the last five (5) years; or
- B. Has the ability and qualifications to perform the work of the position to which they propose to bump. All bumps are limited to positions that are considered as lateral transfers, or positions that are lower in pay compared to the position from which the employee is being laid off.

Section 15.4. Recall Rights. An employee who is laid off shall be placed on a recall list for each classification for a period of eighteen (18) months, or for a period equal to the employee's length of seniority, whichever is less. If there is a recall, employees who are still on the classification recall list shall be recalled to their prior classification, in the reverse order of their layoff. Employees shall be recalled to their previous classification, but not necessarily to the exact shift or position. Employees eligible for recall shall be given ten (10) calendar days to report to work after receipt of the recall notice(s). The Employer shall send recall notice(s) by certified mail, with a copy to the Union, to the address the person listed in their personnel file when the layoff occurred, or to another address supplied to the personnel office by the laid off employee.

ARTICLE 16 SAFETY

Section 16.1. The Employer shall make reasonable provision for the safety of its employees. The Union agrees to work cooperatively in maintaining safety at the Washington County Home.

Section 16.2. It is the responsibility of all employees to maintain and operate the Employer's tools, equipment, and work areas in a safe and proper manner; to use appropriate safety equipment; and to follow all safety rules and safe working methods of the Employer.

Section 16.3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided along with the responsibility of reporting any unsafe working conditions or practices to the appropriate supervisor. A specific reporting procedure shall be established for each work unit. All reports of safety complaints should be given to the Administrator who shall forward copies to the County Home Safety Officer and the Quality Assurance/Safety Committee.

Section 16.4. An Employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others,

provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer and Quality Assurance/Safety Committee, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger of hazard. The recommendations of the Safety Officer and Quality Assurance/Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 16.5. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH, etc.). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 16.6. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his Union designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to his Union designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 16.7. The Washington County Home's Quality Assurance/Safety Committee shall consist of the Washington County Home Safety Officer, one (1) additional employer appointee, and two (2) bargaining unit members appointed by the Union. Bargaining unit appointees shall serve on the Committee for no more than one (1) year. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date to this Agreement.

It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action;
- B. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;
- C. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 16.4;
- D. Recommend safety training programs and amendments, modifications, or additions to the Washington County Home's Quality Assurance/Improvement Manual;

- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to drive the Washington County Home's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

Section 16.8. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

Section 16.9. When an employee is required to work with any resident that has a communicable disease for which isolation is required by State or Federal regulations, appropriate isolation of the resident and necessary equipment (gowns, gloves, paper products, masks, etc.) will be furnished by the Employer along with training in technique.

ARTICLE 17 **HOURS OF WORK AND OVERTIME**

Section 17.1. The normal schedule of hours shall consist of eight (8) consecutive hours per day, eighty (80) hours in a biweekly pay period. The pay period is defined as the biweekly period as defined by County Auditor, beginning Sunday at 12:01 A.M. and ending on the second Saturday at 12:00 P.M. midnight.

Section 17.2. The Employer shall pay overtime at the rate of time and one-half (1 ½) for all hours actually worked over forty (40) in one (1) week. For purposes of this Section, hours of approved paid vacation will be considered as hours actually worked.

Section 17.3. Overtime Distribution. When the Employer determines that it is necessary to fill vacant shifts by using employees, overtime will be offered to qualified employees in a manner which minimizes overtime pay and maximizes the additional hours available to on call and part-time employees. When it is impossible or not feasible to call an employee in to fill a vacant shift, or to use a pool employee, the overtime will be assigned to qualified on-duty employees on a rotating basis.

Section 17.4. Employee's Responsibilities. The employee is responsible for maintaining a current and correct address and telephone number with the Employer.

Section 17.5. Scheduling. Scheduling of employees will be a minimum of two (2) weeks before the period they are to work. If the schedules are changed after being posted, the Employer will ask the most senior employee on the affected shift first, then go to the least senior on that shift.

Section 17.6. Time Change. Shifts affected by changes to/from Daylight Savings Time will be paid for time actually worked. Where the workday is lengthened due to the time change, the affected shift may be shortened by one (1) hour by eliminating shift overlap time.

Section 17.7. Hours of Work Calculations. All hours of work and overtime will be calculated by rounding to the nearest one-quarter (1/4) of an hour.

Section 17.8. Weather Emergencies. The Employer may require employees who are at work when weather emergencies or declared road closures occur to remain on duty until suitable replacements can be obtained.

Section 17.9. Mandating. An employee may be required to work over onto the next shift if the incoming shift is short. Except in cases of emergency employees shall not be required to work more than sixteen (16) hours in a twenty-four (24) hour period. When an employee works more than sixteen (16) hours in a forty-eight (48) hour period, the employee will be paid double time (2x) for all hours over sixteen (16).

Section 17.10. Pool Employees. The Employer may employ pool employees.

Section 17.11. Part-Time Employees. A part-time employee shall be an employee whose regular hours of employment is less than forty (40) hours a week.

Section 17.12. Extra Work. When the Employer determines that it is necessary to fill vacant shifts by using employees, bargaining unit members shall perform call-ins. The person performing the call-in will normally be the charge nurse or supervisor.

Two types of shift vacancies occur:

- A. Call-in to replace employee:
 - 1. Call-in employees
 - 2. Part-time employees
 - 3. Full-time employees
 - a. Most senior employees then proceed down seniority list.

- B. Currently on duty to replace vacant shift if call-in employees will not work:
 - 1. Supervisor/CN to look at O.T. sheet
 - a. Vacant shift is then assigned to employee on a rotating basis according to O.T. sheet.

The above procedure shall be utilized, except in cases where it may violate Child-Labor laws and any other applicable laws.

If employees are taking classes that are related to their work, they may be excused from the “requirement to stay,” if the shift vacancy would conflict with their class time and if they have received written authorization from the Employer to excuse them from the “requirement to stay.”

ARTICLE 18 **REST PERIODS**

Section 18.1. A fifteen (15) minute rest period for each employee in the bargaining unit shall be permitted during the first four (4) hours of a shift, and during the second four (4) hours of the shift. Such rest periods shall be scheduled during the middle hours of the shift, and must be taken at the work site.

ARTICLE 19 **TIME CARDS**

Section 19.1. Employees are permitted fourteen (14) minutes leeway in clocking in at their assigned work hour at the beginning of their workday, seven (7) minutes before and seven (7) minutes after. The fourteen (14) minute leeway is for clocking in to work at the beginning of work shift, not for breaks, lunch, or leaving early at the end of shift.

Section 19.2. All overtime must be authorized in writing.

Section 19.3. Punching someone else’s time card or entering incorrect information on a time card is cause for disciplinary action. All changes or corrections that need to be made to a time card must be initialed by the employee’s supervisor and/or department head.

ARTICLE 20 **SICK LEAVE**

Section 20.1. Eligibility. For each hour in active pay status, other than overtime hours, full-time and regularly scheduled part-time employees shall earn .0575 hours of sick leave.

Section 20.2. Entitlement. An employee may request sick leave by following the procedure outlined in Section 20.3 of this Article. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee;
- B. Illness or injury of a member of the employee’s immediate family where attention by the employee is reasonably necessary;
- C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

- D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family; and
- E. Pregnancy, childbirth and/or related medical conditions;
- F. Death of a member of the immediate family as defined in Section 20.7, such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days.

Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a Doctor's release to return to work, or a Doctor's statement indicating the employee's presence was necessary for the health and welfare of an affected person. Any employee, who has established a record of excessive or pattern of absences, as determined by the employer, may be required to furnish a statement from the employee's physician for each use of sick leave for a predetermined time limit. The Employer maintains the right to investigate all absences.

Section 20.3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication, the immediate supervisor or other designated person no less than two (2) hours prior to the beginning of the shift; failure to give the required notice will result in the loss of sick pay and may result in discipline. If the Employer has reasonable grounds to believe sick leave is being abused, he may at his discretion verify they report of illness or disability.

Section 20.4. Payment. Upon return to work the employee shall formally request sick leave by completing a request for leave form and submitting it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from employee's next pay.

Section 20.5. Abuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

Section 20.6. Point System.

- A. All employees of the Washington County Home shall be subject to an attendance policy, as provided in Appendix D. Employees who accumulated the specified number of points within a rolling twelve (12) month period are subject to disciplinary action, as provided in Appendix D. The twelve (12) month period under this article shall be measured backwards using the preceding twelve (12) consecutive months.
- B. Management may take mitigating circumstances into account in imposing discipline under this article, in its sole discretion, but no such mitigating may be imposed by an arbitrator.

Section 20.7. Sick Leave/Holidays. Any employee calling in sick on a holiday or on the employee's scheduled workday prior to a holiday or next scheduled workday immediately

following a holiday will be required to present a medical practitioner's statement verifying the need for sick leave or such sick leave will not be approved.

Section 20.8. Payment of Sick Leave Only Upon Retirement. Upon retirement from the Public Employees Retirement System after ten (10) or more years of service with the Employer, who retires from service with the Employer, an employee may elect to be paid for twenty-five percent (25%) of accumulated sick leave balance up to maximum of thirty (30) days. This payment shall be at the rate of pay at the time of the employee's retirement. Accepting this payment eliminates all remaining sick leave balance up to that time. Retirement cannot simply be considered as a termination. The employee must qualify for and retire from the employer under P.E.R.S.

Section 20.9. Definition of Immediate Family. Grandparents, brother, sister, brother –in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father- father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent.

ARTICLE 21 **LEAVES OF ABSENCE**

Section 21.1. Unpaid Disability Leave. When an employee becomes physically or mentally incapacitated for the performance of the duties of their position, they may be granted an unpaid disability leave, an unpaid medical-related personal leave, and/or unpaid Family Medical Leave, provided the disability continues beyond the accumulated sick leave balance and provided the procedures enumerated below are followed.

In cases where the Employer has reason to believe that the period of incapacity will not exceed four (4) months, the employee will be given an unpaid disability and/or unpaid medical-related personal leave of absence without pay which may be inclusive of Family Medical Leave. The Employer will continue to pay the Employer share of health insurance during the disability leave period. If the incapacity extends beyond the four (4) months period, the employee will be given a disability separation. The employee who is given a disability separation has reinstatement rights for eighteen (18) months. If the employee recovers and wish to return to work from the leave within the eighteen (18) month period, the employee shall furnish a statement by his/her attending physician certifying that the employer is able to return to work. The employee will be reinstated to his/her classification within thirty (30) days after submission of the doctor's certification. 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 his/her position.

Section 21.2. Permissive Leaves. An employee may request an unpaid leave of absence for any other reasonable purpose for a period not to exceed six (6) months. This could include union leave, educational leave, family leave, etc. The request will be in writing and specify the reason for the leave along with the beginning and ending date of the leave. The Employer shall seriously consider each such leave request but the sole decision on whether or not to grant the leave abides with the Employer.

An employee returning from an unpaid leave shall be entitled to a position within their classification but not necessarily the exact same position or shift.

Section 21.3. Military Leave. Military leave shall be granted and applied pursuant to applicable state and federal laws.

Section 21.4. Bereavement Leave. Any employee who has completed his/her probationary period shall be entitled to receive up to three (3) days of bereavement leave upon the death of a member of her or his immediate family. The leave shall be used for attending a funeral or memorial service, travel, or caring to family business. For the purposes of the usage of up to the three (3) days immediate family is defined as the employee's spouse, parent, child, step-child, natural sibling, grandparent, grandchild, father-in-law, mother-in-law, legal guardian, or other person who stands in place of a parent.

Any employee who has completed his or her probationary period may utilize one (1) day of bereavement leave to attend a funeral or memorial service, travel or caring to family business upon the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law.

Persons may attend funerals or deal with other matters relating to deaths of persons included in this definition by utilizing the provisions of Article 20.7, Sick Leave.

Section 21.5. Court Leave.

A. Paid Court Leave. The Employer will grant court leave with full pay to an employee when:

1. Summoned for jury duty;
2. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses; or
3. The employee is an appellant in any action before a state board of review and is in active pay status at the time of a scheduled hearing before the board.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the County Home Secretary, for transmittal to the Washington County Treasurer. Employees will be expected to return to work if they are dismissed from jury duty or if more than one (1) hour of his/her regularly scheduled work period remains.

B. Unpaid Court Leave. A leave of absence without pay shall be granted to an employee when appearing before a court or other legally constituted body in any matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent of guardian of juveniles.

C. If an employee makes an appearance under any categories listed in Subsection A. above, then that employee can ask to be placed on "day shift." The Employer will make the

necessary adjustment and the employee will receive full pay for the appearance and will remit any fees or monies as required by Subsection A.

If the employee elects not to change shifts then they will not be paid for appearance but any fees or monies paid to them will remain their personal property.

SECTION 21.6. Family and Medical Leave.

The Employer shall comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Article.

ARTICLE 22
VACATION

Section 22.1. Entitlement. Full-time 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 services as follows:

- A. Less than one (1) year of service completed No vacation.
- B. One (1) year of service, but less than eight (8) years' service completed 80 hours.
- C. Eight (8) years of service, but less than fifteen (15) years' service completed 120 hours.
- D. Fifteen (15) years of service, but less than twenty-five (25) years of service completed 160 hours.
- E. Twenty-five (25) years or more service completed 200 hours.

Section 22.2. Prior Service Credit. New employees will not be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Section 22.3. Accumulation. Vacation is credited each biweekly pay period at the following rates:

- A. For those entitled to 80 hours annual vacation 3.1 hours per pay period.
- B. For those entitled to 120 hours annual vacation 4.6 hours per pay period.
- C. For those entitled to 160 hours annual vacation 6.2 hours per pay period.
- D. For those entitled to 200 hours annual vacation 7.7 hours per pay period.

Section 22.4.

- A. First Year Exclusion. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.
- B. Scheduling. Subject to scheduling requirements and approval by the Administrator, total seniority shall determine which employees have first choice of one-half of annual accumulation of vacation days (rounded to the next higher whole number) provided such choices are requested during the month of January in the year the vacation date is selected. After January, total seniority shall no longer control, and the first to apply shall have first choice; an employee shall be promptly notified if his request can be granted. Vacations must be scheduled at least nineteen (19) days prior to the end of the month for the next month.
- C. Accumulation. Generally, vacation leave shall be taken by an employee between the year in which it was accrued, and the next anniversary date of employment. More than two (2) weeks' vacation credit cannot be carried forward from one (1) calendar year to the next without written permission from the Administrator. The accumulation of vacation time of more than two (2) weeks must be approved in writing in advance, and must be in response to special circumstances.
- D. Accumulation Limit. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the approved carryover pursuant to Subsection C above. Such excess leave shall be eliminated from the employee's leave balance.
- E. Payment on Separation. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all approved accrued and unused vacation leave to his or her credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid to the employee's survivor or his estate.
- F. Definition of When Earned. Vacation leave is earned while on vacation, sick leave or compensated time, but not earned while performing overtime.
- G. Minimum Allowable. Vacation may be taken in not less than one (1) day increments.
- H. Employee Option. Employees shall have the option of using their accrued vacation leave for purposes of sick leave.
- I. Part-time Employees. Part-time employees will accrue vacation leave on a pro-rated basis based on hours worked, up to a maximum of eighty (80) hours worked per period. A part-time employee will be entitled to use accumulated vacation pay up to a maximum of forty (40) hours per week of vacation.

- J. We cannot guarantee that all vacation requests will be honored, and no vacations will be permitted between December 21st and January 3rd, unless approved by the Administrator.

ARTICLE 23
HOLIDAYS

Section 23.1. Recognized Holidays. The following days are recognized as paid holidays by the Employer, and will be governed by the procedures set forth in this Article:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Section 23.2. Monday through Friday Employees. In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as a holiday.

Section 23.3. Since we are a health facility open twenty-four (24) hours a day, seven (7) days a week, employees are expected to work holidays that are on days that they are scheduled to work.

ARTICLE 24
MILEAGE AND MEAL REIMBURSEMENT

Section 24.1. Mileage. Employees shall receive mileage reimbursement for the required use of private automobiles on County business. All reimbursement for travel out-of-county must be pre-authorized by the Administrator or designee, or it will not be paid. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at the existing standard rate authorized by the Board of Washington County Commissioners.

Section 24.2. Meals. Employees on authorized travel shall be reimbursed the actual cost of meals, up to maximum of ten dollars (\$10.00) per meal. Original receipts shall be required, with items purchased itemized in enough detail to determine if they shall be reimbursed.

Section 24.3. Employees will be provided with one (1) free meal per eight (8) hour shift.

ARTICLE 25
SICK LEAVE INCENTIVE BONUS

Section 25.1. Employees may buy back up to ten (10) days sick leave per year. This buy back shall be paid at the rate of the employee's regular hourly rate of pay, for sick leave earned between January 1 and Payroll #24. Any sick days used during the year will be deducted from the ten (10) days allowed.

ARTICLE 26
CALL-IN PAY

Section 26.1. An employee who is called in to work at a time when he/she is not regularly scheduled shall receive a minimum of two (2) hours pay.

An employee who is called in for a mandatory in-service when he/she is not regularly scheduled shall receive a minimum of three (3) hours pay.

ARTICLE 27
INSURANCE

Section 27.1. The Employer shall make available to bargaining unit employees a major medical/hospitalization plan. Except as provided by Section 27.2, the parties agree that the percentage of shared contribution rates shall be 80% Employer paid, and 20% employee paid.

Section 27.2. The parties recognize that during the term of this Agreement, the cost of both the Employer's and employee's share of insurance premiums may increase, and will be paid based on Section 27.1 percentages.

Section 27.3. Employees shall pay their share through payroll deduction.

Section 27.4. Insurance Plan. It is agreed and understood that during the term of this Agreement the Employer may secure alternate insurance carriers, and/or modify coverage which measure may be used to maintain and/or reduce costs. The purpose of either changing carriers or coverage shall be to either improve coverage provided, or reduce the premiums without substantially reducing the benefit levels. Reasonable adjustments or deductibles to compensate for inflation of rates shall not be construed as a reduction in benefit levels. Additionally, it is agreed and understood that during the term of this Agreement specific carriers or providers may unilaterally institute payments or conditions that will be required for subscription to their plan.

Section 27.5. Employee Responsibilities. Employees shall be responsible to immediately report to the Employer any change in status (e.g., marital, child, etc.) which would affect their status under the insurance plan.

Employees who do not have sufficient compensation in a given pay period to cover their premium contribution shall be discontinued from coverage unless the employee(s) make(s) direct payment to the Employer of their appropriate share of the health insurance premium. Any re-enrollment or reinstatement of an employee to the insurance plan shall be subject to the re-enrollment provisions of the insurance contract.

Section 27.6. Insurance Committee. The parties agree that the Union shall have one (1) representative on the insurance committee.

Section 27.7. The parties agree to implement as soon as is practicable following ratification, the AFSCME Care Plan Vision Care I at a cost of \$6.75 per month per employee, and the AFSCME Care Plan Dental II at a cost of \$34.00 per month per employee. The costs of the Vision Care I and Dental II plans shall be fixed for the life of the Agreement, and shall be paid 100% by the Employer.

ARTICLE 28 **WAGES**

Section 28.1. Effective Dates.

- A. Beginning with the first full pay period after January 1, 2015, each current employee covered by this Agreement will receive a two percent (2%) wage increase, as reflected in Appendix A.
- B. Beginning with the first full pay period after January 1, 2016, each current employee covered by this Agreement will receive a two percent (2%) wage increase, as reflected in Appendix B.
- C. Beginning with the first full pay period after January 1, 2017, each current employee covered by this Agreement will receive a two percent (2%) wage increase, as reflected in Appendix C.

Section 28.2. Longevity. Beginning the first full pay period following an employee's anniversary date, the following longevity rates shall apply:

After 5 years of service, but less than 10 years	1% on the base hourly rate
After 10 years of service, but less than 15 years	2% on the base hourly rate
After 15 years of service, but less than 20 years	3% on the base hourly rate
After 20 years of service, but less than 25 years	4% on the base hourly rate
After 25 years of service	5% on the base hourly rate

Section 28.3. Placement for new hires may be at the four, ten, or sixteen (4, 10, or 16) month levels of pay depending on qualifications and/or experience.

ARTICLE 29
TRAINING AND TESTING

Section 29.1. Employees required by the Employer and authorized in writing to participate in job-related training or testing shall suffer no loss of wages or benefits.

ARTICLE 30
UNIFORMS

Section 30.1. Following implementation of this Agreement, and soon thereafter as can reasonably be arranged, the Employer agrees to furnish four (4) sets of uniforms (scrubs or as determined by the Employer). Each department shall stay with the color pants they have as of October 15, 2014 for the duration of this Agreement. Effective January 1, 2015, employees may choose from any available color or pattern of tops available through the Employer's vendor. All employees shall wear identification as required by the Employer at all times during work hours. Failure to wear required identification shall result in disciplinary action.

Uniforms shall remain property of the Employer, and shall be returned by the employee to the Employer upon termination of employment. Uniforms that are stained or ruined shall be turned in for replacement.

Fridays shall be dress-down days. Employees dressed inappropriately shall be sent home to change. Certain personnel as designated by the Employer may wear office attire in lieu of uniforms.

Section 30.2. At the first anniversary of this Agreement, or within a reasonable time thereafter, the Employer agrees to furnish four (4) sets of uniforms (scrubs, or as determined by the Employer).

Section 30.3. At the second anniversary of this Agreement, or within a reasonable time thereafter, the Employer agrees to furnish four (4) sets of uniform (scrubs, or as determined by the Employer).

Section 30.4. Uniforms will be color-specific for each department, but each department's color will be the same for all three (3) years of this Agreement.

ARTICLE 31
DRUG TESTING

Section 31.1. Reasonable Suspicion. Drug/alcohol testing may be conducted on employees upon reasonable suspicion of the Employer or designee outside the bargaining unit. Reasonable suspicion that an employee used, or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 31.2. Prohibition Against Use of Test Results in Criminal Prosecution. Drug/alcohol testing shall be conducted solely for administrative purposes, and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the initial reagent testing results alone.

Section 31.3. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS), or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing, and this outline shall be followed in all situations arising under this Article. Employees shall be on administrative leave for all scheduled work hours of the employee lost during any testing procedure.

Section 31.4. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 31.5. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive, shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with

the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 31.6. Confirmatory Testing.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the results of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. In the event that any two (2) test results are positive, the employee is entitled to have the sample in the containers tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 31.7. Selection of Testing Laboratories. A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 31.8. Rehabilitation/Detoxification Programs. If the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Employees may request to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, and vacation for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to her former position. Such employee may be subject to periodic retesting upon her return to her position for a period of one (1) year from the date of her return to work. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 31.9. Discipline. If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after his/her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his/her position and termination of her employment.

Section 31.10. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer, except that any test initiated at the request of the employee shall be at the employee's expense.

Section 31.11. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 32 **WAIVER IN CASE OF EMERGENCY**

Section 32.1. In cases of emergency and/or fiscal emergency declared by the President of the United States, the Governor of the State of Ohio, the State Auditor, the Washington County Auditor, the Washington County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 32.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 33 **NO STRIKE/NO LOCKOUT**

Section 33.1. Essential Service. During the term of this Agreement, neither the Union, nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer, nor its agents, for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of this Article.

Section 33.2. Union Responsibility. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be

caused or initiated by others, and to encourage employees violating Section 33.1 to return to work.

Section 33.3. Penalties Imposed for Violations. The Employer reserves the right to discharge or discipline to any degree any employee who violates Section 33.1 or any employee who fails to carry out his responsibility under Section 33.2. Any discipline imposed under this Section shall be for just cause and pursuant to Article 9 of this Agreement.

Section 33.4. Judicial Review. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 34 **SAVINGS CLAUSE**

Section 34.1. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision is held to be unlawful, both parties to the Agreement shall meet within thirty (30) days for the purpose of reopening negotiations on the unlawful provision involved.

Section 34.2. This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services and all civil service statutes, rules, and regulations pertaining to any subjects specifically addressed in this Agreement.

ARTICLE 35 **SCOPE OF BARGAINING**

Section 35.1. The parties to this Agreement acknowledge that this Agreement is the total and complete agreement between the parties and concludes negotiations.

ARTICLE 36 **TERMINATION OF OPERATIONS**

Section 36.1. The Employer retains the authority to make all decisions about sale, lease, transfer, or cessation of operations at the Washington County Home.

If such a decision is made, the Union will be informed as early as possible but at least ninety (90) days prior to the termination of operations.

ARTICLE 37
MISCELLANEOUS

Section 37.1. The Employer agrees to make and provide copies, within thirty (30) days of the execution of this Agreement, to each bargaining unit member. The Employer agrees to provide an additional thirty (30) copies, or as many as are needed to distribute a copy of each newly hired employee at the time of hire. The Union shall pay half of the cost of the copying material.

ARTICLE 38
APPLICATION OF CIVIL SERVICE

Section 38.1. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10(A), all provisions of this Agreement are intended to supercede and/or prevail over conflicting subjects found in O.R.C. Section 124.01 through 124.56, O.R.C. Section 325.19, 9.44 and 4111.03.

ARTICLE 39
DURATION

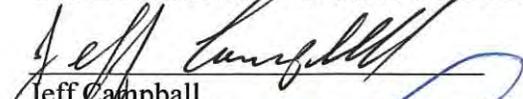
Section 39.1. This Agreement shall be effective as of November 15, 2014, and shall remain in full force and effect through midnight, November 14, 2017.

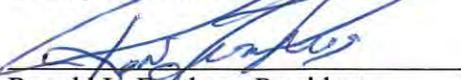
Section 39.2. Extended Notification Period. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the 18th day of December, 2014.

FOR THE WASHINGTON COUNTY COMMISSIONERS / COUNTY HOME


Jeff Campbell,
County Home Administrator


Ronald L. Feathers, President
Commissioner


David White
Commissioner


~~Timothy C. Irvine~~ *Rich G. Walters*
Commissioner

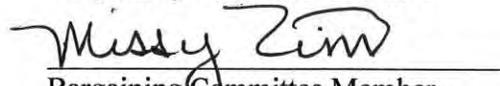

James E. Schneider
Prosecuting Attorney, as to form


Brad E. Bennett
Labor Consultant
Fishel Hass Kim Albrecht LLP

FOR AFSCME, OHIO COUNCIL 8


Gary Arnold
Staff Representative


Debbie Gessel, Local 3809 President
Bargaining Committee Member


Missy Zim
Bargaining Committee Member

Bargaining Committee Member

APPENDIX A
WAGES – STEP INCREASE

EFFECTIVE 1ST FULL PAY JANUARY 2015, 2016, 2017

TITLE	RATE/YEAR			
	2015	2016	2017	
Nursing Assistant Laundry Workers Cook I Custodial Workers	\$8.33	\$8.50	\$8.67	
	\$8.70	\$8.87	\$9.05	6 months
	\$9.92	\$10.12	\$10.33	10 months
	\$10.25	\$10.46	\$10.67	16 months
	\$11.05	\$11.27	\$11.49	22 months
	\$11.81	\$12.05	\$12.29	28 months
Cook II	\$8.66	\$8.83	\$9.01	
	\$9.38	\$9.57	\$9.76	6 months
	\$10.18	\$10.38	\$10.59	10 months
	\$10.77	\$10.99	\$11.21	16 months
	\$11.50	\$11.73	\$11.96	22 months
	\$12.51	\$12.76	\$13.01	28 months
Cosmetologist Maintenance Repair Worker I	\$9.30	\$9.49	\$9.68	
	\$10.18	\$10.38	\$10.59	6 months
	\$10.77	\$10.99	\$11.21	10 months
	\$11.50	\$11.73	\$11.96	16 months
	\$12.27	\$12.52	\$12.77	22 months
	\$13.02	\$13.28	\$13.54	28 months
Maintenance Repair Worker II Social Service Assistant	\$12.85	\$13.11	\$13.37	
	\$13.65	\$13.92	\$14.20	6 months
	\$14.45	\$14.74	\$15.04	10 months
	\$15.27	\$15.57	\$15.89	16 months
	\$16.02	\$16.34	\$16.67	22 months
	\$16.81	\$17.15	\$17.49	28 months
Nursing Case Management Assistant	\$12.27	\$12.52	\$12.77	
	\$12.98	\$13.24	\$13.51	6 months
	\$13.69	\$13.96	\$14.24	10 months
	\$14.40	\$14.69	\$14.98	16 months
	\$15.08	\$15.38	\$15.68	22 months
	\$15.80	\$16.12	\$16.44	28 months
LPN Medical Records Specialist	\$15.36	\$15.67	\$15.98	
	\$16.14	\$16.46	\$16.79	6 months
	\$16.92	\$17.26	\$17.61	10 months
	\$17.70	\$18.05	\$18.41	16 months
	\$18.48	\$18.85	\$19.23	22 months
	\$19.25	\$19.63	\$20.02	28 months

NOTE: The first step will normally be the new hire probationary rate (the Employer may choose to place a new hire in the six (6) month, ten (10) month, or sixteen (16) month steps depending on the candidate's qualifications and/or experience).

APPENDIX B
ATTENDANCE

STATEMENT OF INTENT

The Employer, the Union, and employees understand that sick leave is intended as a form of income insurance in the case of illness of the employee, or illness or death of a family member, as provided in Article 20 – Sick Leave, for those listed purposes only, and not as a form of additional time off. The abuse of sick leave damages not only the County Home and the residents we serve, but also those co-workers who must carry the burden of employees who fail to attend work on a regular basis.

A. Employees will receive discipline as set forth in Article 20 – Sick Leave and as in this Appendix.

1. What is an absence?

An absence is defined as being absent from work on a scheduled workday for more than four (4) hours up to a full shift – one (1) point for each day; provided that if the employee brings in a physician’s statement for a continuous period of paid or unpaid sick leave over more than one (1) day, the employee will only be charged for one (1) point for that continuous period. This does not include absences covered in the last page of this Appendix.

Doctor visits must be scheduled during unscheduled work hours when possible. When the doctor visit can only be scheduled during work hours, advance notice before the visit and proof of the visit must be provided to the Employer.

2. What are limitations on late arrivals and early quits?

A late arrival is defined as reporting to work later than the scheduled starting time without request and approval at least seventy-two (72) hours prior to the calendar day in question. An early quit is defined as leaving prior to the scheduled quitting time without request and approval at least seventy-two (72) hours prior to the calendar day in question. There can be no more than a combined total of five (5) early quits or late arrivals in a twelve (12) month period. Any excess will be treated as separate incidents and charged one (1) point for each incident.

3. What is the reporting-off procedure?

Late arrival / Early departure	One-half (.5) point, unless in excess of five (5)
Unscheduled Absence	One (1) point
Unreported (no call / no show)	One and one-half (1.5) points

If an employee notifies the Employer that he/she will be late for work and then fails to report to work, this will be considered an unreported absence and one and one-half (1.5) points will be charged.

Two (2) unreported absences during a twelve (12) month period will result in dismissal.

4. Point Reimbursement

Points will be based on a rolling calendar year meaning that each point obtained will cease to have force and effect for the employee's attendance record one (1) year from the date it was accrued.

EXAMPLE:

If an employee obtains one (1) point on March 1, 2012 and later obtains one (1) point on June 3, 2012, the March 1, 2012 point will remain until March 1, 2013 and the June 3, 2012 point will remain until June 3, 2013.

(The exception to the rolling calendar year is that any points obtained prior to _____ have been removed.)

5. What discipline will be administered?

Days missed and discipline assignment:

- Six (6) points used – Verbal Warning
- Eight (8) points used – Written Warning
- Ten (10) points used – Final Warning
- Twelve (12) points used – Discharge

Prior to terminating an employee under these guidelines, Management and Union will review the employee's attendance record for accuracy.

B. The following reasons will be considered valid excuses and not violations of the Attendance Appendix and will not be held against the employee's attendance.

1. Any absence covered by the Family and Medical Leave Act (FMLA).
2. Injured on the job, requiring medical attention, and reported to the Employer at the time of the injury.
3. Time missed for valid Workers' Compensation or WC hearings – requires valid documentation to be submitted to Management.
4. Layoff.

5. Military Leave.
6. Pre-approved paid sick leave that has been scheduled and approved by the Employer at least seventy-two (72) hours prior to the calendar day in question.
7. Scheduled vacations.
8. Disciplinary suspensions.
9. Jury duty.
10. Subpoena to Court – required valid documentation to be submitted to Management.
11. Employees who are witnesses to or involved in an accident en route to work – requires valid documentation that must be provided to support the claim.
12. Flooding or natural disaster preventing the employee from reporting.
13. Bereavement Leave per the provision of the Labor Agreement.

The parties agree to meet and discuss implementation of this Appendix at six (6) and twelve (12) months following ratification of this Agreement.