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AGREEMENT BETWEEN

THE

TEAMSTERS LOCAL UNION NO.

637

AND

COUNTRYVIEW ASSISTED

LIVING CENTER

EFFECTIVE:

JANUARY 1, 2015 – DECEMBER 31, 2017

Agreement

Between

CountryView Assisted Living Center

and

Teamsters Local Union 637



January 1, 2015 – December 31, 2017

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ARTICLE 1 - AGREEMENT

THIS AGREEMENT, made and entered into this, by and between Countryview Assisted Living Center (hereinafter referred to as the "Employer") and Teamsters Local Union No. 637, Zanesville, Ohio affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION

- A. The Countryview Assisted Living Center recognizes Teamsters Local Union No. 637 (affiliated with the International Brotherhood of Teamsters) as the sole and exclusive bargaining representative for all full-time, regular part-time, and intermittent Custodial, Maintenance, Cooks, Nurses Aides, and LPN's as set forth in SERB Certification 08-REP-05-0001.
- B. Excluded from the bargaining unit are all other employees and classifications, including the following positions and categories (where appropriate, as defined by O.R.C. Chapter 4117): All clerical, administrative, professional, and supervisory employees and Guards.
- C. When new positions that have a community of interest with the current bargaining unit are created by the Employer, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the union may petition the State Employment Relations Board (SERB) for a determination.
- D. Should such positions be determined to be in the bargaining unit, the Employer and the Union shall meet to determine the salary.

ARTICLE 3 - DEFINITIONS

Agreement -- The negotiated Agreement between the Employer and the Union.

Day -- A calendar day, unless otherwise indicated.

Employee -- A person in the bargaining unit.

Employer -- The Countryview Assisted Living Center and all the Guernsey County Board of Commissioners.

Union -- Teamsters Local Union No. 637 (affiliated with the International Brotherhood of Teamsters)

Work Day -- A scheduled day on the Center's twelve (12) month calendar of operations, Monday through Friday, except holidays and calamity days. The Center operates on a twenty-four hour per day, seven (7) day a week basis.

ARTICLE 4 - UNION SECURITY

- A. **Deductions.** The Employer agrees to deduct Union membership dues, including initiation fees and assessments as applicable, in accordance with this Article for all employees eligible for the bargaining unit.
- B. **Authorization.** The Employer agrees to deduct regular Union membership dues, fees, and assessments, if applicable, once each month from the pay of any employees in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.
- C. **Fair Share Fee.** Any employee who is not a member of Local 637 shall pay Local 637, through payroll deduction, a contract service fee or fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of Local 637, nor shall the fee exceed the dues paid by the members of Local 637 in the same bargaining unit. Local 637 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the proceeding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of Local 637 less each non-member's proportionate share of the amount of Local 637's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of Local 637's use of such fee, deductions shall continue, but Local 637 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide annually to the Employer, a copy of the fair share rebate procedure.
- D. **Indemnification of Employer.** 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 and fair share fees. The Union hereby agrees that it will hold the Employer harmless from any claims, action or proceedings by an 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.
- E. **Cessation of Deduction.** The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) unpaid leave of absence.

- F. Notification of Changes. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.
- G. Written Authorization. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.
- H. Payment to Local 637. All dues and fees collected shall be paid over by the Employer, once each month to Local 637.
- I. Insufficient Wages. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
- J. Rebate Procedures. The Union represents to the Employer that:
 - 1. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the O.R.C.;
 - 2. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
 - 3. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

ARTICLE 5 - STEWARDS

Steward's Duties

The Employer recognizes the Union's right to designate one (1) steward and one (1) alternate from the bargaining unit for each shift. The authority of steward(s) and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, except as may be otherwise agreed by the parties in this Agreement:

- 1. The investigation and presentation of grievances with designated Employer representatives in accordance with the provisions of the collective bargaining agreement. Stewards will be permitted to have access to an employee's personnel file to the same extent and in the same manner as any other requestor of public records. To the extent that a steward wishes to see an item in an employee's personal file that is not a matter of public record, the steward must obtain and present a written release from the employee for each item and on each occasion.

2. The transmission of information that shall originate with, and are authorized by, the Union or its officers.

Release Time for Stewards

Stewards who are involved in representing employees in a disciplinary meeting or grievance meeting shall be paid at their regular rate of pay.

Stewards who attend labor/management meetings that the parties mutually agree to hold during working the employee's working hours shall be compensated at their regular hourly rate for all time spent in the meeting, not to exceed their daily compensation.

The Union shall furnish the Employer a complete list of Stewards which shall be amended from time to time as may be necessary. Stewards shall be entitled to an unpaid leave, not to exceed four (4) days each calendar year for Steward training and education. The Union must notify the Employer at least two (2) weeks in advance thereof. Upon request the Steward must, upon returning from the leave, present the Administrator with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

ARTICLE 6 - UNION REPRESENTATION

Access to Work Areas, Bulletin Boards and Employer-Owned Facilities

A duly authorized representative of the Union will be permitted to visit the premises subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or to assist in adjusting grievances.

Release Time for Attendance at Arbitration Hearings

Employees shall be released with no loss of time and no loss of pay when it is necessary to attend an arbitration hearing during scheduled work hours.

Union Rights to Information

The Employer will supply the Union with a seniority roster of all bargaining unit employees on the effective date of this Agreement. Such a roster will be provided when the seniority roster changes but no less than annually. The roster shall include each employee's initial hire date.

Orientation Sessions

The Union including the Steward shall be permitted to conduct orientation sessions for bargaining unit employees in the employees' work area during times that the employees are not involved in the normal course of work, not to exceed five (5) hours annually, as long as there is no interference with normal operations.

ARTICLE 7 - MANAGEMENT RIGHTS

General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the organization. The rights of the Employer shall include, but shall not be limited to its rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the organization, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff, and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;

- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the County goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or vested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 8 – BULLETIN BOARD

The Employer will furnish a bulletin board for the use of the Union for posting of meetings, Union recreational and social affairs, and Union elections and appointments. The parties will meet to discuss and agree upon the location of a bulletin board so that all employees have access.

ARTICLE 9 – NO STRIKE/NO LOCKOUT

General Responsibilities of Parties In as much as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Guernsey County.

No Strike The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. The Employer shall have the right to discipline employees for violation of the prohibitions contained herein, up to and including termination.

The Employer agrees that it shall not, during the term of this Agreement, lock out employees.

ARTICLE 10 - SENIORITY

Seniority Defined

Seniority shall be defined as the length of continuous employment by an employee with the Employer as computed from the employee's most recent date of hire as a regular employee.

Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification, as computed from the employee's most recent date of entry into such job classification as a regular (not substitute) employee.

Seniority Lists

There shall be posted on the Union Bulletin Board seniority lists for each classification in the bargaining unit.

Seniority for Employees Hired at the Same Time

Employees having the same date of hire shall be placed on the seniority lists using the following criteria in order:

1. Date of application.
2. Coin toss.

Layoff

Whenever layoff becomes necessary in a job classification, such layoff shall be effective in the following order:

1. Probationary employees shall be laid off first, without regard to their individual period of employment.

2. Non-probationary, regular employees shall be laid off next in the order of their classification seniority, the least senior laid off first.

An employee laid off from a job classification may bump a less senior employee in another classification, if he/she has the current ability to perform the work.

When a layoff of employees is anticipated, the Employer shall notify the Union at least thirty (30) days prior to the intended layoff, except in emergency circumstances. At the request of the Union, the Employer and the Union shall meet to discuss possible alternatives and the impact on bargaining unit employees.

If employees are to be laid off, the Employer will notify the employees in the affected classifications. Those employees in the affected classification who express in writing a willingness to volunteer to be laid off will be laid off first by seniority. In the absence of a sufficient number of volunteers in the affected classification, the Employer will layoff employees in the reverse order of seniority in the affected classification.

Laid off employees will remain on the recall list for one year.

Whenever a vacancy occurs in a job classification, the employee with the most seniority within that same classification who are on layoff shall be the first recalled.

It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number. It shall be the employee's responsibility to notify the Employer at once, in writing, of any change of address and telephone number.

In the event an employee is offered another job by the Employer outside the bargaining unit, and the employee accepts such job and leaves the bargaining unit, such employee shall retain his/her seniority for a period of time not to exceed ninety (90) work days.

An employee shall accrue seniority during layoff. An employee shall accrue seniority while on an approved leave of absence, but shall not accrue benefits.

An employee shall lose seniority and seniority shall be broken for any of the following reasons:

1. If an employee voluntarily resigns.
2. If the employee is discharged for just cause.
3. Failure to report for work after a layoff within ten (10) work days after receipt of written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer.

4. Failing to report by the beginning of the second (2nd) day of their schedule without notifying the Employer. The Employer shall take into consideration emergency situations.
5. Failure to report to work at the expiration of a leave of absence pursuant to this Agreement.
6. Accepting employment elsewhere while on a leave of absence.
7. Continuous layoff for a period of one year.

An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if he/she is again employed by the Employer.

ARTICLE 11 - PROBATIONARY PERIOD

All new employees shall serve a probationary period for one hundred eighty (180) calendar days of their employment. Only days an employee actually spends on the job count toward the one hundred eighty (180) day period, i.e., leaves of absence, calamity days, etc., do not count.

During the probation period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement.

During the probationary period, the employee shall have no seniority rights, and his/her qualification to do the work required or his/her discharge or layoff for any reason shall not be subject to the grievance or arbitration procedure set forth in this Agreement. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.

During the probationary period, the Employer will advise the probationary employee of any problems with his/her job performance. During the probationary period an employee will receive an evaluation at the 90 day point and at the end of the probationary period.

ARTICLE 12 - BARGAINING UNIT WORK

No work presently performed by bargaining unit employees will be subcontracted, privatized or diverted in any manner to another employer to the extent such action is or becomes within the authority of the Employer to control. Any modification in bargaining work as presently performed will be discussed as to affect prior to such action.

No supervisor will perform bargaining unit work which is defined as work presently performed by bargaining unit employees or work of a similar nature involving the same or similar skill, knowledge and ability, except as is necessary on a temporary basis as a consequence of unforeseen scheduling problems.

ARTICLE 13 - WORK RULES

Establishment of Work Rules

The Employer may adopt, revise and enforce reasonable rules and regulations that do not conflict with this Agreement. New or amended rules will be provided to the Union representative prior to being implemented. In addition, new or amended rules will be placed in each employee's mailbox prior to implementation. The Union may request a meeting with the Employer to discuss new or amended rules prior to their being posted or implemented. The Union reserves the right to challenge the reasonableness of the rule or regulation or its enforcement through the grievance procedure.

ARTICLE 14 - EMPLOYEE DISCIPLINE AND DISCHARGE

- A. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.
- B. Disciplinary Procedure
 - 1. Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and explain his/her behavior. The Employer shall attempt to schedule the conference at a time that is mutually agreeable to all parties. The employee has the right to be accompanied at the conference by a Union Business Agent/Representative. If the Employer determines that the employee's continued presence at the work site prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the employee with pay for up to three (3) days pending the conference to determine final disciplinary action.
 - 2. If an employee is to be questioned at a pre-disciplinary conference about a written or recorded statement he/she has made, then the employee and his/her designated representative(s) shall be given a copy of the statement prior to the conference. In addition, if an employee is to be questioned at a pre-disciplinary conference concerning an incident about which the employee authored an incident report, then the employee shall be permitted to review the original incident report, in advance of the pre-disciplinary conference.
 - 3. Discipline may include one or more of the following: Verbal reprimand, reduced to writing, written reprimand, suspension with or without pay, and discharge. In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

4. The affected employee and the Union Business Representative/Agent shall be notified of the Employer's decision regarding discipline within five (5) working days after the conference.
5. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:
 - a) intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
 - b) fighting or provoking a fight; and/or
 - c) endangering the health or safety of management personnel, other employees, program participants, or the public.
6. The Employer shall give the Union Business Agent/Representative and the affected employee written notice of any suspension, or discharge. An employee has the right to grieve a suspension or discharge within the time period provided in this Agreement. The employee has the right to submit a letter of protest in response to an oral or written reprimand to be attached to the reprimand. Such protests shall not be subject to the grievance procedure. However when the verbal or written reprimand forms the basis for discipline which is subject to the grievance procedure, the employee may challenge the verbal or written reprimand as part of the arbitration hearing.
7. This policy is not intended to preclude non-disciplinary measures, such as corrective counseling, as deemed appropriate in the discretion of the employee's supervisor(s).
8. Records relating to corrective counseling, verbal and/or written reprimands shall be removed from the employee's file and will cease to have force and effect for purposes of progressive discipline after twelve (12) months, if no intervening disciplinary action has occurred.
9. Records relating to suspensions will cease to have force and effect for purposes of progressive discipline after twenty-four (24) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident.
10. This Article supersedes and takes the place of ORC §124.34 and shall exclusively govern the discipline and discharge of employees.

11. A copy of all disciplinary action shall be forwarded to the employee, and the Union the same day it is issued. Upon the request of the employee, a copy of the disciplinary action shall be provided to the Union Business Agent or steward the same day as the request, except as required in paragraph B(6) above. A copy of all written reprimands, or verbal written reprimands, will be provided to the Union Business Agent upon written request of the Business Agent.

ARTICLE 15 - GRIEVANCE PROCEDURE

A grievance is any dispute over the interpretation of, application of, or compliance with the terms of this Agreement.

A grievance can be brought to the grievance procedure by any employee or group of employees within the bargaining unit. If the grievance is a class action grievance, the grievance will identify the members of the class. The Union can bring a grievance about administrative issues between the Employer and the Union. A Union-initiated grievance will begin at Step 3 below. A Union steward or alternate may file a grievance on behalf of an individual or group of employees.

In an effort to resolve matters before they become grievances, an employee with a complaint or concern is strongly encouraged to and should make every effort to discuss it informally with his/her immediate supervisor. Grievances shall be processed in the following manner:

- Step 1: The aggrieved employee(s) shall discuss the matter with his or her immediate supervisor (or Superintendent where the Superintendent is the next level of supervision) with or without a steward present no later than ten (10) days after the employee knows or should have known of the events which gave rise to the grievance.
- Step 2: If the matter is not settled in Step 1 it shall be reduced to writing on forms supplied by the Union and submitted by the grievant to the supervisor or Superintendent with a copy to the Union steward no later than ten (10) days after the Step 1 discussion. The written grievance shall include identification of the Article(s) and Section(s) of the Agreement believed breached, a description of the grievance, the time, place and date the grievance occurred.
- Step 3: If the grievance is not settled between the Union steward and the supervisor or Superintendent within ten (10) days of submitting the grievance to the supervisor, the grievance will be forwarded either to the Superintendent on to Step 4 if the matter has been heard by the Superintendent and to the Union. The Union Business Agent will arrange a meeting with the Superintendent or designee at a mutually agreeable time and place within ten (10) days of forwarding it to the Superintendent unless the parties mutually agree to an extension. The steward and the grievant and immediate supervisor have the right to be present at this meeting. If the grievance remains unresolved after the Step 3 meeting either party can move to arbitration by written notice to the other within thirty (30) days of the

Step 3 meeting, or, by mutual agreement, the parties may proceed to a grievance mediation session with a mutually-agreed upon mediator within thirty (30) days of the Step 3 meeting. If no settlement is reached as a result of the mediation conference, either party may move to arbitrate by written notice to the other within thirty (30) days after the mediation conference.

Step 4: If the member-grievant is not satisfied with the answer in Step 3, within twenty-one (21) calendar days of receipt of the answer, the Union may appeal to arbitration by serving a notice of appeal on the Employer or his designee. Unless the parties mutually agree to the selection of an arbitrator within seven (7) calendar days of receipt of intent to file grievance arbitration procedure, the Employer or the Union shall by letter, solicit seven (7) nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service. Upon receipt of the list, either party may reject the entire list and a new list will be requested. Within fourteen (14) calendar days of receipt of a list not rejected or the second list, each party shall alternately strike names until one remains. The name remaining will be the arbitrator. If for any reason the arbitrator selected is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union, and the availability of the Arbitrator.

The parties may be represented by their representatives or legal counsel. Any witnesses who are necessary may attend the arbitrator's hearing. Such representatives as are permitted in this Article may also attend this hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement, nor add to or subtract from or modify the language therein arriving at his determination.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. 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.

The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. The fees of an arbitrator shall be borne equally by the parties.

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

Failure to submit the grievance at any step in a timely manner pursuant to this article will result in the grievance being considered resolved based upon the answer provided at the last step.

ARTICLE 16 - FILLING OF POSITIONS

A vacancy occurs when the County intends to fill an existing bargaining unit position or when the County intends to create a new position within the bargaining unit.

Notice of all vacancies within the bargaining unit will be posted for a period of not more than seven (7) consecutive work days, including the date of posting, but excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting within the time stated above. Such employee's bid shall be considered on the basis of the employee's ability to perform the work in question. Among those employees who meet the necessary qualifications, the most senior employee will be awarded the position. New employees may be hired for a posted vacancy if there are no qualified bidders.

The successful applicant on the job opening must accept such job at the start of the next schedule. The Employer must determine successful bidder within five (5) days after the last day of posting. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the employee is not performing satisfactorily, the employee will be returned to his/her former shift and classification with no loss of seniority previously earned in said classification.

While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to take necessary action to fill the job temporarily.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Work Schedules. Work schedules for full-time bargaining unit employees will be arranged by the Employer so that the regularly scheduled work week shall consist of at least thirty-two (32) hours, but those employees with a forty (40) hour schedule will not have their hours reduced. The Employer shall designate the start of the workweek and workday, but shall not change the starting time or ending time to avoid the payment of overtime.

Lunch Period. Each member of the bargaining unit may take one-half (1/2) hour for a paid lunch period each shift subject to interruption as a consequence of patient needs. Each member may also take two (2) paid fifteen (15) minute breaks each shift. Scheduling all such breaks is subject to the workload and members must respond to emergency calls or patient needs that may arise when on any break.

Overtime. All members shall be paid 1.5 times their hourly rate for all hours in paid status in excess of forty (40) hours in a seven (7) day work period. Only compensatory time, vacation, holiday time and regular hours actually worked count toward the break-over point after which overtime is paid. If an employee chooses to work for someone while taking compensatory time,

vacation leave and/or holiday time, the employee shall not have the compensatory time, vacation time, or holiday time count toward the break-over point for overtime pay.

Call-Out. "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, or before the beginning of the employee's regularly scheduled work day.

When a member is engaged in call-out, he shall be paid a minimum of four (4) hours pay at his regular rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater.

Employees within the same classification shall be permitted to exchange days off with one another, subject to a prior request and approval by the Employer, and provided no overtime or other premium pay results. The Employer may require the request to exchange days off to be in writing. Each employee shall be responsible for shift agreed to by the exchange.

If an employee is injured on the job, such employee will receive pay for the full shift on which he/she was injured in the event he/she is unable to complete his/her shift.

The Employer will establish a volunteer list of employees who wish to be called for extra work. All extra work or unfilled shifts on a daily basis, will be offered to employees on that list in seniority order. When the employee from the volunteer list is called for extra work or to fill a shift, that employee's name moves to the bottom of the volunteer list. If the employer is not able to fill extra work or fill unfilled shifts from this list of volunteers, the employer may require employees to work beginning with the least senior employee. Once the employee is forced to work, the employee's name is moved to the bottom of this mandatory list.

It is understood that the facility operates twenty-four (24) hours a day, seven (7) days per week. However, no employee will be scheduled to work more than two (2) weekends in a row, however, if staffing permits, employees, by seniority, shall not be required to work 2 consecutive weekends. Employees will only be scheduled to work every-other recognized holiday. In the event an employee is off work on vacation, jury duty, funeral leave or an approved leave of absence, he/she will not be required to reschedule or make up any weekend or holiday in which he/she would have normally nor have been scheduled to work.

ARTICLE 18 - PAY PERIODS

Employees are paid on a bi-weekly basis. Payroll is calculated in minimum units of .25 hours (15 minutes). Any partial unit is rounded up to the next whole unit of 15 minutes. Employees will be provided with as much advance notice as possible when the date and/or location where they are to pick up their check must be changed due to scheduled holidays, calendar breaks, calamity days, or for any other reason. The employee's pay check will show the accrued amount of sick leave and vacation leave per pay period.

ARTICLE 19 - SAFETY AND HEALTH

If the Employer learns that a patient has a contagious or infectious disease, the employee will be informed as soon as possible. The identity of the particular patient suffering from a contagious or infectious disease shall be kept confidential as required by law.

All employees shall be provided and shall receive flu, ~~pneumonia~~, tuberculosis and hepatitis vaccines at no cost. Employees shall be provided relevant testing in cases of verified on the job exposure to contagious or infectious disease.

All employees shall be provided all necessary safety equipment to properly perform their job duties. The Employer and employee recognize the importance of a safe work place. In this regard, the employees shall notify the Employer of any condition they believe may present a danger or hazard to the patients of the facility, the general public or other employees. All personnel will endeavor to keep the facility safe and free of hazards.

It is the employee's responsibility to follow all established safety related rules and regulations to report any safety concerns immediately to management and to promptly report any workplace illness or injury in accordance with the Employer's established policies, rules and regulations.

ARTICLE 20 - TRAINING AND WORKSHOPS

If the Employer requires employee attendance at workshops, training or conferences, then the employee will be paid his/her regular hourly rate for all time spent attending such activities. In addition, all bargaining unit employees will be paid their regular hourly rate for all time spent attending as required by the Employer, the in-house CPR and first aid classes. If such activities are held outside of the workplace, the employee will also be reimbursed for travel time in accordance with the Fair Labor Standards Act at his/her regular hourly rate and for mileage at IRS rate for mileage reimbursement.

The Employer will give employees at least 72 hours' notice of any in services, workshops, training or conferences that the employees will be required to attend.

ARTICLE 21 - CATEGORIES OF EMPLOYEES

A full-time employee is defined as an employee who is regularly scheduled to work thirty-two (32) hours or more per week. A regular part-time employee is defined as an employee who is regularly scheduled to work twenty (20) or more hours per week, but less than thirty-two (32). An intermediate employee is defined as an employee who is not regularly scheduled to work each week and is scheduled to work on an as needed basis.

ARTICLE 22 - PENSION PAYMENT

Consistent with the provisions of Internal Revenue Service Rulings, the Employer shall submit each employee's statutorily required contribution to the Employee's Retirement System of Ohio (PERS), provided that no employee's total salary is increased by such pick up nor is the Employer's total contribution to PERS increased thereby.

The parties hereto intend that this pension payment qualify under Section 414 (h)(2) of the Internal Revenue Code so that the amounts contributed thereunder shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

ARTICLE 23 - HOLIDAYS

Employees will be paid their daily rate of pay for the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Memorial Day
Christmas Day	Independence Day
Christmas Eve	Labor Day
Columbus Day	New Year's Eve

In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on an approved paid leave.

In the event a holiday falls on a weekend day, employees will receive a paid day off on either the preceding Friday or following Monday.

An employee who actually works, as required, on one (1) of the above holidays is entitled to receive compensation at one-and-one half (1½) times his/her regular hourly rate for hours worked on the holiday, in addition to their holiday pay (the employee's daily rate of pay as outlined above).

When a paid holiday occurs during an employee's vacation, the employee shall receive holiday pay and will not be charged a vacation day for such holiday.

Part-time employees that have successfully completed their probationary periods shall be eligible for holiday pay as outlined above.

ARTICLE 24 - SICK LEAVE

Sick leave may be requested for the following reasons:

1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious disease which could be communicated to others.

2. Illness or injury of the employee's immediate family includes spouse, child, mother, father, sister, brother, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, and a legal guardian or other person who stands in the place of a parent to the employee.
3. In the case of a member of the immediate family not living in the same household, an employee may request sick leave only if the illness or injury is serious or the employee is needed to care for a family member.
4. Medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family when such appointments cannot be scheduled outside normal working hours.

Bereavement leave, for the purpose of attending the funeral of an immediate family member, shall be granted without loss of pay up to a maximum of five (5), consecutive days per death. Four purposes of this section "immediate family member" shall mean spouse, child or parent, including step-children and step-parents.

Bereavement leave without loss of pay, up to a maximum of three (3) consecutive days per death, shall be granted for the purpose of attending the funeral of an employee's "extended" family shall be granted. For purposes of this section "extended family" includes grandchildren, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law and mother-in-law.

It is the responsibility of each employee to report any anticipated absence for the use of sick, injury, or bereavement leave and the reason for the absence as soon as possible to the Employer. Employees must report any anticipated absence two (2) hours prior to the beginning of his or her scheduled shift if possible. Employees should make every effort to schedule medical appointments during off-duty hours. Absent emergency circumstances, employees should provide at least three (3) days advance notice of a medical, dental or optical examination or treatment.

The Employer maintains the right to investigate any employee's absence or pattern of absences. The Employer may require a physician's written certification of the nature of any illness or injury of the employee who is on sick leave for three (3) or more days. The Employer may also require a fitness-for-duty examination by a physician appointed by the Employer at the Employer's expense.

An employee shall earn 4.6 hours of paid sick leave upon completion of each 80 hours of service, or .0575 hours of paid sick, injury, or bereavement leave for each hour in paid status, with a maximum accumulation of 120 hours per year. The amount of sick leave any one employee may accrue is unlimited.

Sick leave shall be charged in minimum amounts of one (1) hour.

Part-time employees shall be entitled to sick leave/pay and bereavement leave/pay as set forth herein.

ARTICLE 25 - SICK LEAVE CONVERSION UPON RETIREMENT

Any member of the bargaining unit who has ten (10) or more years of service with the Board, the State of Ohio or any of its political subdivisions who actually retires and is eligible for retirement benefits under PERS rules upon the date of separation from his/her employment, may use his/her unused, accumulated sick leave for severance pay as follows:

1. The employee may elect to be paid the value of one-fourth (1/4) of his/her unused, accumulated sick leave, not to exceed two hundred and forty (240) hours.
2. Severance pay shall be made based on the unit member's rate of pay at the time of actual retirement.
3. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.

ARTICLE 26 - PERSONAL LEAVE

- A. Each employee shall be entitled to one (1) day of paid personal leave each year.
- B. Personal leave shall be requested on the approved form and requires prior written approval. Personal leave must be requested at least three (3) work days in advance, unless it is an emergency situation.
- C. In an emergency situation, the employee must submit the leave request form no later than the next working day to be paid for the personal leave.
- D. The number of employees in each classification who can be on personal leave on any one day shall be determined by the Employer based on operational needs.
- E. Paid personal leave may only be used during the calendar year in which it is granted.
- F. Personal leave must be taken in minimum units of one-half (1/2) day.

ARTICLE 27 - MILITARY LEAVE

All qualifying employees are entitled to leave for military commitment consistent with State and Federal law. Military leave shall be administered pursuant to the provisions of the Ohio Revised Code § 5923.05.

ARTICLE 28 - VACATION LEAVE

Each 32 hour or more per week bargaining unit employee shall be allowed vacation leave with pay in accordance with his length of service on the anniversary date of his employment according to the following schedule:

- A. Ten (10) workdays per year after the completion of one (1) full year of employment.
- B. Fifteen (15) workdays per year after the completion of five (5) full years of employment.
- C. Twenty (20) workdays per year after the completion of ten (10) years of employment.
- D. Twenty-five (25) workdays per year after the completion of fifteen (15) years of employment.
- E. Thirty (30) workdays per year after completion of twenty (20) years of employment.

Vacation time may accumulate from one year to another up to a maximum of 3 years accumulation.

The Vacation Schedule will be posted the first week of January each year and available for scheduling based upon blocks of five (5) work days. Vacation selection for such "blocks" will be determined by seniority in each classification. An employee may submit their selections through another employee. Thereafter, vacation will be on a first come first serve basis.

Employees who have prior service with the County or any other political subdivision of the State of Ohio or who were employed by the Board previously and are re-employed, shall be credited with prior vacation service credit. It is the employee's responsibility to provide the Fiscal Officer with proof of such prior vacation service credit. Employees hired prior to the effective date of this Agreement shall retain existing vacation service credit.

No employee will be entitled to use vacation leave during his/her first year of employment.

Employees are encouraged to utilize vacation leave in the year it is earned.

Vacation requests must be submitted to the Employer in writing on the designated form one (1) week before the four (4) week schedule is posted. In the request the employee must also indicate which days the employee is including as his/her regular scheduled days off. The 4-week work schedule shall be posted eight (8) calendar days before it is effective. The employee's regular scheduled days off may not be changed for that vacation time period once the vacation request is submitted and approved. In an emergency situation, when an employee has used all other applicable paid leave, an employee may submit a request to take vacation leave for a maximum of one day after the four (4) week schedule has been posted. Vacation may only be taken if approved by the Employer, requests will not be unreasonably denied. Once vacation is approved, a copy of the approval will be placed in the employee's mailbox.

Days designated by the Board as paid days off (holidays, calamity date, etc.) shall not be charged to vacation leave.

Vacation leave must be used in minimum increments of one (1) day.

Employees who resign or retire are entitled to compensation, at their current rate of pay, for earned but unused vacation leave at the time of separation from employment.

ARTICLE 29 - WAGES

The hourly rate for employees in the bargaining unit is shown in Appendix A. Effective January 1, 2015 bargaining unit employees shall receive a \$0.25/hr wage increase.

Effective January 1, 2016 this Agreement will be reopened for the purpose of negotiating wages.

Effective January 1, 2016 this Agreement will be reopened for the purpose of negotiating wages.

Effective January 1, 2015 new hires shall be paid the rate set forth on the pay scale attached to this Agreement as Appendix A.

ARTICLE 30 - ACCIDENT, INJURY, WORKERS' COMPENSATION

State law provides that every employee is eligible for Workers' Compensation for injuries out of or in the course of his/her employment. Guidelines for administering Workers' Compensation are set forth as follows:

- A. Should an employee be injured during the course of employment, the employee shall notify the supervisor and complete an accident form regardless of the apparent seriousness of the injury and regardless of whether medical attention is required. Such report shall be forwarded to the Employer no later than twenty-four (24) hours after the accident.
- B. Should an employee's injury require medical attention, the Employer shall provide the injured employee with a "Doctor's Report of Injury" form, which shall be completed by the attending physician. This completed report should be forwarded to the Employer at the earliest possible date.
- C. Worker's Compensation claims forms shall be completed by the employee and submitted to the Employer for the purpose of initiating compensation claims for injured employees. If necessary, the injured employee shall meet with the Superintendent or designee at a mutually agreeable time to assist in completing the form. Upon receipt of a claim number from the Bureau of Worker's Compensation, the employees should notify the attending physician that all professional medical charges be directed to the Bureau for payment with the assigned number.

- D. Employees are responsible for providing the Employer with a physician's note indicating their expected date of return (if known).
- E. An injured employee may elect to use accrued sick leave, personal leave and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for leave in addition to payment from Workers' Compensation for the same time period.

ARTICLE 31 - UNPAID LEAVES OF ABSENCE

The Employer may grant an employee an unpaid leave of absence for a period not to exceed one (1) year based on the employee's illness or disability. If, at least thirty (30) days prior to the expiration on a one-year leave based on illness or disability, the employee presents written verification from a physician that the employee will be able to return to work on a specific date after the expiration of the one (1) year period, then the Superintendent may grant the employee an extension of the unpaid leave of absence. The Superintendent may grant an employee an unpaid leave of absence for a period not to exceed six (6) months for the purpose of caring for the employee's child or spouse residing in the same household or for other personal reasons. At the employee's option he/she may substitute any accrued pay entitled to during the leave of absence.

Requests for leave shall be made on the required form and submitted without supporting data at least thirty (30) days prior to the commencement of leave, except in emergency circumstances. In the case of illness or disability, the request for leave shall include a physician's statement revealing the necessity for such leave and the expected date of return.

An employee on leave of absence of more than sixty (60) days shall give notice of intent to return to his/her former position at least thirty (30) days prior to the expiration of the leave. If an employee fails to return to duty at the end of a leave and has not been approved for additional leave, the position held by the employee may be declared vacant and posted and filled.

Upon completion of a leave of absence, the employee shall be returned to the position the employee formerly occupied, if available. Any replacement hired into the employee's former position while the employee is on leave may be subject to established layoff procedures.

The Employer's determination as to unpaid leave is not subject to the grievance procedure and is final.

ARTICLE 32 - JURY DUTY

If an employee is called for court jury duty or is subpoenaed as a witness, he or she will be paid his/her regular salary or wage in full.

All monies received as compensation for jury duty shall be turned over to the Employer prior to the end of his/her scheduled working hours.

Employees shall not be entitled to paid civil leave when appearing in court for criminal or civil cases or when the case is being heard in connection with the employee's personal matters. Such absences shall be considered leave without pay, vacation leave, or a personal day, at the employee's option, and scheduled in advance with the employee's immediate supervisor.

ARTICLE 33 - PHYSICAL EXAMINATIONS

Physical, mental or other examinations required by law or the Employer shall be promptly complied with by all employees. The Employer shall pay the cost of any legally required examination. Examinations required by the Employer are not to exceed one (1) per year, except where the Employer has objective evidence to require additional examinations.

If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for the cost of such examination. If the employee wishes to have a second opinion the employee will select a physician and will pay the cost of the second examination. If the first and second opinions conflict in any respect, then either party may request a third opinion and the first and second physicians shall mutually agree to a third physician to provide the examination. The results of the third examination shall be binding upon both parties. If the third examination is requested by the Employer and results in the employee's favor, the employee shall be reimbursed for his/her portion of the costs of the third examination.

If the Employer requires a physical, mental or other examination, the Employee will be placed on administrative leave with pay until the conclusion of the examination. Any employee who does not attend the examination as scheduled by the Employer may be subject to discipline unless the employee is unable to attend due to an emergency. The Employer and the employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

ARTICLE 34 - UNIFORMS

Bargaining unit members shall receive a uniform allowance of three hundred dollars (\$300.00) per year towards the cost of uniform purchases.

All uniforms purchased by the Employer shall be the property of the Employer and shall be surrendered to the Employer upon such employee's termination of employment with the Employer.

All uniform allowances are to be paid in one (1) installment effective the first full pay period following the disbursement of the real estate settlement to the County. Newly hired employees shall receive a pro-rated amount depending on the half of the year during which they were hired.

The Employer, in accordance with IRS regulations, will issue a W-2 form at the end of each year to every employee who receives a uniform allowance. This W-2 form will be issued for the difference between the uniform allowance amount received by the employee and the total amount of receipts submitted to the County Auditor's office for maintenance and replacement of

uniforms during the calendar year. Receipts must contain the employee's name and date. If an employee submits receipts totaling the full amount of the allowance or more, no W-2 will be issued to that employee.

ARTICLE 35 - HEALTH INSURANCE

34.1 – The medical, prescription, dental and vision coverage offered to bargaining unit employees shall be the same as the benefits offered to non-bargaining unit employees of the County. The County may modify health insurance coverage or carrier offered to bargaining unit employees. If the County is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the County shall meet with the Union to discuss all aspects of health insurance coverage, including the affect of any potential changes on bargaining unit members.

34.2 – Bargaining unit employees shall pay the same premium contribution as non-bargaining employees. The County shall provide the Union with advance notice of any change in premium contribution.

Bargaining unit employees shall be responsible for paying the same percentage of insurance premium costs, as well as, the same monthly costs for single coverage and family coverage as non-bargaining employees.

ARTICLE 36 - LABOR MANAGEMENT COMMITTEE

35.01. A Labor-Management Committee shall be created and shall consist of not more than two (2) Union members, along with a Business Representative that shall meet with the Director upon the request of either the Business Representative or the employer. Should meetings be scheduled during the employees' workday, the employees shall be paid while attending such meetings. The purpose of any scheduled meeting shall be set forth in writing by the requesting party including, where the issue for discussion is this Agreement or policies and procedures, the relevant sections to be discussed. Individuals other than Committee members may attend meetings of the Committee upon invitation of the Committee. Invitation from the Committee requires the agreement of both the bargaining unit members and those of the employer.

ARTICLE 37 - CONTRACT ADMINISTRATION

Savings Clause. This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which is not conflict with any provision of this Agreement.

Waiver of Negotiations. During the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all terms appropriate to collective bargaining and the Union expressly waives the right to submit any additional item for negotiations during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this

Agreement are the sole source of any rights which the Union or any employee may charge the Employer with violating in raising a grievance.

Amendments to Agreement. This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

Severability. In the event any of the provisions of this Agreement shall be declared illegal and repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

Agreement Supersedes ORC. The parties intend, to the fullest extent by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced, except that the parties intend to permit reductions in force for lack of funds, lack of work or abolishment of positions, as those terms are used and have been construed under R.C. 124.321.

Agreement Supersedes Civil Service. The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced, except that the parties intend to permit reductions in force for lack of funds, lack of work or abolishment of positions, those terms are used and have been construed under R.C. 124.321. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it replaced articles of this Agreement. The parties hereby agree that, for purposes of this Agreement, none of the provisions of the Ohio Revised Code, or Ohio Administrative Code pertaining to the reporting of payroll, personnel action, or any other type of documentation regarding bargaining unit employees to the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

Agreement Supercedes Board Policies. The parties intend for this agreement to supersede and take place of all Board policies the subject of which is in conflict with any provision of this Agreement.

ARTICLE 38 - ATTENDANCE AND TARDINESS DISCIPLINE POLICY

38.1 Due to the nature of this being a 24 hour, 7 day a week nursing care facility, there may be instances when mandatory overtime may occur. If call offs occur and management finds it necessary, staff may be mandated to come in or stay over to cover the shift (Article 17-Hours of Work and Overtime, Call-Out) in order of least senior to most senior. Hours will be compensated according to our overtime policy. This will allow adequate and proper care of our residents. Volunteers would be accepted prior to an employee being mandated. Employees volunteering to stay over three (3) complete shifts will have one (1) absence incident (if applicable) removed from their personnel file.

38.2 Disciplinary action will be given to each employee found to be abusive of the Attendance and Tardiness Discipline policy. For purposes of this policy, an incident shall be any call-off

(period of consecutive days missed). For example, if an employee misses one (1) day, that is an incident, but if an employee misses three (3) consecutive days, that is an incident. Records of employee incidents will be removed from the employee personnel file six (6) months after the initial incident.

- A. Three (3) incidents of absences within a six (6) month period.
- B. Any employee who leaves their scheduled shift before working four (4) hours or is late more than four (4) hours will be considered having been absent for that day and it will count as one (1) incident. Any employee who clocks in 3 minutes late will be considered tardy and 8 minutes late will be docked 15 minutes. A tardy or leave early will count as 0.5 (1/2) incident.
- C. Any employee showing a pattern of absences, i.e. with days off. Pattern is a look back of three (3) occurrences in twelve (12) months.
- D. Structure of Counseling as shown:
 - 1. Instruction and Cautioning.
 - 2. Written Reprimand.
 - 3. Three (3) day UNPAID suspension.
 - 4. Termination.
- E. Employee subject to counseling with the Superintendent will be provided a written copy of their attendance record, plan of action, recommended improvement and placed on a monthly review. If one or fewer incidents within a 90 day period, reviews will be discontinued.
- F. Bereavement Leave and work related injuries are not subject to the incidents count.
- G. Intermittent employees: number of incidents before discipline will be based on average number of hours worked.

Nothing in this policy should be construed as limiting the Employer's right to discipline employees or from beginning discipline at an advanced step depending on the circumstances

38.3 Full-time and part-time bargaining unit employees who go a continuous six-month period without a call-off shall receive a fifty dollar (\$50) attendance incentive.

ARTICLE 39 - DURATION

This Agreement shall be effective upon signing and shall remain in effect through December 31, 2017 and shall continue thereafter for successive periods of twelve (12) months unless either

party to the Agreement notifies the other party in writing of its intention to modify or terminate this Agreement on or before sixty (60) days prior to its expiration.

EXECUTION

In witness whereof, the parties have executed this Agreement as of the 7th day of April, ~~2015~~ 2015 in Guernsey County, Ohio.

**FOR TEAMSTERS LOCAL UNION
NO. 637:**

Gregory Ritterbeck
Gregory Ritterbeck, Secretary-Treasurer

Susan Jansen, Local 637 Legal Counsel

**FOR COUNTRYVIEW ASSISTED
LIVING CENTER:**

Adrienne Paden
Adrienne Paden

JS

Approved as to Form:

David C. Padden
Prosecuting Attorney



TEAMSTERS LOCAL UNION NO. 637

100 Timber Run Road, Zanesville, Ohio 43701

SCOTT WILSON, President GREG RITTERBECK, Secretary-Treasurer
Mike Dickerson, Vice-President Deb Swingle, Recording Secretary
Trustees: Jeremy Hupp, Bert Simonson, Howard Stoneking
S. Yvonne Sidwell, Office Manager

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AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS • TEAMSTERS JOINT COUNCIL NO. 41 • OHIO CONFERENCE OF TEAMSTERS

Letter of Understanding

By and Between

Countryview Assisted Living Center

and

Teamsters Local Union 637

It is mutually understood and agreed that the Appendix A to the Agreement shall be amended to include the following negotiated and ratified wage increases:

Effective January 1, 2016 – Increase hourly rates thirty cents (\$0.30)

Effective January 1, 2017 – Increase hourly rates twenty-five cents (\$0.25)

Further, it is agreed and understood that the Years of Service shall be amended as follows:

0 – 6 months – Appendix A contractual hourly rate

6 months – 4 – Appendix A contractual hourly rate

Signed and set forth this 3 day of ^{December}~~November~~, 2015.

For the Employer:

For the Union:

Countryview Assisted Living Center

Teamsters Local Union 637

By: Adrienne Paden
Adrienne Paden

By: Gregory E Ritterbeck
Gregory E Ritterbeck

Title: RN, Supt

Title: Secretary-Treasurer

APPENDIX A

Position	Years of Service	2015 Rate	\$0.30 raise	\$0.25 raise
			2016 Rate	2017 Rate
LPN Nurse	0-6 months	\$13.15	\$13.15	\$13.15
LPN Nurse	6 months – 4	\$14.15	\$14.45	\$14.70
LPN Nurse	5 – 9	\$14.55	\$14.85	\$15.10
LPN Nurse	10+	\$14.96	\$15.26	\$15.51
Nurse Aide	0-6 months	\$8.10	\$8.10	\$8.10
Nurse Aide	6 months – 4	\$8.78	\$9.08	\$9.33
Nurse Aide	5-9	\$9.54	\$9.84	\$10.09
Nurse Aide	10+	\$9.90	\$10.20	\$10.45
Cook I	0-6 months	\$8.10	\$8.10	\$8.10
Cook I	6 months – 4	\$8.68	\$8.98	\$9.23
Cook I	5 – 9	\$8.92	\$9.22	\$9.47
Cook I	10+	\$9.17	\$9.47	\$9.72
Cook II	0-6 months	\$9.15	\$9.15	\$9.15
Cook II	6 months – 4	\$10.25	\$10.55	\$10.80
Cook II	5 – 9	\$10.54	\$10.84	\$11.09
Cook II	10+	\$10.83	\$11.13	\$11.38
Maintenance	0-6 months	\$9.65	\$9.65	\$9.65
Maintenance	6 months – 4	\$10.55	\$10.85	\$11.10
Maintenance	5 – 9	\$11.31	\$11.61	\$11.86
Maintenance	10+	\$11.63	\$11.93	\$12.18
Housekeeping	0-6 months	\$8.10	\$8.10	\$8.10
Housekeeping	6 months – 4	\$9.15	\$9.45	\$9.70
Housekeeping	5 – 9	\$9.67	\$9.97	\$10.22
Housekeeping	10+	\$9.94	\$10.24	\$10.49



Countryview Assisted Living

Phone: (740) 489-5351

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January 5, 2016

Ohio State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, Ohio 43215

Employer ID: **3142**

STATE EMPLOYMENT
RELATIONS BOARD
2016 JAN -6 P 12:37

Dear Ohio State Employment Relations Board,

Enclosed, you will find the 2016 Public Employer Annual Information Report and a copy of the current contract between Countryview Assisted Living and Teamsters Local 637.

Sincerely,

Adrienne Paden RN, BSN

Supt. Countryview Assisted Living