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**AGREEMENT BETWEEN**

**TEAMSTERS LOCAL 20**

**AND**

**THE OTTAWA COUNTY COMMISSIONERS**

**RIVERVIEW NURSING HOME**

**June 24, 2012 through June 23, 2015**

## TABLE OF CONTENTS

	Preamble .....	2
Article 1	Recognition.....	2
Article 2	Nondiscrimination .....	2
Article 3	No Strike - No Lockout.....	3
Article 4	Management Rights.....	4
Article 5	Discharge and Discipline.....	5
Article 6	Grievance Procedure.....	6
Article 7	Check-Off Dues, Fees, Assessment & Agency Shop.....	9
Article 8	Bulletin Boards.....	11
Article 9	Probationary Period .....	12
Article 10	Seniority.....	12
Article 11	Layoff and Recall .....	14
Article 12	Vacancies and Bidding.....	15
Article 13	Assignment of Other Employees to Bargaining Unit Work.....	16
Article 14	Working out of Classification .....	16
Article 15	Performance of Work by Supervisors .....	16
Article 16	Temporary Employees .....	17
Article 17	Safety and Health .....	17
Article 18	Training.....	17
Article 19	Educational Reimbursement .....	18
Article 20	Overtime .....	18
Article 21	Vacation.....	19
Article 22	Holidays .....	20
Article 23	Union Business and Stewards .....	22
Article 24	Uniforms and Equipment.....	23
Article 25	Personal Leaves .....	24
Article 26	Bereavement Leave.....	24
Article 27	Military Leave.....	24
Article 28	Jury Leave .....	25
Article 29	Sick Leave .....	25
Article 30	Family Leave .....	28
Article 31	Calamity Days.....	28
Article 32	Travel and Reimbursement.....	29
Article 33	Ohio Public Employees Retirement System .....	29
Article 34	Insurance Coverage.....	29
Article 35	Labor/Management Meetings.....	30
Article 36	Waiver in Case of Emergency.....	31
Article 37	On Call Rotation.....	31
Article 38	Savings Clause.....	32
Article 39	Wages .....	33
Article 40	Two Hour Minimum Call-Out for Service Emergencies.....	34
Article 41	Hours of Work and Work Week.....	34
Article 42	Time Clocks .....	35
Article 43	Personal Days.....	35
Article 44	Substance Abuse Testing .....	36
Article 45	Duration .....	37
Article 46	Perfect Attendance Bonus.....	39
Appendix A	Grievance Form .....	40
Appendix B	Release & Authority for Drug Testing .....	41

## PREAMBLE

**Section 1.** This Agreement, entered into by the Ottawa County Riverview Nursing Home, hereinafter referred to as the "Home" and the Teamsters Local Union No. 20, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE I

### RECOGNITION

**Section 1.** The Home recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 89-REP-10-0227, including: all regular full-time and regular part-time non-supervisory, non-confidential, and non-management employees in the Ottawa County Riverview Nursing Home Maintenance Department, more particularly identified as the following: Maintenance Repair Worker I, Maintenance Repair Worker II, Maintenance Repair Worker III, and Groundskeeper I, but excluding all professional, supervisory, confidential employees, guards and all other employees who have a different community of interest from the Maintenance Department; and further excluding all other employees under the authority of the Home or the Ottawa County Commissioners.

**Section 2.** The Home agrees that it will neither negotiate with, nor make bargaining agreements for, any of the employees in the bargaining unit described above, unless it be through a duly authorized representative of the Union.

**Section 3.** Wherever used in this Agreement, the term "employees" shall be deemed to include those individuals employed by the Home in those positions and classifications included in the above described bargaining unit.

**Section 4.** Wherever used in this Agreement, the term "Home" shall be deemed to include the Ottawa County Commissioners, the Ottawa County Riverview Nursing Home Administration, or any designee of any of the foregoing, unless otherwise indicated.

## ARTICLE 2

### NON DISCRIMINATION

**Section 1.** Neither the Home nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, ancestry, religious affiliation, national origin, political affiliation, handicap or veteran status. Nothing within this agreement will be

national origin, political affiliation, handicap or veteran status. Nothing within this agreement will be construed to prevent the County from complying with applicable federal, state or local laws or regulations governing handicap or disability. The Union shall share equally with the Home the responsibility for applying the provisions of this Article.

**Section 2.** The Employer may undertake reasonable accommodation to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with the Business Representative or other designated union representatives. If the Union doesn't agree with the decision of the Employer, the Union may begin at Step 4 of the Grievance Procedure.

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

**Section 4.** The Home agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Home or its representatives against any legal employee activity or employees acting legally in their official capacity on behalf of the Union.

**Section 5.** The Union and its members agree not to interfere with the right of the employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union, its representatives or its members against any non-union member exercising the right to decline membership in the Union or to decline participation in Union activities.

**Section 6.** Alleged violations of this Article that qualify for processing under the rules of the Equal Employment Opportunity Commission, Ohio Civil Rights Commission or State Employment Relations Board shall be appealable through the Grievance Procedure contained elsewhere herein, but such grievances shall proceed immediately to that step of the Grievance Procedure immediately preceding arbitration. However, the parties further agree that grievances which allege a violation that is appealable to such an outside agency shall not be arbitrable, but may be submitted to mediation. If an employee or the Union appeals such an alleged violation to any outside agency the employee or the Union shall be deemed to have withdrawn and abandoned such grievance.

### ARTICLE 3

#### **NO STRIKE – NO LOCKOUT**

**Section 1.** The Home agrees not to lockout employees, and the Union agrees not to strike during the term of this Agreement or any extensions thereof.

## ARTICLE 4

### MANAGEMENT RIGHTS

**Section 1.** The Union recognizes the right and authority of the Home to administer the business of the Ottawa County Riverview Nursing Home Maintenance Department, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Home has and will retain the full right and responsibility to direct the operation of that Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are not modified by the express terms of this Agreement.

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the Department's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked.
- F. To relieve employees from duty due to lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the Department;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the Department's overall budget and uses thereof;

- K. To maintain and improve the efficiency and effectiveness of the Home's operations;
- L. To determine and implement necessary actions in emergency situations; and
- M. To determine the necessity to require mandatory overtime for service emergencies.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Home not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the Home, and that nothing herein shall be construed to restrict the Home's inherent and exclusive rights with respect to matters of general managerial policy.

## ARTICLE 5

### DISCHARGE AND DISCIPLINE

**Section 1.** The Home may conduct an investigation of any alleged violation committed by an employee of the Home's rules and regulations, as well as the statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

**Section 2.** No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined, except for just cause.

**Section 3.** Recognizing the obligation of, and the trust placed in, the Home in the discharging of its duty to its residents and to the taxpayers of Ottawa County, an employee's off-duty conduct, which impairs the employee's ability to effectively and efficiently perform his assigned job duties, or which interferes with or diminishes the overall performance, effectiveness, efficiency or image of the Department and/or the Home may result in discipline or discharge.

**Section 4.** Forms of disciplinary action may include:

- A. Verbal warning (time and date recorded);
- B. Written warning;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Reduction in pay rate;
- F. Discharge from employment.

**Section 5.** Incompetency; inefficiency, dishonesty; substance abuse; including abuse or misuse of a resident's prescription drugs; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty or abuse of residents; neglect or abuse of tools, machinery, equipment or apparatus; absence without leave; excessive tardiness and/or absenteeism; any other failure of good behavior; nor any other acts of

misfeasance, malfeasance, or nonfeasance in office shall be among the causes for disciplinary action.

**Section 6.** Whenever the Home determines that an employee's conduct may warrant a suspension, reduction, discharge or any other action resulting in a loss of pay, a predisciplinary conference will be scheduled, except as specified in Section 7 of this Article, to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notice shall also advise the employee of his rights to be represented at the conference by his steward and/or Union representative. Said conference must take place within five (5) workdays from when notice is given, and the time, date, and place will be by mutual agreement.

**Section 7.** An employee may be relieved from duty prior to a hearing if charged with theft; being under the influence of, or use of, alcohol or a controlled substance(s) during working hours; the selling or offering for sale of controlled substances, including abuse or misuse of a resident's prescription drugs; physical violence; abuse of a resident; offenses involving immoral conduct or gross insubordination on the job; or behavior which presents an immediate danger to residents or other employees; or for other just and reasonable cause. Where an employee is suspended under this provision, a hearing shall be held with the employee and the Union prior to the end of the next scheduled work day (excluding weekends and holidays) unless otherwise scheduled or agreed to by the parties.

**Section 8.** Disciplinary action taken by the Home against an employee, resulting in suspension, reduction, discharge, or any other action resulting in a loss of pay, shall only be appealable in accordance with the Grievance Procedure contained herein, and such Grievance Procedure shall be the sole and exclusive remedy available to the employee and shall supersede any appeal to the State Personnel Board of Review.

**Section 9.** Verbal and written warnings are deemed inactive from the personnel file after twelve (12) months have elapsed from the last offense. Suspensions and reductions in pay rate are deemed inactive from the personnel file after twenty-four (24) months have elapsed from the last offense.

## ARTICLE 6

### GRIEVANCE PROCEDURE

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee, Union or the Home that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of the Agreement nor those matters not covered by this Agreement.

**Section 2.** It is the mutual desire of the Home and the Union to provide for the prompt adjustment of grievances; with a minimum amount of interruption of the work schedule.

Every responsible effort will be made by the Home and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

### **SUPERVISOR/DEPARTMENT HEAD**

STEP 1. An employee having a grievance and/or his Union Steward shall arrange a meeting with the employee's immediate supervisor/department head for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

### **HOME ADMINISTRATORS**

STEP 2. The employee and/or Steward shall reduce the grievance to writing, sign it, and with his Steward, if he so desires, present the grievance to the Administrator of the Home within five (5) days of the occurrence giving rise to the grievance. The Administrator of the Home shall attempt to resolve the grievance and shall respond in writing to the grievant not later than seven (7) working days following the meeting.

### **COUNTY ADMINISTRATOR**

STEP 3. If the grievance remains unresolved and involves a matter over which the Ottawa County Commissioners have authority to act, it shall be presented by the employee, with his Steward if he so desires, to the Ottawa County Administrator within five (5) days after the response of the Administrator of the Home. Either party may request a hearing prior to the formal response by the County Administrator. The County Administrator shall respond in writing within seven (7) days, if no hearing is held. If a hearing is requested, the County Administrator shall respond in writing within seven (7) days after the hearing has concluded.

### **ARBITRATION**

STEP 4. If the decision of the Administrator of the Home, or where reviewable by the County Administrator, the decision of the County Administrator, is not satisfactory, then the Union shall notify the Home in writing within ten (10) working days after the response that the grievance is to be submitted to arbitration. The Union must write and request an arbitrator panel from FMCS within thirty (30) days after the response from the administrator of the Home or were reviewable by the County Administrator. Failure to timely notify the Home of intent to arbitrate and/or to request an arbitrator panel will result in the grievance response at the Administrator's/County Administrator's, as applicable, (Step 2 and 3) level becoming final. The Union will bear the initial cost of the arbitrator panel. If an arbitrator is actually selected and hears the case, the Home will reimburse the Union for one-half of the cost of the panel. An arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Within ten (10) working days after receipt of such panel, the parties shall meet to select the

arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, at the parties own expense, but neither party may reject the entire list more than once in regard to a particular grievance. An arbitrator must be selected within thirty (30) days of receipt of the arbitrator panel and a hearing scheduled as soon as possible or the Home Administrator's/County Administrator's (Step 2 or 3 as applicable) answer will become final. Any delays in scheduling/conducting the hearing attributable to the union will result in the tolling of any liability to the Home if any monetary award is granted by the arbitrator.

**Section 3.** All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall not have authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive settlement to a period of ten (10) working days prior to the date the grievance was presented to the Home in Step 1 of the Grievance Procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding on the County, the Union and the employees. All costs involved in obtaining the list of arbitrators shall be shared equally by the parties. The expense of any witness shall be borne, if any, by the party calling the witness. Each party will pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's records, or request a copy of any transcript.

**Section 4.** Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of the Grievance Procedure or to appeal it within the time limits set forth in Steps 3 and 4 of the Grievance Procedure shall result in dismissal of the grievance.

**Section 5.** Failure by the Home to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

**Section 6.** The Home shall provide the Union with a list of the Home's designated representatives for each step of the Grievance Procedure.

**Section 7.** All grievances advancing to Step 2 shall be filed using the form attached hereto as Appendix A and must contain all information as required by said form.

**Section 8.** A grievance may be brought by the Union, the Home, or any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 9.** For the purposes of this Article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the Home. In counting working days at each step of the Grievance Procedure, the parties agree to count the working days of the aggrieved employee when he is the moving party and the working days of the Home excluding weekends and holidays when it is the responding party.

**Section 10.** All matters arising under this Agreement that would otherwise be appealable under ORC Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

## ARTICLE 7

### **CHECK-OFF OF UNION DUES, FEES AND ASSESSMENTS; AGENCY SHOP**

#### **Section 1. Check-off of Union Dues, Fees and Assessments**

The Home will deduct dues, fees and assessments owed to the Union, from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The signed payroll deduction authorization form must be presented to the Home by the Union. Upon receipt of the proper legal authorization, the Home will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Home. In accordance with this Article, the Home will deduct any unpaid Union dues, initiation fees, and assessments owed to the Union, as well as current Union dues, initiation fees and assessments from the paychecks of employees who have submitted proper legal authorization, except newly hired probationary employees working during their probationary period. Such deductions shall be made each month for which current dues and any initiation fees or assessments are due the Union. The Home further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, or assessments so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the

Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The parties agree that the Home assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues, fees or assessments. The Union shall indemnify and save the Home harmless against any liability, claims, actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the Home for the purpose of complying with the provisions of this Article. In the event the Home is held responsible for the repayment of monies paid to Local 20 pursuant to this Article, Local 20, to the extent those monies were actually received, shall reimburse same to the Home and/or the designated employees involved.

### **Section 3. Agency Shop**

All employees in the bargaining unit who, ninety (90) days from the date this Agreement is signed or upon completion of probationary period, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share amount shall be certified to the Home by the Secretary-Treasurer of the Union. The deduction of the fair share fee by the Home from the payroll check of an employee is automatic and does not require written authorization of the employee. Payment to the Union of the fair share fee shall be made in conjunction with the regular dues deduction as provided in this Article. This fair share fee agreement between the Home and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the bargaining unit. The provisions of Section 4117-09(C), paragraph three, of the Ohio Revised Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to establish a rebate procedure for fair share fees deducted from non-members of the Union in accordance with ORC 4117-09 and any relevant court or administrative decision. The Union shall indemnify and save the Home harmless against any liability, claims, actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the Home for the purpose of complying with the provisions of this Article.

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

**Section 5.** The Home shall not be obligated to deduct dues, initiation fees, assessments or fair share fees from the wages of any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues, initiation fees, assessments or fair share fees.

**Section 6.** The rate at which dues and fair share fees are to be deducted shall be certified to the County Auditor by the Secretary-Treasurer of the Union. Thereafter, the Secretary-Treasurer of the Union must give one (1) month advance notice to the Auditor prior to making any changes in an employee's dues or fair share fee deduction.

**Section 7.** Except as otherwise provided herein, each eligible employee's written and voluntary signed authorization for dues deductions shall be honored by the Home

for the duration of this Agreement, subject to any rights an employee may have under law to revoke the authorization. Any dispute as to whether an employee properly executed or properly revoked a check-off authorization shall be handled through the Grievance Procedure. Until the matter is resolved by the Home and the Union or by arbitration, no further deductions will be made.

## ARTICLE 8

### BULLETIN BOARDS

**Section 1.** The parties agree that the Riverview Nursing Home Administrator shall designate the location of a Union bulletin board to be maintained at the Riverview Nursing Home and that such bulletin board shall be provided by the Home.

**Section 2.** All Union materials of any kind posted on the Union bulletin board shall bear the signature of a local Union officer. Union notices and materials relating to the following matters may be posted without the necessity of obtaining the Administrator's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Report of nonpolitical standing committees and independent nonpolitical arms of the Union;
- G. Nonpolitical publications, rulings or policies of the Union.

**Section 3.** All other notices and materials of any kind not specified in paragraph A. through G. of Section 2 above must be given prior approval by the Administrator before the posting thereof.

**Section 4.** No materials may be posted at any time on a Union bulletin board which contains any of the following:

- A. Personal attacks upon any other member of the Union or upon any other employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the Home;
- C. Attacks on and/or favorable comments regarding any candidate for public office or any political issue.

**Section 5.** No Union related materials of any kind may be posted anywhere in or upon the Home's facilities and premises or upon the Home's equipment, apparatus or property of any kind except on a bulletin board designed for the Union's use.

**Section 6.** The Administrator, without interference from the Union, shall cause the immediate removal of any materials posted on a Union bulletin board or elsewhere in violation of this Article.

**Section 7.** One (1) copy of permitted materials posted shall be submitted to the Administrator; however, in the absence or unavailability of the Administrator, such copy may be delivered to the Administrator's designee or representative who shall date and initial such copy upon receipt thereof.

## ARTICLE 9

### PROBATIONARY PERIOD

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for a new employee shall begin on the first day for which the employee received compensation from the Home and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be discharged or laid off at any time during his probationary period and the Home's decision to discharge or layoff a probationary employee shall not be subject to the Grievance Procedure contained herein or be otherwise appealable.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. If, during that sixty (60) calendar day period, the employee decides that he does not want to keep the position or if during that sixty (60) calendar day period the County decides that the employees' performance is unsatisfactory, the employee shall be returned to his former position, provided however, such position has not been subject to reduction in force according to provisions of Article 11 of this Agreement.

**Section 3.** A newly hired probationary employee will be eligible for insurance coverage under Article 35 of the Agreement after completing sixty (60) calendar days of employment. Newly hired probationary employees shall receive no other fringe benefits during their probationary period, nor shall they be eligible for promotion.

**Section 4.** Newly hired employees continued in the service of the Home after the successful completion of their probationary period shall thereafter be entitled to all fringe benefits, and their continuous service shall be computed beginning with the first day for which they received compensation from the Home.

## ARTICLE 10

### SENIORITY

**Section 1.** Seniority is defined as an employee's interrupted length of continuous service with the Home since the most recent date of the employee's employment by the Home, except as otherwise herein provided.

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**Section 2.** If an employee's continuous service is broken, the employee shall lose all previous accumulated seniority unless he is reinstated.

**Section 3.** Seniority and employment shall be terminated and continuous service broken upon the happening of any of the following events:

- A. An employee quits or resigns;
- B. An employee retires;
- C. An employee is discharged for just cause;
- D. An employee fails to return to work within three (3) work days after receipt of a notice of recall;
- E. An employee is absent for three (3) consecutive work days without giving the Home notice of such absence and fails to give the Home satisfactory reasons for his absence or his failure to give the Home notice of his absence;
- F. As provided in Article 26, an employee fails to follow the proper procedure for obtaining a leave of absence or fails to return to active service immediately following the expiration of an approved leave; or obtains a leave of absence by falsification of the facts thereof;
- G. An employee is self-employed or accepts employment with another employer during the period of an approved leave of absence as provided in Article 26;
- H. An employee is laid off for a period of twelve (12) consecutive months from the date of layoff;
- I. An employee has been on an unpaid leave of absence due to an injury or illness for a period of six (6) consecutive months or six (6) months in any twelve (12) month period;
- J. An employee has falsified pertinent information on his application for employment.
- K. An employee is rendered permanently incapable of performing his assigned job duties due to illness, injury, disability or handicap. Such permanent incapacitation shall be determined in accordance with the requirements for disability under the provisions of the Ohio Public Employees Retirement System.

**Section 4.** The Home shall post a seniority list, once every twelve (12) months, on the Union Bulletin Board, reflecting the length of each employee's continuous service.

**Section 5.** An employee's seniority shall be re-calculated and his most recent date of employment by the Home shall be adjusted accordingly whenever the employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days even though such leave of absence does not constitute a break in continuous service, therefore whenever an employee is on authorized, but unpaid leave of absence for thirty (30) or more consecutive calendar days, the employee's most recent date of employment by the Home shall be advanced to that date which corresponds to that period of time the employee is on such leave.

**Section 6.** In the event that two (2) or more employees commence service with the Home on the same day, the following criteria shall be utilized to determine the most senior employee:

- A. The senior employee shall be the employee with the earliest start date (first day worked) for the Home.
- B. If the start date is identical, the Home will utilize the date of the employee's application for employment to determine the senior employee.
- C. If the application date is identical, the Home will refer to the Social Security Number (SSN) identified on the application. The lowest SSN will determine the senior employee.

## ARTICLE 11

### LAYOFF AND RECALL

**Section 1.** The Home shall determine when and in which classification layoffs will occur.

**Section 2.** Within each classification affected, employees will be laid off in accordance with their seniority and their relative skill and ability to perform the remaining work available without further training as determined by the Home. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to perform the work available without further training, the employee, or employees, with the least seniority will be laid off first. Bumping under this provision will be in accordance with the bumping provisions of the Ohio Revised Code.

**Section 3.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in accordance with their seniority and their relative skill and ability to perform the work available without further training as determined by the Home. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to perform the work available without further training, the employee, or employees, with the most seniority will be recalled first.

**Section 4.** Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Home shall provide the Union with copies of all such recall notices. It is the employees' responsibility to provide the Home with his/her current address and telephone number.

**Section 5.** A recalled employee shall have three (3) working days following his receipt of the recall to return to work, unless a different date for returning to work is specified in the notice.

**Section 6.** The Home's determination concerning an employee's relative skill and ability to perform the work available without further training made in accordance with Sections 2 and 3 of this Article, and only that determination, shall be subject to the Grievance Procedure contained elsewhere in this Agreement.

## **ARTICLE 12**

### **VACANCIES AND BIDDING**

**Section 1.** The parties agree that all appointments to positions within the bargaining unit covered by the Agreement, other than original appointments, shall be filled in accordance with this Article.

**Section 2.** Whenever the Home determines that a permanent vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy shall be posted upon the Union bulletin board for seven (7) consecutive workdays. During the posting period, anyone wishing to apply for the vacant position shall do so by notifying the Home of his desire to obtain the position in writing. The Home shall not be obligated to consider any application submitted after the posting period has expired or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position.

**Section 3.** The Home shall give the first consideration to those timely filed applications of employees already within the bargaining unit. However, if the Home determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position or no one in the bargaining unit bids the job, the Home shall then be free to fill the vacancy by appointing a newly hired employee or a person employed by the Home outside the bargaining unit. At the Home's determination as to an employee's qualifications to fill a vacant position, and only that determination, shall be subject to the Grievance/Arbitration Procedure contained in this Agreement, but such determination shall not be otherwise appealable.

**Section 4.** The position shall be awarded to the individual who the Home determines best possesses the ability to perform the work required. However, if two (2) or more bargaining unit employees are considered by the Home to be relatively equal in their ability to perform the work required, seniority shall then govern in awarding the position. The Home's determination as to an employee's qualifications to fill a vacant position, and only that determination, shall be subject to the Grievance/Arbitration Procedure contained in this Agreement, but such determination shall not be otherwise appealable.

**Section 5.** The Home shall notify all applicants once the selection has been made.

**Section 6.** For purpose of this Agreement, the term "Promotion" shall mean the act of placing an employee in a position in the bargaining unit which carries a higher salary range than that previously held.

**Section 7.** If an employee is selected for promotion, he shall be compensated at the appropriate rate commencing upon the first day he is assigned to and works in the position.

**Section 8.** When a vacancy exists, the Home shall first make the decision as to whether the vacancy is to be filled on a permanent basis. However, nothing in this Article shall be construed to limit or prevent the Home from temporarily filling a vacant position pending the Home's determination as to whether or not the vacancy is to be filled on a permanent basis. The Home shall not temporarily fill a vacant position for a period exceeding sixty (60) consecutive calendar days, and the Home shall, not later than the expiration of such period, inform the Union, in writing, of its decision as to whether the vacancy is to be filled on a permanent basis.

## ARTICLE 13

### **ASSIGNMENT OF OTHER EMPLOYEES TO BARGAINING UNIT WORK**

**Section 1.** Except as provided under Article 15, the Home shall not assign other Home employees not covered by this Agreement to perform bargaining unit work if the assignment of other Home employees to perform such work would result in the layoff of or loss of earning opportunities for bargaining unit employees. The provision shall not apply in the case of extraordinary circumstances; where bargaining unit employees are not able to economically and efficiently complete the work to be done; where bargaining unit employees do not have sufficient skills and ability to perform the required work; or where there is an insufficient number of bargaining unit employees to do and complete the required work.

## ARTICLE 14

### **WORKING OUT OF CLASSIFICATION**

**Section 1.** Any employee temporarily assigned to perform the duties of a position with an assigned higher rate of pay than his regular classification shall be paid the higher rate after he has been assigned to the higher classification for one (1) workday per occurrence.

**Section 2.** The Home agrees not to rotate or make successive daily assignments to avoid payment of the higher rate of pay.

## ARTICLE 15

### **PERFORMANCE OF WORK BY SUPERVISOR/DEPARTMENT HEAD**

**Section 1.** In recognition of the Home's methods of operation, the parties agree that the Maintenance Department Head may, at all times, continue to perform bargaining unit work. Subject to Article 37 of this Agreement, the Supervisor/Department Head will not be part of the normal on-call rotation.

## ARTICLE 16

### TEMPORARY EMPLOYEES

**Section 1.** The Home shall not employ temporary employees in such a manner as to cause the layoff or permanent displacement of employees covered by this Agreement.

**Section 2.** The Home will not subcontract work normally performed by bargaining unit employees unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;
- B. The Home is required by law to seek competitive bids;
- C. Bargaining unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. It is less expensive to contract out the work, and the work can thus be done more economically by an outside source.

**Section 3.** Any questions the Union may have arising under Section 2 of this Article may be the subject of a labor/management meeting under Article 36.

## ARTICLE 17

### SAFETY AND HEALTH

**Section 1.** The Home and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

**Section 2.** The Union agrees that careful observance of safe working practices and Home safety rules is a primary duty of all employees. The Home agrees to uniformly enforce safety rules without discrimination. Violation of Home safety rules shall subject the offending employees to disciplinary action up to and including discharge.

**Section 3.** It shall be the responsibility of all employees to immediately report all unsafe conditions to the Home.

## ARTICLE 18

### TRAINING

**Section 1.** The Home will make reasonable efforts to provide employees with on the job training to prepare employees to perform work in positions within the bargaining unit to which they are, or may be, assigned.

**Section 2.** Employees will make reasonable efforts to acquire and maintain the skills required for the performance of work in positions within the bargaining unit to which they are assigned.

## ARTICLE 19

### EDUCATIONAL REIMBURSEMENT

**Section 1.** Upon written request, the Home, in its sole discretion and judgment, may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training in an area or field related to the employee's job, including licensing expenses incurred if the license involved is required by the State of Ohio.

**Section 2.** No such reimbursement shall be permitted unless the employee obtains approval therefore before incurring such expense.

**Section 3.** Hours spent by the employee obtaining such non-mandatory education or training shall not be counted as hours worked for the purpose of computing entitlement to overtime or for any other purpose.

**Section 4.** An employee shall receive no such reimbursement in the event he fails to complete such education or training.

**Section 5.** It was agreed that upon successful completion (a passing grade of C or better) of a pre-approved Maintenance Certificated Program, the employee will receive an additional forty cents (\$.40) per hour.

## ARTICLE 20

### OVERTIME

**Section 1.** Time and one-half the employee's usual hourly rate will be paid for all hours an employee is in active pay status in excess of forty (40) hours in any one (1) week, but there shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime.

**Section 2.** Overtime shall be offered to the employees qualified to perform the available work within the Department or classification by seniority on a rotating basis. The Home may require the last person(s) in the rotation needed to complete such overtime to work if the rotation fails to provide a sufficient number of employees to complete the work.

**Section 3.** The eight (8) hours straight time pay that an employee receives as holiday pay whether he works or not, as provided by Article 23 (Holidays), shall likewise not be pyramided, and shall not be included in calculating the employee's overtime rate of pay for F.L.S.A. purposes.

**Section 4.** The premium pay an employee receives for performing required work on a holiday, as provided in Article 23 (Holidays), shall be applied to his overtime entitlement for those hours actually worked during the week in which the holiday occurs. However, those amounts paid to an employee over and above his usual hourly rate for work required to be performed on a holiday shall be excluded in calculating the employee's overtime rate of pay for F.L.S.A. purposes.

**Section 5.** In the event an employee scheduled to work or to be on call becomes ill or is otherwise unable to work, the Home may require another employee to work starting with the least senior employee.

**Section 6.** Overtime offered, but refused, shall be considered as overtime worked for the purpose of determining which employee shall be offered available and required overtime. The Department Head shall keep and maintain an updated overtime list, which shall be available to the Steward for his review.

**Section 7.** Hours not worked, but paid for because of vacation, jury leave, bereavement leave and military leave shall be considered as active pay status for the purpose of calculating an employee's entitlement to overtime and in calculating vacation credit.

**Section 8.** Unpaid lunch periods, and all leaves of absences without pay shall be excluded in determining an employee's active pay status for the purpose of calculating an employee's entitlement to overtime or in calculating vacation credit.

**Section 9.** All overtime must be authorized by the employee's Department Head.

**Section 10.** In the event that an unpredictable service related emergency exists whereby the Home is liable for controlling such an emergency, overtime shall be offered to those employees qualified to perform such emergency work on a seniority basis. Should a situation exist whereby emergency overtime is offered, but refused by all qualified employees, the Home shall require mandatory overtime on a least seniority basis.

**Section 11.** Compensatory time will be granted at a rate of 1-1/2 times the overtime hours earned. The employee has the right to choose compensatory time or overtime pay. This request for compensatory time must be made to the Business Office. The employee cannot change their decision more than once a calendar year.

- A. No more than one hundred twenty (120) hours of compensatory time may be accumulated in a calendar year. Of the one hundred twenty (120) hours, sixty (60) hours may be used as time off or cashed out upon the written request of the employee. The other sixty (60) hours earned, may be taken as a payout. Once the employee reaches one hundred twenty (120) hours of compensatory time, their status will automatically return to overtime pay status.
- B. When the maximum hours of compensatory time is reached, payment for overtime work shall be made in cash. No more than twenty (20) hours of comp time may be carried over into the next year.
- C. Upon termination of employment, an employee shall be paid for unused comp time that is accrued but unused.

- D. Compensatory time requests must be made in writing in accordance with normal scheduling procedures in advance of anticipated time off unless such time off is required because of an emergency nature, then such requests shall not be unreasonably denied.

**ARTICLE 21**

**VACATION**

**Section 1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Home. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<b>LENGTH OF SERVICE</b>	<b>VACATION CREDIT EARNED PER STRAIGHT TIME HOUR WORKED</b>
Less than 1 year	None
1 year but less than 7 years	.03875
7 years but less than 14 years	.0575
14 years but less than 24 years	.0775
24 years or more	.09625

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

**Section 3.** After completing five (5) years of service with the Home, part-time employees shall earn vacation credit based upon their length of service and their straight time hours worked.

**Section 4.** Vacations are scheduled in accordance with the workload requirements of the Home's Maintenance Department. For this reason, the Department Head may require vacation requests be made by March 1 of each year. When employees in the bargaining unit request the same vacation leave period prior to the March 1 date, the determining factor shall be seniority, provided the vacation request is made at least two (2) weeks in advance of the requested date for vacation to begin. Vacation requests received after March 1 will be granted based upon workload requirements and determined by the first submitted request. If two (2) or more employees in the bargaining unit submit their request on the same day, the determining factor will be seniority. The parties recognize that the Home has the authority to determine the number of employees within the bargaining unit that may be on vacation leave at any given time. However, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected. A maximum of one (1) employee will be allowed off on vacation leave at any given time unless prior written approval of the Home Administrator is received.

**Section 5.** The following procedures shall apply to those employees scheduling vacation after March 1, or wishing to change their scheduled vacation:

- A. For all vacation days, an employee shall make a request to his Department Head two (2) weeks in advance or at the discretion of the Department Head.
- B. If an emergency arises and such advance notice cannot be given, the employee shall contact his Department Head with the request as soon as possible. No vacation shall be taken until it has been approved by the Department Head.
- C. In cases where the employee has scheduled a vacation in advance, pursuant to subsection (2) of this Section 5, the Home shall confirm approval or denial at least one (1) week before the employee(s) is to begin the scheduled vacation.

**Section 6.** Generally approved vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, employees shall be allowed accrual leave up to three (3) years. Any vacation leave in excess of three (3) years shall be eliminated from the employee's vacation leave balance and the employee shall forfeit his right to take or be paid for said excess accrual.

**Section 7.** If an employee, while on vacation, contracts an illness, or suffers an injury, or experiences a death in the family, which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury, or an official obituary notice in the case of a death.

**Section 8.** Employees of the Riverview Home may be entitled to service credit toward vacation time with the Riverview Home for vacation service credit earned during period of prior service with Ottawa County provided any interruption in their term of service between Ottawa County and the Riverview Home does not exceed ten (10) years. Such service credit is for the purpose of determining vacation for which the employee is eligible with Riverview Home and does not obligate Riverview Home to pay for any prior vacation earned and unused by an employee while the employee was employed by Ottawa County.

**Section 9.** Employees who reach twenty-five (25) years of service with the Facility will receive a one time credit of 40 hours vacation time.

**Section 10.** An employee may buy out up to two (2) weeks of vacation by submitting a request during the month of the employee's anniversary date. Payment will be made with the regular pay the following pay period.

## **ARTICLE 22**

### **HOLIDAYS**

**Section 1.** All full time bargaining unit employees and probationary employees will receive eight (8) hours pay at their regular straight time hourly rate for the following holidays whether they work on such holidays or not:

New Year's Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day

Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Columbus Day

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be designated as major holidays. The Friday after Thanksgiving, President's Day, Columbus Day and Veteran's Day shall be designated minor holidays.

Holidays falling on Saturday or Sunday will be observed on the preceding Friday or following Monday as determined by the Ohio Revised Code.

**Section 2.** An employee who does not work on his last scheduled work day within the same work week or the next work week immediately preceding such holiday or does not work on his next scheduled work day in the same work week or the work week immediately following such holiday, shall not receive the eight (8) hours pay referred to in Section 1 above.

**Section 3.** If an employee who is eligible for holiday pay referred to in Section 1 above, works on a major holiday recognized in Section 1 above, the employee shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) his regular straight time hourly rate of pay for all hours worked on the major holiday. Such work on a minor holiday will be paid at the applicable rate of pay.

**Section 4.** Holiday work will be scheduled on a rotating basis among the bargaining unit members.

## ARTICLE 23

### UNION BUSINESS AND STEWARDS

**Section 1.** The Home recognizes the right of the Union to designate one (1) Union Steward for the Riverview Nursing Home Maintenance Department.

**Section 2.** The Union shall provide to the Home an Official Roster of the Steward, which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. The Steward's designated area of representation.

**Section 3.** No employee shall be permitted to function as a Steward until the Union has presented the Home with written certification of that person's election or appointment, and the Union shall notify the Home, in writing, of any changes of Steward.

**Section 4.** The duties and activities of the Union Steward shall be as follows:

- A. The Steward shall confine his Union activities during working hours to the investigation and presentation of grievances, and only upon release from his assigned activity by his immediate supervisor.
- B. The Steward shall not conduct Union activities in any work area without notifying the supervisor in charge of that area prior to the beginning of Union activities.
- C. In the event a Steward attends a grievance hearing in accordance with the Grievance Procedure contained elsewhere herein, the Steward shall suffer no loss in regular pay or benefits if the Home has authorized such grievance hearing to be held during regular duty hours.
- D. The Steward shall make reasonable effort to conduct Union activities during non-work time to avoid disruption of normal work assignments. However, the Steward shall be permitted to conduct authorized Union activities during working hours without loss of pay when it is necessary in order to provide representation to his members. The Steward will be paid, at straight time, for time spent during his regularly scheduled shift in negotiations for a collective bargaining agreement with the Home.
- E. The Steward shall cease unauthorized Union activities immediately upon the reasonable order of his immediate supervisor or upon the reasonable order of the immediate supervisor in charge of the work area in which the Steward is conducting Union activities.

**Section 5.** Upon advance notification to the home, authorized representatives of the Union shall have access to the Home's premises to contact the Steward or attend meetings as provided herein. Such contact shall not interfere or disrupt normal work activities.

**Section 6.** Any Steward elected or appointed as an official of the Union or delegate to any regular or special meetings, conventions and seminars necessitating a leave of absence, shall be granted a leave of absence without pay, which shall not constitute a break in service, and will return with the same seniority as through he had been continuously employed, but for no more than five (5) work days per year or fifteen (15) work days over the life of this Agreement. The Union will provide thirty (30) day's advance notice to the Home when requesting such leave when possible.

**Section 7.** The Steward shall have no authority to take strike action, or any other action interrupting the Home's business, except as authorized by official action of the Union.

**Section 8.** The Home recognizes the limitations upon the authority of the Steward as set forth in this Article, and shall not hold the Union liable for any unauthorized acts. The Home in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement. A Steward who abuses his position shall be subject to disciplinary action, including dismissal.

**Section 9.** The Steward shall not use Home vehicles in connection with Union activities without prior approval of the Department Head.

## ARTICLE 24

### UNIFORMS AND EQUIPMENT

**Section 1.** Any uniforms required by the Home shall be furnished and maintained by the Home. The Home shall provide gloves and rain gear for those employees required to work outside. The Home will reimburse employees up to one hundred dollars (\$100) for purchase of an outdoor work coat every three (3) years and one hundred ten dollars (\$110) for purchase of of O.S.H.A. approved steel toed work shoes once a year.

The Home shall also provide tools and other equipment necessary for employees to perform their required and assigned work. The above equipment is provided for employees for usage while at work. Each employee will be provided with basic tools for which he/she will be responsible. These tools will be inventoried quarterly and employees will be responsible for replacing any missing tools. Tools loaned to authorized individuals (such as the Sheriff Department trustee supervisor) will be from the general Home tool supply.

## ARTICLE 25

### PERSONAL LEAVES

**Section 1.** Upon written request, the Home may grant a leave of absence, without pay, for personal reasons for a period not to exceed thirty (30) consecutive days upon good cause being shown. Such leaves may be granted only in the exercise of the Home's judgment and sole discretion. Such written request shall specify the exact reason, or reasons, why the leave is needed.

**Section 2.** The employee's employment shall continue and his seniority shall accumulate during such leave, subject to provisions of Article 10 (Seniority) of this Agreement.

## ARTICLE 26

### BEREAVEMENT LEAVE

**Section 1.** When an employee has a death in his immediate family and actually attends the funeral, the Home will allow the employee up to three (3) days off with pay to attend the funeral or to attend to family matters, if the funeral is within 100 miles of the Nursing Home and up to five (5) workdays off with pay if the funeral is more than 100 miles from the Nursing Home. All bereavement leave will be charged against the employee's accrued sick time, except if the deceased immediate family member is the employee's current spouse, mother, father, child, stepchild living the employee's household, brother or sister, then the first three (3) days of bereavement leave will not

be charged against the employee's sick time. The Home may require documentation, satisfactory to the Home, of the attendance at the funeral.

**Section 2.** No employee shall receive bereavement pay for any days, or parts of days, that fall on Saturday, Sunday, paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

**Section 3.** Members of the employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, brother, sister, stepbrother or stepsister, mother-in-law, father-in-law, grandparents, child ward or legal guardian.

## ARTICLE 27

### MILITARY LEAVE

**Section 1.** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

**Section 2.** The Home shall grant a leave of absence, without pay, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable Federal law.

## ARTICLE 28

### JURY LEAVE

**Section 1.** An employee called on for jury service shall be granted a leave of absence during such service with pay.

**Section 2.** If an employee is released from jury service on any workday when four (4) or more hours remain in his normal workday at the time of release, the employee shall then report for work.

**Section 3.** All compensation received by an employee as a result of jury service shall be remitted by the employee to the Home.

## ARTICLE 29

### SICK LEAVE

**Section 1. – Crediting of Sick Leave** Sick leave shall be earned at the rate of 3.077 hours for each eighty (80) hours of service in active pay status with the Home. Unused

sick leave shall accumulate without limit. Sick leave will be pro-rated to the hours of completed service in each pay period. Employees who reach twenty (20) years of service with the Facility shall receive a one time dump of 40 hours of sick time.

**Section 2. – Charging of Sick Leave** Sick leave shall be charged in minimum units of quarter hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 3. – Evidence Required for Sick Leave Usage** An employee shall furnish a standard written statement to justify the use of sick leave, or in accordance with Section 5, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**Section 4. – Notification by Employee** When an employee, designated by Administration as not replaceable due to a call-off, is unable to report to work, he shall notify his Department Head or other designated person, one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with employee's supervisor. Employees determined to be replaceable must provide a two (2) hour notice. When reporting off sick, the employee must advise his Department Head the reason for his request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Department Head.

**Section 5. – Physician's Statement** An employee using excessive amounts of sick leave or with an illness or disability exceeding three (3) consecutive work days or if abuse is suspected shall be required to furnish a statement from the physician before returning to work, notifying the Home that the employee was unable to perform his duties during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the Home may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability exceeds three (3) consecutive work days.

**Section 6 – Physicians' Examination** In the event an employee has demonstrated that he is unable to perform his required duties satisfactorily or has used sick leave in an excessive manner, the Home may require the employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or granted a disability separation. The cost of such examination shall be paid by the Home. Before requiring such examination, the Home shall furnish the employee with a written statement indicating the Home's reasons for believing that such examination is necessary.

**Section 7. – Uses of Sick Leave** Sick leave may be granted to an employee under the following circumstances:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.

- B. Death of a member of his immediate family as specified in Article 27.
- C. Medical, psychological, dental or optical examination or treatment of the employee or a member of his immediate family, which required the attendance of the employee, and which cannot be scheduled during non-working hours.
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 8. – Definition of Immediate Family** The definition of immediate family for the purpose of Section 7 (B) of this Article shall be: grandparents, brothers, sisters, father, mother, spouse, child, stepchild, stepbrother, stepsister, mother-in-law, father-in-law, and stepparents. The definition of immediate family for the purposes of Section 7 (A), (C), (D) and (E) of this Article shall be defined as above when such individual lives with the employee or when it appears justified.

**Section 9. – Falsification of Sick Leave Applications** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications with the intent to defraud, shall be grounds for disciplinary action, including dismissal.

**Section 10. – Illness or Disability Extending Beyond Sick Leave** If any disability, illness or injury of the employee continues past the time for which an employee has accumulated sick leave, the Administrator of the Home shall grant, upon receipt of satisfactory medical verification subject to Section 6 of this Article, an authorized leave of absence without pay subject to Article 10, Section 3.1 of this Agreement. If any disability, illness or injury of an employee's immediate family continues past the time for which an employee has accumulated sick leave, the Administrator of the Home, in his discretion, may grant a leave of absence without pay subject to Article 10, Section 3. 1 of this Agreement upon receipt of any required information and documentation regarding the request for leave.

**Section 11. – Payment of Unused Sick Leave Upon Retirement**

Upon OPERS retirement, employees may elect to receive cash payment for their accumulated unused sick leave. The sick leave accumulation includes balance transfers subject to ORC 124.38. "Retirement" means disability or service retirement under OPERS. "Years of service" includes years of actual service with the County, the State or a political subdivision of the State (not including military service).

Payment is based on the employee's rate of pay at the time of retirement, and years of service credit are based on OPERS calculations. Payment for unused sick leave shall be considered to eliminate all sick leave accrued by the employee at that time. Payment shall be made only once to any employee.

The schedule for payment upon retirement is as follows:

- a. Employees with five (5) or more years of actual service with the County, the State or an Ohio political subdivision may elect to be paid in cash for twenty five percent (25%) of the value of their accrued but unused sick leave credit.
- b. Employees with a total of fifteen (15) or more years of actual service with the County, the State or an Ohio political subdivision (not including military service) with at least ten (10) of those years of service with Ottawa County may elect to be paid in cash for thirty percent (30%) of the value of their accrued but unused sick leave credit.
- c. Employees with a total of twenty five (25) or more years of actual service with the County, the State or an Ohio political subdivision (not including military service) with at least fifteen (15) of those years of service with Ottawa County may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit.
- d. Employees with a total of thirty (30) or more years of actual service with the County, the State or an Ohio political subdivision (not including military service) with at least twenty (20) of those years of service with Ottawa County may elect to be paid in cash for fifty percent (50%) of the value of their accrued but unused sick leave credit.

## ARTICLE 30

### FAMILY LEAVE

Family and Medical Leave: the facility will follow all applicable Federal and State laws and the current County policy regarding Family and Medical Leave as attached.

## ARTICLE 31

### CALAMITY DAYS

**Section 1.** If the Home's Administrator declares a calamity day due to man made or nature calamity, employees will be compensated at their usual hourly rate of pay for the number of hours for which they were scheduled to work during the calamity.

**Section 2.** If an employee's services are required during such emergency and conditions permit the employee to report for duty, with or without the Home's assistance, or remain on duty, the employee shall not receive calamity pay but will receive time and one-half for all hours worked during such emergency.

**Section 3.** Employees not scheduled to work because of scheduled vacation or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency.

**Section 4.** An employee who is absent, tardy or leaves work early on days when weather conditions interfere with travel, but when no emergency has been declared by

the Home officials, is absent without leave and therefore in no-pay status. The employee may, with approval of the appointing authority, account for time when he was absent from his job due to inclement weather by working such time in addition to his regular schedule or by charging it to vacation leave; otherwise, leave without pay will be charged. Inclement weather is not a valid reason for the use of sick leave.

## ARTICLE 32

### TRAVEL REIMBURSEMENT

**Section 1.** An employee required to use his personal vehicle for Home business shall be reimbursed at the rate that the County pays all other County employees.

**Section 2.** The Home shall not be required to reimburse an employee for travel from his home to his assigned work location or for his return travel to his home.

**Section 3.** Employees whose duties require them to operate one of the Home's vehicles or to operate their personal vehicle while performing the Home's business shall abide by the County driving policy.

## ARTICLE 33

### PUBLIC EMPLOYEES RETIREMENT SYSTEM

**Section 1.** The Home shall continue to participate in the Ohio Public Employees Retirement System as provided in the Ohio Revised Code.

## ARTICLE 34

### INSURANCE COVERAGE

**Section 1.** The Home shall provide life insurance coverage, as now in effect, with the present or another carrier, and the Home shall pay the full cost of the monthly premium.

**Section 2.** The Home shall provide the hospitalization plan, as now in effect, or a substantially similar plan, with the present or another carrier, and the employee will be provided such coverage under the same terms and conditions as are other Home employees.

**Section 3.** Notwithstanding the above, an employee injured in the line of duty, thereby qualifying for workers' compensation benefits for lost wages, shall be eligible to continue to have his/her monthly life insurance premiums paid and his/her monthly hospitalization plan paid for all leave which qualifies for Family and Medical Leave (FMLA).

**Section 4.** The Home shall not be required to provide for life or hospitalization insurance coverage for part-time employees, nor shall the Home be required to pay any part of part-time employees' insurance premiums.

**Section 5.** Health insurance coverage will be provided in accordance with Federal Law for those employees on an approved Family Leave of Absence.

## ARTICLE 35

### LABOR/MANAGEMENT MEETINGS

**Section 1.** In the interest of sound labor-management relations and effective communications, the parties shall meet not less than four (4) times yearly for the following purposes:

- A. To discuss the administration of this Agreement;
- B. To notify the Union of changes made by the Home which affect bargaining unit members of the Union;
- C. To disseminate general information of interest to the parties;
- D. To discuss ways to increase effectiveness, work performance and efficiency;
- E. To consider and discuss safety and health related matters;
- F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

**Section 2.** All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting.

The party receiving such a request will likewise submit an agenda of items it wishes to discuss at the meeting, and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than one (1) Union employee representative shall attend any such meeting. The Union Business Representative shall be permitted to attend all such meetings.

**Section 3.** Nothing contained in this Article shall prevent the parties from meeting more frequently or less often than provided in Section 1 above in the event the parties mutually agree to meet more frequently or less often.

**Section 4.** Unless otherwise mutually agreed upon, such meetings shall be limited to two (2) hours in duration.

**Section 5.** Any Union employee representative attending such meetings during his regularly scheduled working hours shall suffer no loss in pay in

connection with such attendance, but he shall not receive over time compensation as a result of such attendance. An employee representative may be required to work if an emergency arises during such a meeting.

## ARTICLE 36

### WAIVER IN CASE OF EMERGENCY

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ottawa County Commissioners, the Federal of State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Home's or the Union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist they shall be processed, in accordance with the provisions outlined in the Grievance Procedure, and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) has properly progressed.

**Section 3.** In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

## ARTICLE 37

### ON CALL ROTATION

**Section 1.** "On Call" assignments shall be made on an equal basis, among all bargaining unit employees within the Riverview Nursing Home Maintenance Department as scheduled by the supervisor. Employees called will be required to make contact with the Environmental Services Director, Nursing Supervisor, Administrator or their designee upon arrival and departure of facility. Employees called and who report in will receive a minimum of two (2) hours pay at time and one-half (1 ½). Employees may trade on call assignments with the written approval of the Supervisor/Department Head. No request shall be unreasonably denied. The Supervisor/Department Head may fill in for an employee in the on call rotation in a trade situation. The Supervisor/Department Head may, as has been done in the past, be called in to perform necessary duties as identified in Article 15.

**Section 2.** If given an "on call" assignment, an employee shall be provided with a "pager" or "beeper" type communication device so as to ensure his availability, which device shall be returned to the employee's immediate supervisor upon completion of the assignment. Employees required to be "on call" and carry a pager/beeper will be paid

\$12.50 per night. Employees shall be liable to reimburse the Home for damaged, lost or stolen beepers.

**Section 3.** Regularly scheduled weekend checks shall be defined as an assignment to come to the facility to check the boiler room, each of 6 mechanical rooms, 6 rooms per station (temperature checks), air conditioning and air handling units in dietary departments, refrigeration units in dietary departments and in the basement, sewage plant and the repair/maintenance of work orders which are necessary to be done at that time. Employee's on-call who report in to perform these checks will receive a minimum of two (2) hours pay at time and one-half (1 ½).

**Section 4.** If an employee on call calls off sick on a weekday, he/she will be considered out of service until 6:00 AM the following day. The next person on the rotation list will be on call and receive the on-call pay for that day.

If an employee calls off sick on a Friday or Saturday, he/she will be considered out of service until 6:00 AM the following Monday. The next person on the rotation list will be on call and receive the on-call pay for that period.

## ARTICLE 38

### SAVINGS CLAUSE

**Section 1.** This Agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including Chapter 124 of the ORC. Where this Agreement is silent, the provisions of applicable law shall prevail.

**Section 2.** If any Article or Section of the Agreement, or of any riders hereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## ARTICLE 39

### WAGES

**Section 1.** Effective June 24, 2012 – current wages

<b>Position</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Grounds Keeper	\$8.59	\$9.68
Maintenance Repair Worker I	\$9.99	\$11.12
Maintenance Repair Worker II	\$12.14	\$13.54
Maintenance Repair Worker III	\$15.76	\$19.67

Each position hired will be paid at least the minimum rate per hour but no more than the maximum rate per hour. A person hired below the maximum rate of pay will receive a \$.33 per hour increase upon the successful completion of their probationary period and every six months after, not to exceed the maximum rate of pay.

The parties agree that if anyone in the facility receives a wage increase, bonus, or other monetary increase, the union members shall receive the same wage increase.

**Section 2.**

**November 2013 Wage re-opener to discuss wages(Article 39 only) for remainder of the collective bargaining agreement.**

**Section 4. – Longevity Pay** Regular employees shall be entitled to be paid longevity in accordance with the following formula:

<u>Calendar Year of Continuous Service</u>	<u>Percent of Annual BaseSalary</u>
After 5 years	0.5%
After 10 years	1.0%
After 15 years	1.5%
After 20 years	2.0%

The longevity payment shall be made in a separate check to be distributed to the employees on the first payday in July of the year for which payment is being made (beginning in 1994).

Longevity payments will be delayed based upon Section 1 above.

**Section 5.** There will be no automatic progression between a Maintenance Worker I and II or II and III.

**Section 6.** The Administrator retains the right to designate the acting department head, if any, from among the Maintenance Repair Worker II's.

## **ARTICLE 40**

### **TWO HOUR MINIMUM CALL-OUT FOR SERVICE EMERGENCIES**

**Section 1.** Employees who are not on call, but who, due to an unpredictable service emergency which occurs during nonscheduled work hours, are called-out and required to work will be compensated for a minimum of two (2) hours or the time actually worked, whichever is greater, at a rate equal to 1-1/2 times the employee's normal rate of pay. This provision shall only apply when the employee has physically left the Home's premises after a scheduled workday and is required to return.

**Section 2.** For purposes of calculating actual time worked over and above the two (2) hour minimum call-out, employees shall begin to accrue "work-time" after they have clocked-in.

## ARTICLE 41

### HOURS OF WORK AND WORK WEEK

**Section 1.** These Articles are intended to define the normal hours of work per day or week in effect at the time of this Agreement. Nothing contained herein shall be construed as preventing the Home from restructuring the normal workday or workweek; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours of work per day or week.

**Section 2.** The normal work week for all Maintenance Department employees covered by this Agreement shall be forty (40) hours per week of eight (8) hours per day but exclusive of a daily one-half (1/2) hour unpaid lunch period. The regular work schedule and lunch schedule shall be determined by the Department Head. The workweek shall be computed between 12:01 AM on Sunday of each calendar week and 12:00 midnight the following Saturday.

**Section 3.** The normal weekday hours of work for the Maintenance Department employees covered by this Agreement shall be 6:00 AM to 5:30 PM. The normal weekend and holiday hours of work shall be 6:00 AM to 5:30 PM.

Hours can be flexed for appointments, etc. throughout a workday or a workweek if mutually agreeable with the maintenance supervisor and the employee on an as-needed basis based on operational need.

## ARTICLE 42

### TIME CLOCKS

**Section 1.** All employees assigned to the Riverview Nursing Home Maintenance Department will "clock in" at the beginning of their workday and "clock out" at the conclusion of their workday. Upon directive from the Home Administrator, such employees will "clock out" at the beginning of their lunch break and "clock in" upon their return to work at the conclusion of their lunch period. Such employees shall likewise record any absence during their workday for which they do not expect to be paid by clocking out and in (obviously, if an employee clocks out, but doesn't return during the remainder of the work day, the employee will not clock in again until reporting for work on a later day).

**Section 2.** Each employee is required to clock in their own time card, no more than seven minutes prior to the start of their shift unless prior approval is obtained from their Supervisor or Department Head. Employees who clock in more than seven minutes prior to the start of their shift without obtaining approval will be subject to discipline.

**Section 3.** A tardy employee that clocks in more than seven minutes later than their schedule time will have fifteen minutes deducted from their workday. Anyone clocking in 23 minutes later than their scheduled time will have 30 minutes deducted from their workday. Excessive or pattern tardiness is cause for discipline.

**Section 4.** No employee is authorized to stay over normally scheduled work time to make up their tardy time without written approval from his Supervisor or Department Head.

## ARTICLE 43

### PERSONAL DAYS

**Section 1.** All bargaining unit employees are allowed to exchange accumulated sick time for up to three (3) personal days. Two (2) of accumulated sick leave may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in one (1) calendar year. Personal days may not be carried over from one calendar year to the next.

**Section 2.** For all personal days, an employee shall make a request to his Department Head two (2) weeks in advance or at the discretion of the Department Head.

**Section 3.** Personal days may not be exchanged back for sick days.

## ARTICLE 44

### SUBSTANCE ABUSE TESTING

**Section 1.** Drug and alcohol abuse are a great concern of society and the nursing home industry. As a result, Home personnel shall be subject to mandatory testing in the work place for drugs or alcohol in accordance with the following provisions:

**Section 2.** Authority for Testing. Only the Home Administrator or his/her designee, acting on his behalf, in his absence, may order a drug or alcohol test. Employees in the bargaining unit shall be required to submit to and pass tests for alcohol and controlled substances as follows:

- A. Post Injury/Accident Test – Conducted on all employees who have had an injury or accident on-the-job. Injury/Accident means an unplanned, unexpected or unintended event that occurs on the employer's property during the conduct of the employer's business, or during working hours. This test will be administered as soon as possible after necessary medical attention is received, or within eight hours for alcohol and within 32 hours for other drugs.
- B. Reasonable Suspicion Testing – conducted when there is a reasonable and objective basis to suspect that urinalysis or breath analysis would produce evidence of the use of illegal drugs or alcohol. Provided, however, the Home

Administrator or his/her designee, may order a bargaining unit member to be tested on a random basis once a year. Additional tests in a calendar year will be based upon reasonable suspicion.

**Section 3.** Testing Procedure:

- A. This Agreement applies to employees found to be under the influence of drug or alcohol while working.
- B. If an employee is required to submit to a drug or alcohol test based on Section 38.2, the employee refusing to submit to that screen or refusing to sign the release and authorization attached to the agreement as Appendix B will be suspended pending termination for insubordination. A union representative will be present during any meeting with the employee.
- C. Sample collection is to be accomplished in a manner compatible with the employee's dignity.
- D. The sample will be sent to an accredited laboratory or testing facility that provides an appropriate chain of custody program, utilizes quality control methods, and who can assure confidentiality and accuracy of results. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with section F below. All breath analysis testing shall be in accordance with applicable law.
- E. All positive results will automatically be confirmed utilizing the GC-MS test.
- F. If the test is positive the employee may, within twenty four (24) hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the employee so long as the lab or testing facility meets the criteria in D and E above and provides a copy of their finding directly to the Home. They must sign an authorization to release such findings prior to the sample being delivered to the lab. The employee is responsible for all costs related to this testing when it confirms the original findings.
- G. An employee found to be under the influence through positive testing will be offered rehabilitation if the circumstances give rise to such testing do not warrant termination. If the employee refuses such offer of rehabilitation he/she will be subject to suspension pending termination.
- H. Any employee who is released from rehabilitation will be subject to retesting at any time when his/her actions, as defined in Section B demonstrate possible continued use. A positive test will result in suspension pending discharge. If the employee refuses testing, he/she will be suspended pending termination.
- I. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the employee may be required to provide appropriate documentation of same to the Home's testing lab/Medical Review Officer if the employee has a positive drug screen.

- J. The Employer will notify applicants for employment of the substance abuse testing program and that they will be subject to, urine and/or breath testing as part of a physical prior to actually beginning work for the Home.
- K. Any dispute with respect to the application of this Article shall be subject to the grievance procedure except for probationary employees.

**Section 4.** In the event a random drug/alcohol testing program is implemented for all other employee's of the County Commissioners, bargaining unit members will have thirty days to negotiate the effects of the program.

## ARTICLE 45

### DURATION

**Section 1.** This Agreement shall be effective as of June 24, 2012 and shall remain in full force and effect until June 23, 2015, and shall continue in full force and effect from year to year thereafter until notice, as provided in Section 2 below, if given at least sixty (60) calendar days prior to June 23 of any successive year.

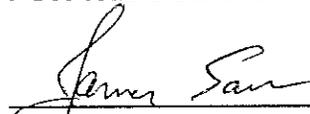
**Section 2.** If either party intends to amend or modify this Agreement, it shall notify the other in writing of such intent no earlier than one hundred twenty (120) calendar days, nor later than sixty (60) calendar days, prior to June 23, 2015, or June 23 of any successive year thereafter. Such notice of intent shall be given by certified mail with return receipt requested.

**Section 3.** The parties acknowledge that the provisions of this Agreement constitute the entire agreement between the parties. Therefore, for the life of this Agreement each party voluntarily waives the right, and each party agrees that the other shall not be obligated, to bargain collectively, or individually with respect to any subject or matter referred to or covered in this Agreement or previously discussed during negotiations.

**Section 4.** Nothing in this Article shall be construed as preventing the parties from meeting, as elsewhere provided herein, for the purpose of discussing subjects or matters that may arise during the term thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on this 2<sup>nd</sup> day of October, 2012.

**FOR THE COUNTY:**

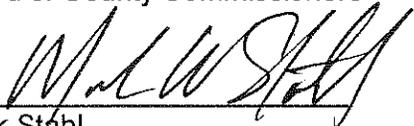
  
 \_\_\_\_\_  
 James Sass  
 Board of County Commissioners

**FOR THE UNION:**

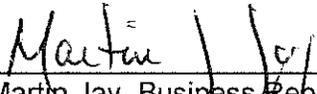
 SEC-TREAS.  
 \_\_\_\_\_  
 William Lichtenwald, President  
 Teamsters Local 20

Absent

Steven M. Arndt  
Board of County Commissioners



Mark Stahl  
Board of County Commissioners

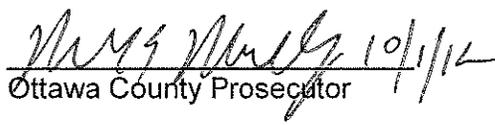


Martin Jay, Business Representative  
Teamsters Local 20



William Klotz, Steward  
Teamsters Local 20

**APPROVED AS TO FORM:**



Ottawa County Prosecutor

## ARTICLE 46

### PERFECT ATTENDANCE BONUS

**Section 1.** Employees who have actually worked all assigned shifts on the final schedule will be eligible for Perfect Attendance Bonus.

**Section 2.** An employee who works all of their assigned shift in each four month block shall be entitled to a \$100 bonus. Four month blocks are as follows: January through April; May through August; September through December. An employee who receives a bonus for all blocks in the calendar year will receive an additional \$200 bonus.

TEAMSTERS LOCAL 20  
GRIEVANCE FORM

APPENDIX A

No 104413



MEMBER'S NAME (Please print)

COMPANY NAME

MEMBER'S ADDRESS

COMPANY ADDRESS

DATE GRIEVANCE AROSE

MEMBER'S PHONE NUMBER

COMPANY PHONE NUMBER

DATE GRIEVANCE FIRST DISCUSSED WITH COMPANY

MEMBER'S SENIORITY DATE

MEMBER'S JOB CLASSIFICATION

MEMBER'S CURRENT RATE OF PAY

ARTICLE(S) OF CONTRACT VIOLATED

NAME(S) AND TITLES OF COMPANY REPRESENTATIVES  
WITH WHOM GRIEVANCE WAS FIRST DISCUSSED

STATE FACTS GIVING RISE TO GRIEVANCE

STATE RELIEF SOUGHT

MEMBER'S SIGNATURE

DATE

DISPOSITION including person(s) who acted upon/discussed grievance & date(s):

**IMPORTANT: MAKE SURE YOU SEE YOUR STEWARD!**

COPIES TO:

Bus. Agent - White

Employer - Canary

Steward - Pink

Member - Goldenrod

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

69 First Ave., Raritan, NJ 08869  
13112 Evening Creek Dr, South, Ste. 100, San Diego, CA 92128  
1904 Alexander Dr., Research Triangle Park, NC 27709  
550 4th Avenue, Suite 300, Seattle, WA 98122  
1120 Main Street, Southaven, MS 38671  
7207 North Gessner, Houston, TX 77040

Printed: 06/08  
1100

Customer Svc: 800-833-3984



SPECIMEN ID NO. 0527727336

LAB ACCESSION NO.:

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address and I.D. No. **DDT EMPLOYER:**  
C/O MAGRUDER HOSPITAL  
615 FULTON ST  
PORT CLINTON  
OH 43452  
Fx: 043452

B. MRO Name, Address, Phone and Fax No. **34790350**  
FIRELANDS CORPORATE HEALTH  
BRYAN KUNS, DO BRETT KUNS, DO  
DAVID J GRAYSON, MD  
1031 PIERCE STREET, SUITE A  
SANDUSKY OH 44870  
419-557-5052  
OH 44870  
FAX: 419-557-5213  
LOCATION CODE:

C. Donor SSN or Employee I.D. No.

D. Reason for Test:  Pre-employment  Random  Reasonable Suspicion/Cause  Post Accident  
 Return to Duty  Follow-up  Other (specify) \_\_\_\_\_

E. Drug Tests to be Performed:  THC, COC, PCP, OPI, AMP  THC & COC Only  Other (specify) \_\_\_\_\_

Collector Phone No. ( )

Collector Fax No. ( )

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100°F?  Yes  No, Enter Remark \_\_\_\_\_

Specimen Collection:  Split  Single  None Provided (Enter Remark) \_\_\_\_\_  Observed (Enter Remark) \_\_\_\_\_

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable Federal requirements.

X \_\_\_\_\_ AM \_\_\_\_\_  
Signature of Collector Time of Collection  
(PRINT) Collector's Name (First, MI, Last) Date (Mo/Day/Yr.)

SPECIMEN BOTTLE(S) RELEASED TO: \_\_\_\_\_  
Name of Delivery Service Transferring Specimen to Lab

RECEIVED AT LAB:

X \_\_\_\_\_  
Signature of Accceptor  
(PRINT) Accceptor's Name (First, MI, Last) Date (Mo/Day/Yr.)

Primary Specimen Bottle Seal Intact  Yes  No, Enter Remark Below

SPECIMEN BOTTLE(S) RELEASED TO: \_\_\_\_\_

STEP 5a: PRIMARY SPECIMEN TEST RESULTS - COMPLETED BY PRIMARY LABORATORY

NEGATIVE  POSITIVE for:  MARIJUANA METABOLITE  CODEINE  AMPHETAMINE  ADULTERATED  
 DILUTE  COCAINE METABOLITE  MORPHINE  METHAMPHETAMINE  SUBSTITUTED  
 REJECTED FOR TESTING  PCP  6-ACETYLMORPHINE  INVALID RESULT

REMARKS \_\_\_\_\_

TEST LAB (if different from above) \_\_\_\_\_

I certify that the specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements.

X \_\_\_\_\_  
Signature of Certifying Scientist (PRINT) Certifying Scientist's Name (First, MI, Last) Date (Mo/Day/Yr.)

STEP 5b: SPLIT SPECIMEN TEST RESULTS - (IF TESTED) COMPLETED BY SECONDARY LABORATORY

Laboratory Name \_\_\_\_\_  
Laboratory Address \_\_\_\_\_

RECONFIRMED  FAILED TO RECONFIRM - REASON \_\_\_\_\_  
I certify that the split specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements.

X \_\_\_\_\_  
Signature of Certifying Scientist (PRINT) Certifying Scientist's Name (First, MI, Last) Date (Mo/Day/Yr.)

CONTAINER SEAL

100  
7527727336

Bottle A  
Bottle B (SPLIT)

0527727336

DATE \_\_\_\_\_ DONOR'S INITIALS \_\_\_\_\_

DATE \_\_\_\_\_ DONOR'S INITIALS \_\_\_\_\_

NOTE: POSITION OF BARCODE STARTS AT BOTTOM OF CONTAINER SHOWN HERE

## **4.7 Ottawa County Family and Medical Leave Act Policy**

### **Generally**

The Family and Medical Leave Act (FMLA) requires covered employers to provide eligible employees with up to twelve (12) weeks of leave per year for certain family and medical situations, with restoration for the employee to the same or a similar position upon return to work.

The National Defense Authorization Act (NDAA) amended the FMLA as it relates to military family leave. The NDAA mandates that employees may also use up to twenty-six (26) weeks of FMLA leave during a twelve month period in order to care for a "next of kin" who is a military service member suffering from a serious illness or injury received in the line of duty. It also provides the FMLA's standard twelve weeks of leave during a twelve month period for a "qualifying exigency" related to an immediate family member's call to active duty in the military.

### **Calculating the Year**

The County calculates the year in a rolling 12-month period measured backward from the date the FMLA leave commences.

### **Eligibility**

To be eligible for leave under this policy, an employee must meet the following conditions: (1) the employee must have worked for the County for at least 12 months, or 52 weeks (which need not be consecutive), and (2) worked for at least 1,250 hours during the preceding 12-month period prior to the date when FMLA leave is scheduled to begin. Paid vacation, personal or sick leave, holidays, unpaid leave and period of layoffs are not counted for purposes of the 1,250 hours test.

The Supervisor/Department Head, in coordination with the Human Resources Director, will make the eligibility determination at the time of the leave request. For employees not eligible for family and medical leave, the Appointing Authority will allow leave as permitted in the Ohio Revised Code. Except for those employees designated as highly compensated employees, employees will be returned to the same or to an equivalent position upon their return from leave.

### **Qualifying Reasons for Taking Leave**

The County will grant an eligible employee FMLA leave for the following reasons:

1. Upon the birth of an employee's child and in order to care for the child;
2. Upon the placement of a child with an employee for adoption or foster care;
3. When an employee is needed to care for a family member who has a serious health condition; or,

4. When an employee is unable to perform the essential functions of his position because of the employee's own serious health condition;
5. In order to care for a next of kin who is a military service member suffering from a serious illness received in the line of duty;
6. For a qualifying exigency related to an immediate family member's call to active duty in the military.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the County may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

### **Definitions**

"Family Member." A family member is: spouse, son, daughter, parent, or other person who stands in place of a parent (in loco parentis).

"Serious Health Condition." A serious health condition is any illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care;
2. Any period of incapacity of more than three (3) calendar days that also involves (a) two or more treatments by a health care provider or one treatment by a health care provider, or treatment by a healthcare provider on one occasion that results in a regimen of continuing treatment under the supervision of a healthcare provider;
3. Any period of incapacity due to pregnancy or for prenatal care;
4. A chronic serious health condition which involves all of the following: (a) periodic visits for treatment to a healthcare provider; (b) continues over an extended period of time; and (c) may be periodic rather than a continuing incapacity (i.e. asthma, diabetes, epilepsy). "Periodic visits" means at least two visits per year.
5. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (i.e. terminal stages of a disease).
6. Absence for restorative surgery after an accident or other injury, or for a condition that would likely result in a n absence of more than three (3) days at a later date without medical intervention at the present time (i.e. chemotherapy for cancer, dialysis for kidney disease, etc).

NOTE: A serious health condition does not include cosmetic treatment, the common cold, flu, earaches, upset stomach, minor ulcers, and headaches (other than migraines) unless inpatient care is required or complications arise.

Absences due to an employee's use of alcohol or drugs are not covered, but absences for treatment of substance abuse are covered.

“Health Care Provider.” A health care provider is any doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, clinical social worker, optometrist, nurse practitioner or nurse midwife performing within the scope of his/her practice as defined under state law. Christian Science practitioners and chiropractors are health providers to the extent defined under regulations issued by the U.S. Department of Labor.

“Highly Compensated Employees.” Top 10 percent of the highest compensated employees under each Appointing Authority.

“Next of Kin” (of a covered service member). Next of Kin means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter.

Qualifying Exigency.” The following examples (from the Department of Labor) constitute a “qualifying exigency” under the new military leave provisions of the FMLA:

1. To address issues that arise due to a short notice deployment of seven (7) days or less;
2. To attend military events sponsored by the military and/or Red Cross;
3. To arrange for child care and/or to attend non-routine school functions of the child of a covered military family member;
4. To take care of financial and/or legal affairs and matters for a covered military family member;
5. Up to five days to spend time with a covered military service member on rest and recuperation leave;
6. To attend non-health care provider counseling arising from active duty in the military;
7. To attend ceremonies incident to the return of a covered military family member for a period of ninety (90) days following military family member’s termination from active duty;
8. Any other activity arising out of a covered military service member’s call or service to active duty.

### **The Family and Medical Leave Period**

An eligible employee is entitled to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. However, the employee is entitled to no more than twelve (12) weeks of leave for one or more of the serious health conditions or qualifying exigencies as defined above.

If a husband and wife both work for the county, and are eligible for FMLA leave, they are entitled to a combined twenty-six (26) workweeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. However, a combined total of no more than twelve (12) weeks shall be taken for one or more of the serious health conditions or

qualifying exigencies as defined above. The twenty-six (26) weeks will be calculated in the same manner as leave for an individual employee.

### **Coordination of Time Off**

It is the policy of Ottawa County to utilize and exhaust all paid leave (including sick leave, vacation, personal and compensatory time) prior to unpaid leave commencing. Such paid and unpaid leave under FMLA shall equal a maximum total of 26 work weeks. An employee on an FMLA leave for his/her own serious health condition or the serious health condition of a family member would first use all paid vacation, personal or sick leave prior to using unpaid leave.

An employee on an FMLA leave for the birth of a child must first use paid sick leave for postpartum recovery following childbirth. The employee shall then use paid vacation, and compensatory time before being eligible for unpaid leave during the remainder of the 12 weeks.

For the adoption or placement of a child in foster care, the employee would use all vacation, personal and compensatory time prior to using unpaid leave.

All leave granted to an employee commences on the same date, i.e., vacation, sick leave, workers' compensation, personal, FMLA.

Additional time off beyond the required FMLA leave is at the sole discretion of the Appointing Authority.

The County Policies for using sick leave, vacation, etc. must be followed when using FMLA. For example, if an employee is utilizing paid sick leave for an intermittent FMLA leave, the employee is required to notify the Supervisor/Department Head as with any other sick leave of absence.

### **Intermittent Leave**

Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the leave/treatment so as not to disrupt unduly the Department's operations.

### **Employee Responsibility/Notice Requirements**

The requirements for employee notice, whether foreseeable or unforeseeable, must provide sufficient information for the Supervisor/Department Head to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.

Foreseeable Leaves. The employee must provide the Supervisor/Department Head at least thirty (30) days advance notice in writing by completing the County Request for Leave Form before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member.

If thirty (30) days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

*As soon as practicable* means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

Unforeseeable Leaves. If the need for FMLA leave is not foreseeable, the employee must notify the Supervisor as soon as possible and practicable. In emergencies, the employee or a family member should contact the Supervisor and provide information by phone or fax and provide a phone number where he/she can be reached.

Upon returning to work following an unforeseeable absence, the employee must complete a Request for Leave form giving notice and a reason for the leave. The employee shall provide sufficient information for the Supervisor/Department Head to reasonably determine whether the FMLA may apply to the leave request.

Failure of the employee to provide timely certification may result in denial of leave until certification is received in the case of foreseeable leaves. In an unforeseeable leave situation, continuation of leave may be denied until certification is received. If certification is never submitted, time off receives no FMLA benefits or protections.

#### Supervisor/Department Head Responsibilities/Notice Requirements.

Written notice must be given to the employee within five (5) days of having sufficient information to make a determination of FMLA qualifying event. If leave has begun and the employee is absent, the written notification shall be mailed to the employee's address of record. This notice must provide the employee with information as to whether or not the leave is protected under the FMLA and the amount of leave counted against the employee's leave entitlement. For intermittent leaves, supervisors must notify employees every thirty (30) days of the amount of FMLA leaved during that 30-day period.

#### **Proof of Necessity for Leave**

Medical Certification. The County may require an employee to provide a doctor's certification of the serious health condition at the time that leave is requested, periodically during the leave, and prior to returning to work following leave.

The employee must respond to such a request within 15 days, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of

continuation of leave. Medical certification is to be provided on the form available from the County Human Resources Director.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

Periodically during an employee's leave, the County may require the employee to provide continuing certification of the employee's serious health condition, or the serious health condition of an employee's family member and the need for the employee to care for that family member.

Second Opinions. The County may require that the employee get a second opinion from an independent medical provider. The County will select and pay for the second opinion. If the two opinions conflict, the conflict may be resolved by a third opinion by a provider agreed to by the County and the employee which shall be considered final and binding. The County will pay for this opinion.

### **Transfer to Alternative Position or Reduced Work Schedule**

In all cases of intermittent and reduced scheduled leave, the County reserves the right to require the employee to transfer to another position that better accommodates the employee's need for leave and/or the County's operations. This decision is at the sole discretion of the Appointing Authority as employer.

The County also reserves the right to transfer an employee to another position whenever an employee's use of leave for one or more qualifying reasons is so frequent and intermittent that it is impossible to predict and schedule for coverage. This is not required on the part of the employer.

### **Confidentiality**

The County will follow the confidentiality rules of the Americans with Disabilities Act (ADA) for all FMLA-related information. This information will be used only in making leave decisions.

### **Benefits**

During the leave, paid or unpaid, the County will maintain the employee's coverage for health insurance benefits.

If the employee is on paid FMLA leave, the County will continue to deduct his/her portion of the premium(s) normally deducted from the individual's pay check.

If the employee is on unpaid FMLA leave, payments for the employee's portion for insurance premiums must be received upon expiration of the FMLA leave. The total amount due will be deducted from the employee's first paycheck following return to work. If the employee does not return to work upon expiration of the FMLA leave, the employee will be billed for the outstanding insurance premiums.

If the employee does not return to work for any reason other than a continued serious health condition or for circumstances beyond his/her control, the County may recover its share of health insurance premiums paid on the employees behalf during the period of unpaid FMLA leave. The employee will be billed for such balances. An employee who returns to permanent full-time work for at least 30 consecutive calendar days is considered to have returned to work.

Life insurance premiums will be paid by the County for employees while on FMLA .

Other benefits (vacation, sick leave) will continue to accumulate during paid leave.

### **Reinstatement**

Employee Status after Leave. An employee taking FMLA leave under this policy will be returned to his/her same position or to a similar position at the election of the County unless the employee would have been terminated in the absence of FMLA leave due to layoff, job abolishment, or insufficient funds. An equivalent position is one that is the same or which entails substantially equivalent skill, effort, responsibility and authority. The taking of FMLA leave will not result in any loss of benefits or conditions of employment accrued prior to the beginning of the leave period.

If an employee is unable to return to work following an approved FMLA leave, the employee may request a disability separation if he/she qualifies, or employment may be terminated.

Doctor's Release. If an employee takes FMLA leave for a serious health condition or there is any question regarding the employee's ability to safely perform the job, the employee must provide certification from the physician allowing the return to work prior to reinstatement at least one week prior to the employee's anticipated date of return to work.

An employee required to obtain a fitness for duty must do so at the employee's own expense. Failure to provide timely certification of fitness for duty may result in a delay of return to work, and the continued time off may not count as FMLA leave. In such cases the employee may be subject to termination under the County's policy concerning absence without leave.

Periodic Reporting. An employee on FMLA leave is required to report weekly to his/her Supervisor on his/her status and intent to return. During the leave, the County also may require that an employee re-certify the medical condition that caused the employee to take leave when the County obtains information that casts doubt on the continuing validity of the employee's original certification, when the employee requests an extension of leave, or when circumstances have changed.

COBRA. When an employee notifies the County that he or she is not returning from FMLA leave, the County will terminate the employee's benefits, if continued, upon notification. The employee will be entitled to continuation of insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Notification of COBRA rights, election forms, rates and deadline information will be mailed to the employee's home address.

Failure To Return To Work. Employees who fail to return to work after the FMLA leave are deemed as voluntarily terminating their employment. Any balances of pay due (vacation, compensatory time, etc.) will be paid on the next pay date after termination.

Further Information. The Supervisor/Department Head or the Human Resources Office may be contacted for additional information or clarification on this policy or to obtain forms as needed.