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A COLLECTIVE BARGAINING AGREEMENT

between

**THE PORTAGE COUNTY COMMISSIONERS
PORTAGE COUNTY NURSING HOME
(THE WOODLANDS AT ROBINSON)**

and

AMERICAN FEDERATION OF STATE, COUNTY

and

MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 3630

Effective: July 1, 2010

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ARTICLE 1
PREAMBLE

1.01 This Agreement is hereby entered into by and between the Portage County Nursing Home/The Woodlands at Robinson, Portage County Commissioners, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3630, hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of wages, hours, terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the residents and citizens of Portage County; and 4) to provide a basis for the peaceful adjustment of grievances or other matters of mutual interest by means of amicable discussion.

ARTICLE 3
MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respects the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and

authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 **RECOGNITION**

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms and all conditions of employment in the following classifications:

INCLUDED:

All full-time and part-time employees of the Portage County Nursing Home, The Woodlands at Robinson including Activity and Social Service Assistant, Assistant Activity Director, Clinical Record Coordinator, Cook 2, Custodial Worker, Environmental Aide, Environmental Services Worker, Food Service Worker, Housekeepers, Laundry Worker, Licensed Practical Nurses, Maintenance Repair Worker 1, Nursing Assistant, Typist 2.

EXCLUDED:

All management level employees, professional employees, confidential employees, and supervisors as defined in the Act, all seasonal and casual employees as defined by the State Employment Relations Board, including Activity Director, Administrator, Building Maintenance Supervisor, Personnel Coordinator (one confidential employee), Director of Nursing, Food Service Supervisor, Environmental Supervisor, Medical Director, Nurse, Nurse Supervisor, Office Manager, Director of Social Services.

4.02 The Employer shall notify the Union within ten (10) days of the establishment of any newly created job classifications. Upon written request of the Union the parties shall meet for the purpose of determining whether the classification is in the bargaining unit, and, if so, negotiating the appropriate wage rate.

4.03 Supervisors may perform work to instruct or train employees, in a bonafide emergency when bargaining unit employees are not readily available, or to the extent that they have performed such work prior to this Agreement. Work by supervisors shall not operate to eliminate bargaining unit classifications, or jobs, or eliminate overtime opportunities.

ARTICLE 5 **NON-DISCRIMINATION**

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the

basis of race, color, creed, national origin, age, sex, disability, politics, or marital status.

5.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 6 **DUES DEDUCTION**

6.01 The Employer agrees to payroll deductions of Union dues, fees, or assessments in accordance with this Article for all employees eligible for the bargaining unit.

6.02 The Employer agrees to deduct regular payroll deductions of dues, fees or assessments once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments 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 Employer.

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

6.04 The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of dues deduction authorization.

6.05 The Employer shall not be obligated to make dues deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions.

6.06 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be

corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

6.07 The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes, dues deductions, fees or assessments.

6.08 The Employer agrees to remit a copy of all new Dues Deduction Authorization Forms and lists of employees from whose pay deus were deducted along with a warrant in the aggregate amount of the deductions to AFSCME Ohio Council 8 within fourteen (14) days from the payroll date of dues deduction. A copy of the list of employees from whose pay dues were deducted shall be sent to the Local Union, and Ohio Council 8 Regional Office.

6.09 Effective November 1, 1992, all employees who, sixty-one (61) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union.

All employees hired on and/or after November 1, 1992, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees, who are not members of the Union, are required as a condition of employment, to pay the fair share fees, a separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section .08 of this Article.

Any employee, as defined in paragraph 1 of this Article, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union had notified the Employer and the employee in writing, by certified mail, of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer and the Board of Commissioners from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings, arising out of the Employer's agreement with the Union contained in Section .09 of this Article.

ARTICLE 7

NO-STRIKE/NO LOCKOUT

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly call,

sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and advise all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

7.04 It is further agreed that any violation of the above may be automatic and sufficient grounds for immediate discharge or other disciplinary action.

7.05 The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this agreement.

ARTICLE 8

EMPLOYEE REPRESENTATION

8.01 Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this agreement, shall be known as stewards and each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

The Union shall designate the shift and area to be represented by each steward and shall notify the Employer of such in writing.

8.02 There shall be a grievance committee comprised of the Union President, Vice President and three (3) stewards only one of whom shall be permitted to process advance grievances during working hours without loss of pay.

8.03 Upon notification to and approval of the supervisor, stewards shall be permitted to investigate and process grievances, including discussions with staff representatives, during working hours without loss of pay. Such approval shall not be unreasonably denied.

8.04 The Union will notify the Employer of the names of Union officers and stewards. The Union will also notify the Employer of changes that take place.

ARTICLE 9
UNION BULLETIN BOARDS

9.01 The Employer shall provide bulletin boards throughout various departments of the Employer for use by the Union. The bulletin boards may be used for posting Union literature and Union information. These bulletin boards shall be located at the following locations:

1. Locker Rooms and
2. Break Room

ARTICLE 10
UNION ACTIVITY

10.01 Accredited representatives of the Union shall have access to the Employer's facilities for the purpose of investigating grievances, meeting with Union representatives and/or Employer representatives, and employees concerning matters covered by terms of the agreement.

Accredited representatives must first notify and obtain the permission of the Administrator, which permission shall not be unreasonably denied.

ARTICLE 11
UNION CONVENTIONS AND CONFERENCES

11.01 At the request of the Union, the Union President, Vice President and one (1) other employee shall be permitted time off without pay to attend a Union related activity not to exceed three (3) days.

ARTICLE 12
EMPLOYEE ORIENTATION

12.01 Upon hire the Union will be permitted to provide a Union orientation packet to each new employee.

12.02 Upon completion of probationary period new hired employees shall be given a copy of this agreement shall be responsible for familiarizing themselves with its contents.

12.03 Current employees shall be given a copy of this agreement and shall be responsible for familiarizing themselves with its contents.

ARTICLE 13
LABOR-MANAGEMENT COMMITTEE

13.01 A Labor-Management Committee composed of not more than three (3) Union representatives, one of who shall be a Union officer, and two (2) Employer representatives, shall meet quarterly, or more or less frequently as necessary, at mutually agreed upon times to discuss and make recommendations that:

- a. Will further good relations between the parties;
- b. Will eliminate or alleviate various problems that arise from time to time;
- c. Will further safety and address safety issues in all areas including the topic or workloads; and
- d. Will establish a line of communication between the parties for the benefit of all.

13.02 Prior to convening a Labor-Management Meeting, the Union President and the Department Head shall establish the meeting's agenda.

ARTICLE 14
JOB DESCRIPTION

14.01 Each employee shall be provided with a copy of his/her complete job description upon request.

14.02 Copies of all job descriptions of bargaining unit positions shall be made available to the Union. The Employer shall inform employees of any changes in the job descriptions, at least 7 work days prior to the effective date of such change.

14.03 The employee shall be required to sign his/her job description upon receipt. The employee's signature shall indicate that the employee has received the description, and that the employee understands what duties and/or responsibilities will be expected of him/her in that position.

ARTICLE 15
WORK RULES

15.01 The Union and employees shall be notified in writing of any new work rules or revisions of rules not less than five (5) work days prior to the effective date of such rules. Copies of new or revised rules shall be available for inspection by employees at the time no notification. Upon request of the Union, the Employer shall meet with the Union and discuss such rules.

15.02 The parties agree that all work rules shall be reasonable, and shall be reasonably applied and enforced.

ARTICLE 16
EMPLOYEE LIABILITY

16.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the Portage County Nursing Home, dba Woodlands at Robinson.

16.02 The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

16.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

ARTICLE 17
EMPLOYEE EVALUATION

17.01 Each full-time employee shall be evaluated upon completion of his/her ninety (90) days of his employment. Each part-time employee shall be evaluated upon completion of his/her one hundred twenty (120) days of employment. Thereafter, employees shall be evaluated once each calendar year, in the anniversary month of his/her employment. The employee shall be given an opportunity to examine all evaluations and discuss the findings with his/her supervisor, and to sign the evaluation form to indicate that he/she has done so. In the event any employee refuses to sign an evaluation form, it shall be so noted on the evaluation form by the employee's supervisor and a witness.

The employee shall receive a copy of the evaluation at the time of review. Nothing herein creates an expectancy of employment throughout an employee's probationary period. The Employer reserves the right to terminate employment at any time during newly hired probation with or without cause.

17.02 Any additional comments, statements, or objections by the employee to the evaluation, may be submitted on an attached memorandum. Employees will receive a copy of all evaluations and memorandums. Such memorandums must be signed by the employee. Employee signature does not mean concurrence with the memorandum, only that the employee has seen and received a copy of the memorandum and evaluation.

ARTICLE 18
PERSONNEL RECORD

18.01 An employee shall have the right to inspect his personnel record upon prior notification

to the Administrator or the Department Head. The employee may compile, date and insert in said record, a list of the documents he finds therein.

18.02 Upon request, an employee will receive copies of materials placed in his personnel record file. Any material in the employee's personnel record which has not been seen or signed by him, or a copy sent to him will not be used against him. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the materials, but does acknowledge he has seen it.

18.03 An accredited "Union" representative of AFSCME shall have the right to inspection of an employee's personnel record subject to the notification as provided under Section 2 and written approval by the employee.

18.04 Records of disciplinary action resulting in time off which are two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file if there has been no occurrence of a similar type incident within the two (2) year period.

18.05 Records of disciplinary action not resulting in time off which are one (1) year old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file if there has been no occurrence of a similar type incident within the one (1) year period.

ARTICLE 19

PROBATIONARY PERIOD

19.01 The probationary period for all newly hired full-time employees shall be ninety (90) days. The probationary period for all newly hired part-time employees shall be one hundred twenty (120) days.

Newly hired employees shall have no seniority during the probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

The above probationary periods may, at the Employer's discretion, be extended by the number of days absent during such periods.

19.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

Promotional probationary employees reduced to their previous classification shall be given written reasons for such reduction.

19.03 On a quarterly basis, the Employer will furnish the Union a list of new hires or as changes occur showing name, address, date of hire, starting rate, department, and classification. The Employer shall also furnish this same information to the Union each quarter for employees who have completed their probationary period, been terminated, promoted or transferred.

ARTICLE 20 **SENIORITY**

20.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

20.02 An employee's seniority shall be terminated when one or more of the following occur:

- a. he resigns;
- b. he is discharged for just cause;
- c. he is laid off for a period of time exceeding twenty-four (24) months;
- d. he retires (without loss of applicable benefits);
- e. he fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. he becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g. he refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

20.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

ARTICLE 21 **HOURS OF WORK**

21.01 The normal work schedule period for all full-time employees, except as otherwise provided herein, shall be forty (40) hours, inclusive of time allotted for lunch periods during the seven (7) day period starting Sunday 12:01 a.m. and ending at 12:00 Midnight the following Saturday. The normal work period for LPN's shall be thirty-two (32) hours inclusive of time

allotted for lunch periods during the seven (7) day period starting Sunday, 12:01 a.m. and ending at 12:00 midnight the following Saturday. An employee's normal work schedule shall not be altered simply because a holiday falls within that schedule. However, all full-time employees recognize that during work schedules which include a holiday, an employee may not receive alternative weekends off, as provided in Paragraph 21.09. So long as reasonably possible and subject to paragraph 22.04, employees may work their set days off, in order to receive alternative weekends off as provided in paragraph 21.09.

21.02 The normal work reporting period for all employees, except as otherwise provided herein, shall be the seven day period beginning Sunday 12:01 a.m. and ending 12:00 midnight the following Saturday.

21.03 The normal work day for all full-time employees shall be eight (8) hours. The normal work day for the Dietary Department shall be 5:30 a.m. to 1:30 p.m. (Day shift) and 12:00 p.m. to 8:00 p.m. (Afternoon shift). Employees, in any department, who work after 3:00 p.m. shall be entitled to a shift differential payment per Article 30.04

21.04 All employees shall be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time unless provided elsewhere in this Article or necessitated by unusual conditions. The employee affected and the Union will be notified of any such changes as soon as reasonably possible before it becomes effective.

21.05 Employees other than those who are a part of the Nursing Staff shall be allowed a thirty (30) minutes paid lunch period. Meal periods shall be scheduled as close as possible to the middle of each shift. Employees who are part of the Nursing staff shall be required to report for a fifteen (15) minute daily information session prior to the beginning of their shift re receive information concerning the current status of the residents they are caring for. This shall be part of their work day, and any failure to report timely to receive this information shall be considered an attendance violation for which appropriate discipline may result. Employees who are part of the Nursing staff shall also receive a thirty (30) minute lunch break, and shall be paid for fifteen (15) minutes of that break, as well as for their attendance at the daily information session.

21.06 All employees shall be granted two (2) fifteen (15) minute break periods. That break period shall be scheduled as close as possible to the middle of each one-half ($\frac{1}{2}$) shift.

21.07 All employees shall be granted a five (5) minute personal cleanup period prior to the end of each work shift, as arranged by supervisory personnel. The Employer shall make the required facilities available and adequately maintained.

21.08 Department schedules shall be posted no later than noon on the Thursday prior to the start of the period covered by the schedule in question. Deviations generally will not be made unless necessitated by unusual conditions.

21.09 All full-time employees in all appropriate Departments and Classifications shall be placed on a schedule providing for every other weekend off except as may be agreed otherwise by the Employer and the Union. Such weekend schedule shall be maintained as a minimum weekend schedule for all full-time employees for the duration of this agreement.

21.10 Two full-time employees who are in the same job classification, may permanently exchange shifts if they make this request of the Administration, submit a statement in writing confirming this to be their intention. No full-time employee may "permanently trade shifts" under this section more than once per calendar year.

21.11 In the event an employee who has taken sick leave and/or vacation leave and who later works (an) additional shift(s) during the same two week period during which their sick leave/vacation leave was taken, shall be re-credited with amount of sick leave/vacation leave taken to reduce their pay during that two week period to eighty (80) hours.

ARTICLE 22 **OVERTIME**

22.01 Employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in any one (1) work schedule period, as defined in Section 21.01 above. Employees shall also be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours actually worked in excess of eight (8) consecutive hours per day. Payment shall commence at the time the employee reports to work. Time actually worked on the seventh (7th) day of actual work in any one (1) work schedule period shall be paid at two (2) times the employee's regular hourly rate of pay.

Part-time employees in the Nursing Department shall not be scheduled to work more than eight (8) hours in a twenty-four (24) hour period (from start time to start time) unless they volunteer.

22.02 "Hours actually worked" shall include only those hours during which an employee actually worked on behalf of the Employer and/or those hours an employee is on approved holiday(s). It shall not include any vacation days, personal days or sick leave or funeral leave taken, nor any other time for which the employee may be paid without actually having worked.

22.03 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the effected department.

22.04 The Employer shall maintain two (2) overtime rosters; one (1) roster for those employees not wanting to be called for casual overtime and one (1) roster for those employees wanting to be called for overtime. The Employer shall attempt to fill its overtime needs from the voluntary overtime roster first. In the event an insufficient number of employees accept the overtime work

or the employees accepting the overtime work are, at the Employer's discretion, unable to either efficiently or adequately perform the work, the Employer may mandate the overtime work in all departments to those individuals who are in the Building it determines are necessary to adequately and efficiently perform the work. Overtime shall be equalized separately, per classification. The Employer shall make a good faith effort to exhaust all available resources prior to mandating overtime. The Employer shall attempt to give advance notice of mandatory overtime as soon as possible under the circumstances.

22.05 Any monthly record of the overtime hours worked by such employees shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) work(s) the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly. An employee who refuses and/or is unavailable for overtime on three (3) consecutive occasions, shall be permanently removed from the roster of those employees wanting to be called for overtime, and placed on the roster of those employees not wanting to be called for overtime. An employee may request, in writing, to be reinstated to the overtime list six (6) months after the initial date that their name was removed from the overtime list.

22.06 For purposes of this Article only, an employee who has reported sick, taken a personal day off or failed to report for work on a day when overtime hours are offered shall, for purposes of overtime equalization only, be credited with the offered overtime hours as if he had actually worked the overtime hours.

ARTICLE 23 **HOLIDAYS**

23.01 All employees shall receive the following paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
One Personal Day each four months	

23.02 In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday; in the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday, where appropriate.

23.03 Employees scheduled who work on the aforementioned holidays shall receive one and

one half (1 ½) times their regular hourly rate, in addition to their regular pay.

23.04 Personal days are not cumulative and shall be forfeited if not taken as time off during the four months for which they are earned. Personal days may be taken off with five (5) days prior written notice to the Employer, except in the event of an emergency.

23.05 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his last scheduled workday before the holiday, the first scheduled work day after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless specifically excused from work by the Employer.

23.06 Full-time employees scheduled off on a designated holiday shall receive eight (8) hours holiday pay.

23.07 Part-time employees must work on the holiday to qualify for the holiday pay. When working a holiday, part-time employees will receive one and one-half (1 ½) times their hourly rate of pay in addition to the holiday pay for which they are eligible.

23.08 If a holiday occurs during an employee's period of paid sick leave or paid vacation, the employee will receive holiday pay and the vacation or sick leave will not be charged for that day or the vacation can be extended the additional day or days.

23.09 Holidays shall be scheduled off on an equitable basis and there shall be no discrimination regarding holidays being scheduled off.

ARTICLE 24 **VACATIONS**

24.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

<u>UPON COMPLETION OF</u>	<u>DAYS</u>
1 year	80 hours
8 years	120 hours
15 years	160 hours
25 years	200 hours

Each part-time employee shall earn that portion of the vacation time stated above which is proportional to the amount of time worked, i.e., if the employee works 1040 hours over the course of the year, he/she shall be entitled to one-half of the vacation credit reflected above.

24.02 Earned vacation shall accrue on an hourly basis, based on the employee's anniversary

date in accordance with the above schedule, providing the employee is employed by the Employer at that time.

24.03 Employees shall select vacation time off, by seniority, not later than the end of April, annually. In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Employer, and on a first come, first served basis. The Employer shall respond within ten (10) days of the request and provide a copy to the employee.

24.04 Prior service with any political subdivision of the state, excluding Portage County, shall not be used in determining service credit for purposes of vacation accumulation.

24.05 A bargaining unit employee who leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave. Such benefit will be provided within thirty (30) days after written notice is given the County.

24.06 If any employee dies while in the employ of the County, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, paid then to the employee's estate.

24.07 In the event that a holiday as defined, herein, falls within an employee's paid vacation period, such employee shall receive holiday pay in accordance with Article 23, section 23.08.

ARTICLE 25 **SICK LEAVE**

25.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

25.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

25.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, except the afternoon or night shift which shall report at least three (3) hours before, unless extenuating circumstances prevail.

25.04 Sick leave may be used in segments of not less than one (1) hour.

25.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designed by the Department Head and paid for by

the Employer. In any event, an employee absent for more than three (3) work days, or for any patterned weekend day call-off may be required to supply an original physician's report to be eligible for paid sick leave. (Photocopies of physician's reports are not acceptable.) Any employee required to present a physician's report must do so before they will be permitted to return to work for his/her next shift.

25.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's reasonable discretion, be considered an unauthorized leave and shall be without pay and cause for disciplinary action.

25.07 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

25.08 The Department Head may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

25.09 When the use of sick leave is due to illness, injury, or death in the immediate family, "immediate family" shall be defined to only include the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, a legal guardian or other person who stands in place of a parent.

25.10 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Auditor, providing that such resulting number of hours to be paid shall not exceed two hundred forty (240) hours.

ARTICLE 26

FUNERAL LEAVE

26.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, one of which must be the day of the funeral.

26.02 "Immediate Family" shall be defined as including an employee's spouse, parent, child,

sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, a legal guardian or other person who stands in place of a parent.

ARTICLE 27
UNPAID LEAVES OF ABSENCE

27.01 An employees who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to brant the leave or the length of the leave period will be at the discretion of the Employer due consideration given to the reason and evidence presented by the employee to the Employer. Except in the case of a requested disability leave, the Employer may deny any leave of absence request for more than one (1) year without further reason. In the case of a requested disability leave for longer than one (1) year, the employee requesting such leave must also present medical indication that it is likely they will be able to return to their position upon the completion of the requested leave.

27.02 All leaves of absence of five (5) days or more (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave. An employee who is granted such leave shall not accrue any benefits during his absence, including seniority. Health care benefits shall continue for the period set forth in the Portage County Health Benefit Plan.

27.03 Leaves of absence will not be granted for the employee to seek employment with another Employer, nor shall any employee work for another Employer during the time period he is on leave. Any employee who works for another Employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

27.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

27.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

27.06 Employees absent from work without authorization or approval shall be considered on an

unauthorized leave. An unauthorized leave for a period of more than two (2) eight (8) hour consecutive working days may, at the Employer's discretion, subject the employee to disciplinary action, including discharge.

27.07 The Employer agrees to extend all applicable provisions of the Federal Family and Medical Leave Act.

ARTICLE 28

PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS LEAVE

28.01 Pregnancy and childbirth leaves shall be treated as sick leave, except as otherwise provided herein.

28.02 The Employer, upon written request of a pregnant bargaining unit employees, shall grant such employee a leave of absence without pay, subject to the following:

A. LENGTH OF LEAVE

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable predelivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

B. PHYSICIAN'S CERTIFICATE

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

C. SICK LEAVE USAGE

Upon request, a pregnant employee shall be permitted to use any or the entire employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as provided under Article 27, Unpaid Leaves of Absence.

D. VACATION LEAVE USAGE

A pregnant employee shall, upon request, be permitted to use any or all of the employee's

accumulated vacation leave at any time prior to or following childbirth.

E. REQUEST FOR LEAVE

Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this article is administered by the Nursing Home and its internal line of supervision.

ARTICLE 29
INSURANCE

29.01 The Employer will provide to employees the same medical insurance coverage, and upon the same terms and conditions, if any, as that provided by the Portage County Commissioners for their other County employees, effective July 1, 2005.

29.02 Effective January 1, 2009, the Employer will pay \$42.00 per month for each bargaining unit employee to the AFSCME Care Plan for dental level II-A (\$34.00), life insurance (\$7.50) and hearing aid benefits (\$.50) for each full time bargaining unit member regularly scheduled 40 hours/week and each LPN regularly scheduled 32 hours/week.

ARTICLE 30
WAGES

30.01 Effective first full pay period after July 1, 2010 through June 30, 2011, employees shall receive wages in accordance with the current schedule. The parties agree to reopen §30.01 on or about April 1, 2011 for further negotiations.

CLASSIFICATION	START	90 DAYS	2 YEARS	4 YEARS
LPN	16.40	17.19	17.40	17.64
Maintenance Repair	10.78	11.19	11.41	11.47
Typists 2	9.92	10.78	10.96	11.05
Cook 2	9.87	10.53	10.73	11.00
Nursing Assistant	9.51	9.91	10.05	10.35
Environmental Aide	8.86	9.56	9.74	10.06
Assistant Activity Director	9.25	9.97	10.15	10.25
Custodian & Laundry/Housekeeper Environmental Aide	8.86	9.56	9.74	10.06
Food Service Worker	8.60	9.30	9.50	9.74
Clinical Record Coordinator	11.11	11.81	12.31	12.81

30.02 A shift differential of \$.20 per hour shall be paid to all employees whose regularly scheduled shift is between the hours of 3:00 p.m. and 11:00 p.m. (Afternoon Shift). A shift differential of \$.25 per hour shall be paid to all employees whose regularly scheduled shift is between the hours of 11:00 p.m. and 7:00 a.m.

30.03 Employees transferring to different positions shall receive the starting rate for that position and progress per the above timeliness (i.e. start - 120 days - 2 years - 4 years).

ARTICLE 31 **UNIFORM ALLOWANCE**

31.01 All full-time employees shall be entitled to an annual uniform allowance of two hundred fifty (\$250.00) dollars, one-half (½) payable in January and one-half (½) payable in July. Employees must submit receive to qualify for the allowance.

31.02 All part-time employees shall be entitled to an annual uniform allowance of one hundred (\$100.00) dollars, one-half (½) payable in January and one-half (½) payable in July.

31.03 No probationary employee shall receive any uniform allowance until the January or July following the completion of their probationary period.

31.04 Uniform style and color will be at the discretion of the Employer. Any changes will be shared no less than three (3) months prior to the next scheduled uniform allowance distribution.

ARTICLE 32 **CALL BACK PAY**

32.01 Any employee called into work after their off-duty hours, shall be guaranteed a minimum of three (3) hours of pay, or work at the appropriate rate, so long as such time does not abut or overlap the employee's regularly scheduled shift.

ARTICLE 33 **REPORT IN PAY**

33.01 An employee who reports to work on a scheduled work day shall be provided a minimum of four (4) hours work or pay in his regular classification.

33.02 When the workforce is to be reduced during a shift, the reduction shall be done in reverse order of seniority with volunteers requested first. Prior to any grievances being filed, management shall be afforded two (2) rotations to correct any inequity.

ARTICLE 34
TRAINING

34.01 Any employee who desires to attend job related training courses or schools, may so notify the Employer, not less than two (2) weeks prior to the commencement of the course or school.

34.02 Attendance at such course or school shall be at the discretion of the Employer.

34.03 The Employer agrees to reimburse employees for approved expenses incurred pursuant to paragraph .01, above, only if the employee meets or exceeds the following criteria:

- a. The employee successfully completes the course or school attended by obtaining a passing grade at 75% or better, and obtains the licenses or certificate for which the school or course was given.

ARTICLE 35
CONTRACTING OUT/SUBCONTRACTING

35.01 The Employer reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that, in the Employer's sole discretion, performance by bargaining unit members is impractical.

35.02 Such contracting out of subcontracting shall not be done for the sole purpose of reducing the employees work week, or hourly rates of pay, or eroding of job classifications.

35.03 The Employer agrees to notify the Union in the event this Article is utilized.

The use of agency employees shall not be prohibited where such use is to maintain staffing efficiency and patient care, but will not be used to avoid hiring.

ARTICLE 35A
WELFARE TO WORK PARTICIPANTS

35A.01 The Employer reserves the right to utilize welfare/workfare personnel in situations where necessary work is either not being performed or not performed in a timely manner or in such cases where the work is of such an extensive nature that, in the Employer's sole discretion, performance by bargaining unit members is not practical.

35A.02 The use of welfare/workfare personnel shall not be done for the sole purpose of reducing the employees' work week,, or hourly rates of pay, or eroding of job classifications.

35A.03 The Employer agrees to notify the Union in the event welfare/workfare personnel are utilized.

The use of welfare/workfare personnel shall not be prohibited where such use is to maintain staffing efficiency and patient care, but will not be used to avoid hiring.

ARTICLE 36
SAFETY AND HEALTH

36.01 The Employer shall make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment. Employees shall have access to adequate first aide equipment, and information as to whom shall administer such first aid equipment. The Employer shall take reasonable steps to see that proper hearing, ventilation and sanitary facilities shall be provided and kept in good condition. All equipment shall be maintained in safe operating conditions at all times to the extent possible.

36.02 In the event an employee becomes ill or injured during working hours, any medical treatment and medication provided the employee shall be without cost to the employee.

ARTICLE 37
CONTAGIOUS DISEASE

37.01 In the event that a patient develops a disease of a contagious type, or is suspected of being contagious, employees who are expected to render direct patient care to that individual shall be immediately notify that the patient is or may be contagious, and the type of precautionary measures to be taken prior to giving direct patient care to said patient.

ARTICLE 38
MEDICALLY RESTRICTED EMPLOYEE

38.01 Employees who suffer a worker's compensation illness or injury and who are unable to perform job duties of the employee's regular classification, may, at the Employer's sole discretion, be provided employment in a position compatible with the employee's illness or injury, to the extent that such may be available.

ARTICLE 39
VACANCIES AND JOB POSTINGS

39.01 When the Employer determines that a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards and provide a copy to the Union Steward. Said postings shall remain posted for a period of seven (7) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, the date of the posting and bid deadline date, hours of work, shift assignment and

minimum qualifications. The Employer shall only be required to post each vacancy one (1) time per job opening.

39.02 Any employee wishing to apply for the posted vacancy must sign the posted notice by the end of the posting period in order to be considered for the position.

39.03 The following guidelines shall apply to those employees who apply for the vacancy position:

- A. The vacant position shall first be offered to the most senior post probationary employee within the classification that the vacancy occurs.
- B. If no employee from within the vacant classification applies, then the best qualified most senior applicant may be awarded the position.
- C. An employee's seniority date shall be determined by the employee's last date of hire. The term "classification" means those positions referenced in the paragraph 4.01 - Included.
- D. Nothing herein requires the Employer to fill a vacant position and the respective qualifications for any such vacancies are to be determined by the Employer.

39.04 When a vacancy is filled by an internal applicant and the successful applicant's job is now vacant, that job shall be posted and bid. However in the event that a further opening is created, the nursing home administration can fill that vacancy with the person of their choice.

39.05 The effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

39.06 Nothing in the Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a sixty (60) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis. This provision will not be used for the sole purpose of avoiding overtime, where applicable.

39.07 An employee who is awarded a new job title shall be required to satisfactorily complete a one hundred twenty (120) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at his prior rate of pay.

39.08 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

39.09 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

39.10 All Nursing Staff and employees in the Housekeeping Department shall be regularly assigned to the same job assignment. The Employer believes this will provide consistency for residents and staff.

39.11 Each Nursing Staff and/or Housekeeping Department employee will be assigned to a specific "wing" assignment which will be considered a permanent assignment for that individual.

39.12 These assignments can be modified by the Employer in emergency situations for the benefit of the residents and efficient operation of the Nursing Home.

39.13 Among the Nursing Staff, assignments will be made in groups of two employees so as to maximize the employees ability to provide assistance for transfers, lifting, etc.

39.14 Whenever it is determined that an employee is having difficulty performing on a job assignment, experiencing conflict with the patient, etc., management will first intervene with measures intended to resolve the conflict. In the event that the difficulties cannot be resolved, the Employer will reassign the employee to a more amenable assignment.

ARTICLE 40 **LAYOFF AND RECALL**

40.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth, below.

40.02 Employee(s) within the effected classification shall be laid off according to their classification seniority with the least senior employee within that classification being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the effected classification are laid off first in the above respective order.

40.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated classification within the Department.

40.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated classification pursuant to the provisions of paragraph .03, above.

40.05 In all cases where an employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump) at the sole discretion of the Employer.

40.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

40.07 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

40.08 Employees scheduled for layoff and the Union shall be given a minimum of fourteen (14) days advance notice of layoff, including the reason therefor.

40.09 An employee shall have the option of either accepting work in any classification into which the employee can bump or accepting the layoff at the employee's discretion.

40.10 The Employer and/or its representative(s) will not challenge an employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the employee refuses a recall to a bargaining unit position in the classification from which the employee was originally laid off.

40.11 In event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.

40.12 Employees on layoff shall be notified of openings occurring under Article 39, in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid pursuant to Article 39. It is further agreed that no new employee shall be hired into such classification ahead of laid off employees so long as the laid off employee has the skill and ability to perform the job in question, at the sole discretion of the Employer.

ARTICLE 41 **SUCCESSORSHIP**

41.01 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, sales, transfer or assignment of either party hereto, or affected, modified, altered or changes in any respect whatsoever by any

change of any kind in the legal status, ownership or management of either party hereto.

ARTICLE 42
CONFORMITY TO LAW

42.01 This agreement shall be subject to and subordinated to any applicable present and future federal and state laws only to the extent that such law so requires, and the invalidity of any provision(s) of this agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

42.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

42.03 Upon written notice by the Union, the parties shall meet within thirty (30) days for the purpose of negotiating substitute language for the invalid Article, section or portion thereof.

ARTICLE 43
AGREEMENT

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

ARTICLE 44
OBLIGATION TO NEGOTIATE

44.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals which respect to any subject or matter not removed by law from the area of collective bargaining/ negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

44.02 Therefore, for the life of this Agreement, the Employer and the Union each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated

any signed this Agreement. However, upon mutual agreement of the parties, any subject or matter contained or not contained in this agreement may be the topic of negotiations during this Agreement.

ARTICLE 45
GENDER AND PLURAL

45.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 46
DRUG AND ALCOHOL TESTING

46.01 The Employer and the Union recognize alcohol and illegal drug usage as a threat to the public welfare and the employees of the department. Thus the Employer will take the necessary steps, including drug testing, to eliminate alcohol and illegal drug usage. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing alcohol and/or drugs. No member of this bargaining unit shall be discharged for alcohol or illegal drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

46.02 In the spirit of adopting an Alcohol and Drug Testing Program, the Employer and the Union also agree to implement an Employee Assistance Program in order to educate and counsel employees as to the effects and causes of drug and alcohol abuse.

46.03 All bargaining unit members will be fully informed of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of alcohol and/or drugs on job performance. In addition, the Employer shall inform the employees of how the tests will be conducted, what the tests can determine and the consequences of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.

46.04 The Employer may require an employee to submit to drug or alcohol testing during pre-employment testing, or upon probable cause.

46.05 Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. No positive drug test result shall be used as a basis to discipline an employee until it has been confirmed by a gas chromatography/mass spectrophotometry review. Under no circumstances may the results of drug screening or testing

be released to a third party for the use in a criminal prosecution against the affected employee, or be released to any other Employer of the employee, other than his Employer. At all times, with regard for reasons for individuals being tested and/or results of any such tests, the Employer will strive to maintain confidentiality.

46.06 Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead administrative procedures and biologic testing of the sample shall be conducted to prevent the submission of fraudulent tests. In testing which would result in employee discipline, if the test result is positive, a split sample shall be reserved for independent analysis, such as provided above. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

46.07 All drug samples shall be tested for DRUGS, as following:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamine	1000ng/ml Amphetamine	500 ng/ml GC-MS
Barbiturates	200 ng/ml Barbiturate	500 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	500 ng/ml GC-MS
Cannabis	100 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolit	150ng/ml GC-MS
Narcotics	100 ng/ml Morphine	500 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS

Any sample which has been adulterated or is shown to be substance other than urine, shall be reported as such. All drug samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released or retained by the laboratory.

46.08 Testing shall be conducted in a manner to ensure that an employee's legal drug use does not effect the test results.

46.09 All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.

46.10 An employee refusing to undergo the required testing shall be subject to disciplinary action up to and including discharge.

46.11 Any alternate testing undertaken by employees within three (3) days of a positive test will

be considered for any disciplinary purposes. If the results of the second test contradict the results of the first test, the Employer shall pay the expenses related to this test also. Any employee suspected of alcohol use and/or influence while working will have the option with the agreement of the Employer, to undergo a Breathalyzer analysis, if available, of his breath rather than an analysis of his urine.

46.12 Any discipline which shall result from a positive test shall be processed through the disciplinary procedure in this contract and shall include a first abuse offense rehabilitation program paid for by the Employer.

46.13 In the event that an employee tests positive for drug use solely as a result of that employee taking prescribed medication as directed by his/her physician, that employee shall not be subjected to discipline for illicit use of drugs.

46.14 Each person who tests positive for illicit drugs or improper alcohol use shall be medically evaluated, counseled and treated for rehabilitation, if required. In addition, at any time an employee may voluntarily enter the first offense rehabilitation program without fear of disciplinary actions against him. This program is designed to provide care and treatment to employee who are in need of rehabilitation. Details concerning treatment any employee receives at this program shall remain confidential and shall not be released to the public. The Employer shall pay for the cost of this treatment program.

46.15 When completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to random retesting upon his return to his position for a period of one (1) year from the date of his return. Any employee in the above mentioned rehabilitation or detoxification program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

46.16 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete the program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all tests and confirmatory tests shall be borne by the Employer.

46.17 For the purpose of this article, "periodic" shall mean not more than one time per eighteen (18) months, excepts that drug tests may be performed at any time upon "probably cause" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program. Once treatment and follow-up care is completed, at the end of two (2) years thereafter, if no additional incident occurs, the records of treatment and positive test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record.

46.18 A list of three (3) testing laboratories shall be maintained by the Employer which shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the Union as to any laboratories put on this list, which approval shall not be unreasonably withheld.

46.19 For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations/drug-screen testing provided for in this article.

46.20 Except as otherwise provided by the state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this shall authorize only the release of the examination results and progress reports pertaining to the drug-screening test results. No other medical finding may be released without the express written permission of the employee.

46.21 At any time, the Union, upon request, will have the right to inspect and observe any aspect of the testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

46.22 This testing program is solely initiated at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to testing. The Union shall be held harmless for the violation of any bargaining unit member's rights arising from the administration of the testing program.

46.23 Each employee has the right to challenge the results of any drug or alcohol testing in the same manner that he may grieve any managerial action.

ARTICLE 47
LEGISLATIVE APPROVAL

47.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval or pursuant to appropriate provisions of O.R.C. 4117.

ARTICLE 48
DURATION

48.01 This Agreement shall become effective at 12:01 a.m. on July 1, 2010 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2012. *RAH*

7/8/10

ARTICLE 49
DISCIPLINE

49.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

49.02 Any disciplinary action taken by the Employer shall only be for just cause.

49.03 Any disciplinary action resulting in a suspension, demotion or discharge or a non-probationary employee may only be appealed and processed in accordance with the Grievance Procedure herein contained.

49.04 The Employer shall notify the Union of any disciplinary action taken against any non-probationary member of the bargaining unit.

ARTICLE 50
GRIEVANCE PROCEDURE

50.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Grievance Procedure herein contained.

50.02 Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Grievance Procedure herein contained.

50.03 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee or Union has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The Grievance Procedure provides for a hearing by an independent arbitration as its final step;
3. The employee is entitled to representation by a Union representative at any step of the proceeding.
4. The Employer shall also be entitled to include a representative/witness of its own at any step of the procedure.

50.04 Every employee shall have the right to have his grievance presented in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination or

reprisal and, shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

50.05 For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of the Agreement.
- B. Aggrieved party - The "aggrieved party" shall be defined as only an employee, Union or group of employees within the bargaining unit actually filing a grievance.
- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in the Agreement.

50.06 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. The preparation of grievances shall be conducted during non-working hours.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance or the Union to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted provided that the adjustment is not inconsistent with the terms of this

Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer in future proceedings.

- F. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

50.07 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his steward, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally. At any step in the procedure the Employer shall also be entitled to include a representative of its own.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented as a grievance to the employee's Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the employee an answer. The Supervisor shall give his answer in writing within five (5) days of the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Administrator within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Administrator or his designee, shall convene a meeting within ten (10) days

of the receipt of the appeal. The meeting will be held with the aggrieved party, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The administrator or his designee shall issue a written decision to the employees, with a copy to the Union, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 51

ARBITRATION PROCEDURE

51.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) days period, the parties will meet to attempt to mutually agree upon an Arbitrator selected from the permanent panel created by this procedure, or the parties may agree otherwise. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the Arbitrator to hear the grievance in question.

51.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

51.03 The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

51.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

51.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. Neither party shall be responsible for any of the expenses incurred by the other party. Employee witnesses shall suffer no loss in pay.

51.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the Arbitrator shall be final and binding upon the parties.

51.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dr. John E. Drotning; 2) Lawrence Loeb, Esq.; 3) Marvin Feldman; 4) Harry Graham; 5) Nicholas Duda; 6) Peter DiLeone; and 7) Dennis Byrne.

51.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 52
EXECUTION

52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2010.

FOR THE UNION:
AFSCME, Ohio Council 8
Local 3630

Louis J. Mohr
Marcy L. Bayless
Mally Davis
Christina Vargas

FOR THE EMPLOYER:
Portage County Commissioners/
Portage County Nursing Home
(The Woodlands at Robinson)

Charles W. Keyser
Maura K. Kubit
Christopher J. Meiles

APPENDIX A
EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. **PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.**

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. The cost of the Arbitrator will be paid by the losing party.

APPENDIX B
NOTICE OF DISCIPLINARY

CURRENT LANGUAGE

TO:

FROM:

DATE:

SUBJECT: PROPOSED DISCIPLINARY ACTION

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

Department Head

APPENDIX C
APPEAL OR ACCEPTANCE OR DISCIPLINARY ACTION

TO THE EMPLOYEE:

This form must be returned within five (5) working days to the Department Head.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper).

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority/Designee Signature: _____

APPENDIX D
ATTENDANCE MONITORING AND ANALYSIS PROGRAM

The purpose of the Attendance Monitoring and Analysis Program is to eliminate excessive absenteeism and sick leave abuse. As a health care facility which operates 24 hours a day, we rely on all staff to be here on their scheduled work days.

Excessive absenteeism is a very serious problem. It is extremely costly, and it has a very negative effect upon the quality of resident care. Excessive absenteeism makes it more difficult for everyone to do their job well and sometimes makes it impossible to do the job at all. Your co-workers count on you to be responsible about making it to work, as you are scheduled, on time.

ABSENTEEISM - is defined as: any failure to report for or remain at work as scheduled, regardless of the reason. If you are not on the job as scheduled, you are absent regardless of cause. Tardiness and leaving early are also considered to be periods of absence.

If you work less than two (2) hours of an eight (8) hour shift, this will count as one (1) period of absence and not as a tardy. Three (3) times leaving early or tardy will count as (1) period of absence in determining the number of periods of absence. Absenteeism is calculated on the records which are kept and not on hearsay. Except as otherwise stated in this manual, absence is absence, regardless of reason, even for an illness for which you have a doctor's excuse.

“NO CALL, NO SHOW”: the most serious attendance problem that the Employer faces is with the employee who does not show up for work, and does not call in advance of the start of his/her shift to notify the Employer that he/she will not be coming to work (“NO CALL, NO SHOW”). Not only does this result in an inadequate number of employees to handle the work load, it provides the Employer no opportunity to replace the employee who will not be coming to work. Because of the seriousness of “NO CALL, NO SHOW”, it will be handled in a different, more severe fashion than other absences will.

The first instance of “NO CALL, NO SHOW” will result in the employee being suspended for three (3) days. The second instance of “NO CALL, NO SHOW”, regardless of whether consecutive or not, will result in the employee being suspended for ten (10) days. The third instance of “NO CALL, NO SHOW”, regardless of whether consecutive or not, will result in the employee's dismissal. In the event that the employee's failure to appear for work, and failure to notify the Employer that he/she will not be reporting for work is due entirely to circumstances beyond his/her control (i.e., the employee is stranded in the wilderness, and no telephone or other means of communication are available), it shall not be viewed as a “NO CALL, NO SHOW”.

ABSENCES will be viewed, not in terms of days, but as periods of absence or “occasions”, with the exception of “NO CALL, NO SHOW” (SEE PREVIOUS SECTIONS). An occasion is any

period of continuous absence for the same reason. FOR EXAMPLE:

- A. An absence of one (1) is recorded as one occasion or one period of absence.
- B. An absence of five (5) consecutive scheduled work days for the same reason is recorded as one occasion or one period of absence, also. Of course, an absence of this duration is subject to existing policies such as medical verification from the physician after three (3) days and regular communication from you to let us know if you are feeling better, when you intend to return to work, etc.
- C. The primary responsibility for good attendance lies with you. We expect you to try and stay healthy by taking steps to guard against illness and accidents which might keep you from work. Following infection control procedures, such as frequent hand washing, eating healthy foods and getting plenty of rest and exercise are all steps which you can take to stay healthy.
- D. NO FAULT ATTENDANCE DISCIPLINE.**
- E. While it is expected that you come to work as scheduled, we realize that there may be times when you cannot avoid being absent. The Progressive Disciplinary Schedule for absenteeism will not begin until after two (2) occurrences. This is to allow you a limited number of such absences within any twelve (12) month period.
- F. Therefore, the following progressive discipline will be applied without exception, regardless of the reason, for the absences within any twelve (12) month period:
- G. 3rd Absence - Verbal Reprimand
- H. 4th Absence - Written Reprimand
- I. 5th Absence - 3 Day Suspension
- J. 6th Absence - Termination
- K. The following forms of leave, which must be approved in writing by your Supervisor, in advance, will not be considered an absence for the purpose of the Attendance Monitoring and Analysis Program:
 - 1. Vacation
 - 2. Personal Leave
 - 3. Jury Duty
 - 4. Court Leave as defined in the Collective Bargaining Agreement
 - 5. Civil Defense Emergency Training

6. *Death in the employee's immediate family, as defined in the Collective Bargaining Agreement
7. Military Leave
8. Absence which is proven to be an on-the-job injury, until the employee is released by his or her physician to return to work.
9. *Absence with a Doctor's excuse, indicating the employee or the employee's parent, spouse, child, or grandchild was seen by the Doctor and the employee was unable to work on the date(s) of the absence due to accident or illness described on the Doctor's excuse. However, this exception to the Absenteeism policy is only in effect if the total number of such Doctor excused absences during any twelve (12) month period does not exceed five (5).
10. Absence when management sends an employee home from work because of the employee's illness or an accident or injury to the employee occurring that day.

* The above items marked with an asterisk shall require the employee to notify the employee's Supervisor in advance of his or her absence but shall not require the prior written approval of the Supervisor.

PERFECT ATTENDANCE RECOGNITION

PCNH has a special way of rewarding employees who maintain excellent attendance records. Perfect attendance is described as being on duty as scheduled. Absence Redemption, as defined in the Collective Bargaining Agreement, will not be a factor used in determining perfect attendance. Tardiness, any use of sick time or any other absenteeism, except to the following reasons, will eliminate you from consideration for PERFECT ATTENDANCE.

1. Vacation and Comp Time
2. Jury Duty
3. Death in the employee's immediate family.

For those employee's who have PERFECT attendance, the following reward system has been established:

PUBLIC RECOGNITION - Bulletin Board

The name of employees achieving perfect attendance quarterly and yearly will be posted on the first floor bulletin board outside the employee lounge.

COMPENSATION - PERFECT ATTENDANCE BONUS

Full twelve (12) month period beginning 1/1

1 Comp Day or its Equivalent in pay will be added to the employee's balance.

Full sixty (60) month period beginning 1/1

3 Comp Days or its Equivalent in pay will be added to the employee's balance.

The compensatory reward applied to Part-time and Intermittent employees on a pro-rated basis using 80 hours as a base pay period.

APPENDIX E

LETTER OF UNDERSTANDING

July 1, 2004

Mr. Stevan P. Pickard
AFSCME, Ohio Council 8
1145 Massillon Road
Akron, Ohio 44306-4161

Ms. Nancy Bayless
AFSCME, Ohio Council 8,
Local 3630
8733 Limeridge Road
Ravenna, Ohio 44266

Dear Mr. Pickard and Ms. Bayless:

This letter sets out the understanding between AFSCME, Ohio Council 8, Local 3630 (the Union) and the Portage County Nursing Home, The Woodlands at Robinson (the Employer) as it relates the weekend incentive bonus for staff designated as care givers.

A weekend bonus of \$2.00 per hour will be paid for all weekend hours, worked by care givers (i.e., Nursing Assistants, Environmental Aides, and LPN's). In order to receive the weekend bonus, employee must have no occurrences of clocking in late, clocking out early, nor any absences during the two-week pay period within which weekend hours are worked. Both scheduled time and other time worked that is in addition to regularly scheduled time are eligible for the bonus. Non-care giver staff who are asked to work past the end of their regular weekend shift to assist with care giving functions will also be eligible for the bonus for the hours worked beyond their regular hours provided they meet the attendance guidelines stated above.

Weekend hours are defined as follows:

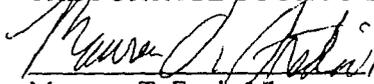
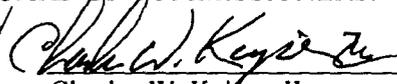
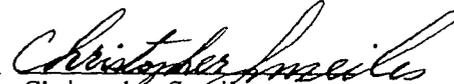
11:00 p.m. Friday through 11:00 p.m. Sunday for LPNs

7:00 a.m. Saturday through 7:00 a.m. Monday for Nursing Assistants and Environmental Aides

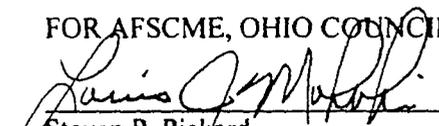
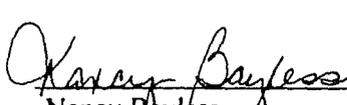
This letter of understanding will be effective July 1, 2004 through June 30, 2007.

Please indicate your agreement with this understanding by signing below.

THE PORTAGE COUNTY BOARD OF COMMISSIONERS:

		
Maureen T. Frederick President	Charles W. Keiper, II Vice President	Christopher Spieles Board Member
Date: _____	Date: <u>12-4-08</u>	Date: <u>12/11/08</u>

FOR AFSCME, OHIO COUNCIL 8, LOCAL 3630:

	<u>Aug 19, 2008</u>		<u>Aug 19, 2008</u>
Stevan P. Pickard Staff Representative	Date	Nancy Bayless President, Local 3630	Date