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**AGREEMENT BETWEEN**

**THE PERRY COUNTY COMMISSIONERS  
AND PERRY COUNTY HOME**

**(Fairview Assisted Living)**

**AND**

**LOCAL 2358 AND AFSCME OHIO COUNCIL 8, AFL-  
CIO**

**Effective January 1, 2012 through December 31, 2014**

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## **ARTICLE 1 - PREAMBLE/PURPOSE**

This Collective Bargaining Agreement is entered into by and between Perry County Board of County Commissioners and Perry County Home hereinafter referred to as the "Employer" and Local 2358 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours and other terms and conditions of employment for all employees in the bargaining unit of the Agreement.

## **ARTICLE 2 - UNION RECOGNITION**

SECTION 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Perry County Home, including: Nurse's Aide, Head Aide, Custodian, Cook, and Licensed Practical Nurse.

The parties agree to remove "Head Aide" from the above paragraph with the approval of AFSCME's Legal Department and the State Employment Relations Board.

Excluding: All management-level employees, confidential employees, and supervisors as defined in the Act and all casual employees and summer or seasonal employees, including: Registered Nurse, Director of Nursing, and Director.

## **ARTICLE 3 - DUES DEDUCTION**

SECTION 3.1. The Employer agrees to deduct Union dues from the pay of all bargaining unit employees who authorize dues deductions. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts each pay period. The total amount of dues, together with a separate alphabetical list of the names of employees for whom dues are deducted, shall be transmitted to the Controller, AFSCME Ohio Council 8, AFL-CIO, 6800 North High, Worthington, Ohio 43085-2512 monthly within ten (10) work days after the last pay period of the month. Should a catastrophic situation occur preventing timely transmittal of dues, the dues will be submitted as soon as possible.

SECTION 3.2. The Union agrees that it will indemnify and save the Employer harmless and reimburse the County for any necessary expenditures arising out of the defense of or from any action commenced against the Employer arising as a result of the deductions made under this Article.

SECTION 3.3. All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty (60) days after 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 deducted shall be made in accordance with the regular deductions as provided herein.

SECTION 3.4. The Union agrees that it will indemnify and save the Employer harmless from any action, claims, demands, and expenses in the defense of an action, commenced by an employee against the Employer arising as a result of the deductions made under this Article.

SECTION 3.5: PEOPLE Check-off: The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

SECTION 3.6. Currently, dues are deducted as follows:

- 100% Employees who are normally scheduled for 21 or more hours per week
- 75% Employees who are normally scheduled for greater than 12 hours but less than 21 hours per week
- 50% Employees who are normally scheduled for 12 hours or less per week

The Union has the sole right to change the amount taken for dues.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

SECTION 4.1. 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 and transfer employees; 2) discharge, suspend, or discipline employees; 3) determine the number of persons required to be employed, laid off, or discharged; 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 basis of selection, retention, and promotion of employees; 7) determine the type of equipment used and the sequence of work processes; 8) determine the making of technological alterations by revising either process or equipment, or both; 9) determine work standards and the quality and quantity of work to be produced; 10) select and locate buildings and other facilities; 11) establish, expand, transfer, and/or consolidate work processes and facilities; 12) change or modify the facilities of the Home; 13) determine when a job vacancy exists and determine whether the vacancy is to be filled.

SECTION 4.2. 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.

#### **ARTICLE 5 - TOTAL AGREEMENT**

SECTION 5.1. This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

#### **ARTICLE 6 - NON-DISCRIMINATION**

SECTION 6.1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, disability, marital status, national origin, political affiliation, or involvement or non-involvement with the Union.

SECTION 6.2. All references to employees in this Agreement designate both sexes, and where the male gender is used it shall be construed to include male and female employees.

SECTION 6.3. All work rules shall be applied uniformly. In the event the Employer issues new or amended work rules, the Employer will provide the Union representative fourteen (14) calendar days notice prior to the implementation of the rules. The Union Representative will also be provided a written copy of the new or amended rule prior to implementation.

#### **ARTICLE 7 - OBLIGATION TO NEGOTIATE**

SECTION 7.1. The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining 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.

SECTION 7.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

#### **ARTICLE 8 - PROVISIONS CONTRARY TO LAW**

SECTION 8.1. If, during the term of this Agreement, there is a change in state or federal law, or valid rule or regulations adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to discuss any necessary changes in the Agreement relative to the affected provision within sixty (60) days upon the written request of either party. Such meeting may take place in the form of a Labor-Management Meeting.

#### **ARTICLE 9 - NO STRIKE**

SECTION 9.1. 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 bargaining unit 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.

SECTION 9.2. 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 bargaining unit 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 order all employees to return to work immediately.

SECTION 9.3. It is further agreed that any violation of the above shall be grounds for disciplinary action which may include discharge.

#### **ARTICLE 10 - PROBATIONARY PERIOD**

SECTION 10.1. All new employees shall be required to serve a probationary period of one hundred twenty (120) working days, except LPN's who shall serve a probationary period of one hundred eighty (180) working days. Employees receiving promotions or transfers to another classification shall serve a probationary period of ninety (90) working days.

SECTION 10.2. A probationary employee serving an original probationary period shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire. At any time during or at the end of the probationary period, the Employer shall have the right to terminate the original probationary

employee or demote the promotional probationary employee to a position in their former classification and such termination or reduction shall not be subject to appeal through the grievance procedure of this Agreement or to the State Personnel Board of Review. Employees demoted to a position in their former classification during their promotional probationary period shall be given an explanation as to their demotion.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

**SECTION 11.1. POLICY.** It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

**SECTION 11.2. PRESENTING A GRIEVANCE.** A grievance under the terms of this Agreement is defined as a dispute or difference between the Employer and the Union or between the Employer and an employee or employees that there has been a breach, misinterpretation, or improper application of the specific and express written provisions of this Agreement, including any and all time off or removal disciplinary actions. Employees may not grieve any verbal or written reprimand beyond Step 2 of the grievance procedure. When grievances arise, the following procedure shall be observed:

**STEP 1 - IMMEDIATE SUPERVISOR.** Any employee claiming a grievance shall arrange a meeting with his immediate supervisor to present it orally and in written form within seven (7) calendar days from the occurrence of or the events giving rise to the grievance. If the employee requests, a steward may accompany him. After the presentation and discussion of the grievance, the grievance shall be signed by the employee presenting the grievance or in the case of a policy grievance, the grievance shall be signed by the steward or local president. The supervisor shall give his answer to the employee within seven (7) calendar days after presentation and discussion of the grievance. If this does not resolve the grievance, it may be appealed to Step 2.

**STEP 2 - DIRECTOR.** Within seven (7) calendar days of Step 1 answer, or the date upon which the Step 1 answer was due, the grievance may be appealed by the employee, his steward or the President to the Director. The appeal shall be on a grievance form, in writing and signed by the employee and the steward. The grievant and steward shall submit at this step any documentation believed to support the grievance.

Within seven (7) calendar days of the presentation of the written grievance at Step 2, a meeting will be held between the steward or President and employee, with the Director. The Local Union's Ohio Council 8 Staff Representative may be present at the meeting. The Director will give an answer in writing to the grievant and the steward within seven (7) calendar days of the meeting. If this response does not resolve the grievance, it may be appealed to Step 3.

**STEP 3 - BOARD OF COMMISSIONERS (Optional).** Within seven (7) calendar days of the completion of Step 2, the grievant and his steward or President may request a review by the Board of County Commissioners. Alternatively, the Board may decide not to review the grievance. If the Board decides not to review the grievance, the grievant shall be so informed in

writing within ten (10) calendar days at which time the grievant and/or Union may appeal the grievance to Step 4. Additionally, the Board, or its designee, shall have the option to observe the grievance at Step 2. If the Board agrees to review the grievance, the grievance shall be discussed at a meeting consisting of the grievant, the Local President, or the steward and/or Union Staff Representative and no more than three (3) representatives of the Employer. The meeting will be held within ten (10) calendar days from the date the grievance was received at Step 3 by the Board. A decision will be given by the Board or its designated representative within seven (7) calendar days of the Step 3 meeting.

**STEP 4 - MEDIATION.** Within twenty-one (21) calendar days after the Commissioners' response, upon mutual agreement of the parties, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the Director and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the parties. Any costs for the mediator shall be borne by the party requesting mediation.

**STEP 5 - ARBITRATION.** In the event the Step 3 meeting and response is unable to resolve the grievance, it may be appealed by the Union to arbitration, within twenty-one (21) calendar days following the Step 3 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association for selection of one (1) arbitrator to hear the case. The selection of arbitrator shall be in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. The parties shall use the alternate strike method for selection of an arbitrator or may agree to the mutual selection of an arbitrator.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms and conditions of this Agreement. The decision of the arbitrator will be final and binding upon the Employer, the Union and the grievant(s). Arbitration fees and arbitrator fees and expenses shall be borne equally. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense. Employee witnesses, grievants, and Union officials shall not lose straight-time pay for attendance at arbitration hearings.

**SECTION 11.3.** Any time limit set forth in this grievance procedure may be extended by mutual written agreement or verbal agreement confirmed by written notice.

**SECTION 11.4.** A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing.

**SECTION 11.5.** A grievance involving suspension and/or termination shall be filed directly at Step 2 of the grievance procedure.

**SECTION 11.6. GENERAL PROVISIONS.**

A. All grievances shall be reduced to writing and shall include the following when a letter of demand for arbitration is submitted at Step 4: the name of the grievant(s); the nature of

the grievance explaining who, what, when etc.; a statement of specific article and section of the Agreement alleged to have been violated, misinterpreted, or misapplied; the date or approximate date if uncertain, of the conditions giving rise to the grievance, if known to the grievant; and a general statement of the grievance; and the remedy or relief sought by the grievant; and any documentation believed to support the grievance in possession of the grievant(s) at each step.

- B. All decisions and appeals of decisions shall be reduced to writing.
- C. 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 proceed to the next step in the grievance procedure. A failure by the Union to respond within the specified time limits shall render the grievance withdrawn and no longer subject to the grievance procedure.
- D. Union stewards and Local President will not lose straight time pay for time meeting with the Director or when securing information and documentation from the County Home office for grievance processing. All other preparation and investigation of grievances shall be conducted on non-working hours, including, but not limited to, conferring with other union members regarding a grievance and using Perry County Home telephones regarding a grievance while working.

SECTION 11.7. INDIVIDUAL GRIEVANCES. In any grievance, the employee-grievant may pursue and adjust grievances without the intervention of a Union representative as long as the adjustment of such grievance is not inconsistent with the terms of this Agreement and a Union representative has the opportunity to be present at the adjustment of the grievance.

## **ARTICLE 12 - DISCIPLINARY PROCEDURES**

SECTION 12. 1. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension or removal, a pre-disciplinary personal conference between the employee and the Director, or his designee, shall be arranged to investigate if discipline is necessary. This conference shall be mutually scheduled between Management and the Local Union President, no earlier than 24 hours after the time the employee is notified of the discipline and the pre-disciplinary personal conference. The employee may have a Union steward or a Union official present at the predisciplinary conference. The employee shall be responsible to notify the steward or Union official. Additionally, the County may have additional personnel present at pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary hearing provided for in this Section. In the event the employee waives the pre-disciplinary hearing, a copy of the waiver will be provided to the Union steward, or other Union official.

SECTION 12.2. After the pre-disciplinary conference, the employee and Union official involved shall be notified in writing via certified mail, return receipt requested of the disciplinary action, the reasons, and the effective date of such disciplinary action. Notice shall be postmarked within

five (5) calendar days of the pre-disciplinary conference. Upon written request, employees shall be given copies of all disciplinary actions, including reprimands, as are included in his personnel file at or prior to the pre-disciplinary conference. Additionally, upon written request and at mutually agreeable times, stewards, president or the vice-president may examine records related to the disciplinary matter, so long as the examination does not disrupt the employee's job duties or operations of the Employer. However, in the event the steward, president or vice-president wishes to examine the employee's personnel file, the employee shall provide written consent prior to the examination. An employee may appeal time-off suspensions and removals, in writing, through the grievance procedure, set forth in this Agreement, within five (5) days of notification of discipline by submitting a written grievance directly to Step 2.

Reprimands shall be removed from an employee's personnel file twelve (12) months after it was initially filed. Suspensions shall be removed from an employee's personnel file two (2) years after it was initially filed.

In the event a written complaint is made against an employee, the employee shall be provided a copy of the written complaint upon request. If, after an investigation of the complaint, there is no evidence of misconduct, then the complaint shall be classified as unfounded and no further action shall be taken. An unfounded complaint shall not be maintained in the employees' personnel file.

SECTION 12.3. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

SECTION 12.4. All disciplinary actions, including verbal reprimands, shall be reduced to writing and the affected employee shall receive a copy of such.

### **ARTICLE 13 - SICK LEAVE**

SECTION 13.1. USES. Sick leave shall be defined as an absence necessitated by: (1) illness, injury, or pregnancy-related condition of the employee; (2) exposure by the employee to contagious disease communicable to other employees or clients; or (3) illness, pregnancy, or injury, in the employee's immediate family, where the employee's presence is reasonably necessary; or (4) examination, including medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

SECTION 13.2. ACCUMULATION OF SICK LEAVE. All employees of the bargaining unit shall earn sick leave at the rate of 4.6 hours for each completed eighty (80) hours in active pay status to a maximum of 4.6 hours each pay period and may accumulate such sick leave without limit. Sick leave credit shall not accrue during any unpaid leave or layoff. Sick leave shall be used in segments of at least one-half the employee's regularly scheduled work day. Advance use of sick leave shall not be granted.

SECTION 13.3. PROOF ILLNESS. Any employee who is absent for more than two (2) consecutive work days may be required to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.

The Director may require an employee who has been absent from work due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees or clients (residents).

If an employee fails to submit adequate proof of illness or injury, or in the event such proof, as is submitted, or upon the request of medical examination, there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Any excessive, abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

Where sick leave of three (3) days or more is requested to care for members of the immediate family, the Director may require a physician's certificate of statement to the effect that the presence of the employee was necessary to care for the ill family member.

SECTION 13.4. IMMEDIATE FAMILY. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, grandparent, father-in-law, and mother-in-law or for other family members for whom the employee is responsible for the care of that family member.

SECTION 13.5. COMPENSATION. When sick leave is used, it shall be deducted from the employee's sick leave credit on a basis of the actual hours scheduled for the work day the employee was previously scheduled to work.

SECTION 13.6. NOTIFICATION BY EMPLOYEE. An employee who is unable to work on day shift shall notify the Employer as soon as possible but not later than one (1) hour prior to the start of their scheduled work time, on the first day of absence and each day thereafter, unless unusual circumstances prevent such notification. An employee who is unable to work on all other shifts besides day shift shall notify the Employer as soon as possible but not later than two (2) hours before the start of the employee's scheduled work time, on the first day of absence and each day thereafter, unless unusual circumstances prevent such notification.

If an employee fails to report for work one (1) hour after the start of the employee's regularly scheduled shift, the shift will be filled and the employee will be determined to be No Call/No Show and subject to the Attendance Policy.

SECTION 13.7. LEAVE OF ABSENCE. If illness or disability continues past the time covered by earned sick leave the employee may be granted use of earned vacation time or may request an unpaid leave of absence. The employee shall make such request in writing in advance of the time requested. Such requests are subject to the approval of the Employer.

SECTION 13.8. SICK LEAVE CONVERSION UPON RETIREMENT. Upon retirement under the Public Employees Retirement System employees may, upon written request to the Commissioners, convert one-fourth of their accumulated, unused sick leave to a maximum of thirty-five (35) days or (1120 hours) for a maximum amount of conversion of 280 hours. The sick leave conversion is to be paid at the employee's rate of pay at the time of retirement.

Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

#### **ARTICLE 14 - MEDICAL EXAMINATIONS**

SECTION 14.1. The Employer may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation, or unpaid disability leave. If an employee is unable to return to duty within one year from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

The cost of an examination required by the County shall be paid by the County. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his expense. If the two reports conflict, a third opinion shall be rendered by a neutral party chosen by the Employer and the employee, which decision shall be final and binding. The cost of the third, neutral examination shall be borne by the Employer.

SECTION 14.2. Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

SECTION 14.3. If an employee, after any examination, including Workers' Compensation examinations, is found or determined to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to Workers' Compensation, if eligible). If an employee is unable to return to duty within one year from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service. All provisions of this Section are subordinate to Workers' Compensation laws.

SECTION 14.4. If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of eighteen (18) months unless the employee is certified as being able to return to work by a physician. If the employee is not able to return to work by the end of that eighteen (18) month period, he or she shall be deemed permanently separated from

employment with the Employer. The Employer shall have the right to have the employee examined prior to his return to work.

SECTION 14.5. Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

## ARTICLE 15 - VACATION

SECTION 15. 1. When employees request vacation leave, it shall be in minimum increments of hours with a minimum of the amount of one (1) hour of a scheduled shift. Vacation time not taken during the year in which it was accrued may be retained for a period of up to three (3) years after the year it was accumulated. The Employer will provide employees notice of vacation time that must be used or lost.

### SECTION 15.2.

- A. Employees, upon the attainment of the first year of employment will have earned eighty (80) hours and 3.1 hours per 80 hours active pay status.
- B. Employees, upon the attainment of the six years of employment will have earned one hundred twenty (120) hours of vacation leave, and 4.6 hours per 80 hours active pay status.
- C. Employees, upon the attainment of thirteen (13) years of employment will have earned one hundred sixty (160) hours of vacation leave and 6.2 hours per 80 hours active pay status.
- D. Employees, upon the attainment of twenty-three (23) years of employment will have earned two hundred (200) hours of vacation leave and 7.7 hours per 80 hours active pay status.

SECTION 15.3. Vacation leave requests submitted by January 31<sup>st</sup> of each year shall be granted on the basis of seniority. All other vacation leave requests shall be honored on a first-come, first served basis. Vacation leave requests must be approved by the Director(s), or other management personnel.

Employees submitting vacation requests prior to January 31 shall be advised on or before February 5 of their approval/disapproval for vacation. Only two (2) requests per employee will be accepted in January. All other vacation requests will be approved/disapproved by the 22<sup>nd</sup> day of the previous month in which the vacation request occurs. All vacation requests must be submitted by the 20th day of the month preceding the month in which the vacation occurs, with the exception that an employee can twice a year receive a vacation request submitted after the 20th with management approval.

SECTION 15.4 Twice each year, employees may request in writing to convert up to forty (40) hours of vacation to compensation. The employee shall have the opportunity to convert up to forty (40) hours of vacation to compensation on or before May 1 and forty (40) hours of vacation to compensation on or before October 1. However, any such request is subject to the availability of funds.

SECTION 15.5 Employees who resign or retire are entitled to compensation, at their current rate of pay, for earned but unused vacation leave at the time of separation from employment.

## **ARTICLE 16 - HOLIDAYS**

SECTION 16.1. Employees shall receive the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

SECTION 16.2. An employee who does not work on a holiday shall receive eight (8) hours straight-time pay at his regular rate for holidays observed on his day-off regardless of the day of the week on which they are observed. All employees who work on a holiday shall receive eight (8) hours of holiday pay in addition to time and one-half (1½) their regular rate of pay for all hours worked on the holiday. In order to be eligible for holiday pay as set forth above, the employee must be required to work their regularly scheduled work hours the day before and the day after the holiday, unless authorized to be off by the Director, or designee.

SECTION 16.3. Part-time employees - holiday pay will be pro-rated based on the employee's regularly scheduled work hours.

SECTION 16.4. If a holiday occurs during a period of paid vacation leave, the employee will draw holiday pay and will not be charged for vacation leave.

SECTION 16.5 An employee calling-off sick on a holiday shall not receive any holiday pay.

## **ARTICLE 17 - WAGES**

SECTION 17.1. Effective January 1, 2012, all employees in the bargaining unit shall be compensated in a manner consistent with the attached wage scale. Effective January 1, 2013, all employees in the bargaining unit shall be compensated in a manner consistent with the attached wage scale for 2013. Effective January 1, 2014, all employees in the bargaining unit shall be compensated in a manner consistent with the attached wage scale for 2014.

The wage scale shall reflect a three percent (3%) wage increase effective January 1, 2012; a three percent (3%) wage increase effective January 1, 2013; and, a two percent (2%) wage increase effective January 1, 2014.

SECTION 17.2. SHIFT DIFFERENTIAL. There shall be a shift differential of twenty cents (\$0.20) per hour for employees who work the three to eleven (3-11) shift and thirty cents (\$0.30) per hour for employees who work the eleven to seven a.m. (11-7) shift.

## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

SECTION 18.1. All employees shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours in active pay status which exceed forty (40) hours in one work week. The work week shall commence at 11:00 p.m. Saturday night and end the following Saturday at 10:59 p.m.

SECTION 18.2. The Employer will rotate overtime opportunities among employees in an effort to equalize overtime opportunities. The Employer agrees to maintain overtime rosters which shall be made available to the Steward upon request. All new employees will be immediately credited with overtime hours equal to the employee with the most aggregate hours. Said rosters will include a list of overtime hours worked and refused with overtime awarded to the employee on the roster who has the fewest aggregate hours worked and refused.

An employee who is offered but refuses overtime assignments shall be credited as if they had worked the overtime for purposes of equalization. If it is determined that an employee has not been given his overtime opportunity, it will be the sole obligation of the Employer to give preference to, such employee in future overtime assignments to correct the imbalance of opportunity.

SECTION 18.3. Once the monthly work schedule is established, no employee work schedule shall be changed by the County to avoid payment of overtime.

SECTION 18.4. CALL-IN PAY. Employees shall be paid "call-in pay" in a minimum of four (4) hours pay at their appropriate rate if that employee is called in to work hours outside their normal shift by persons authorized to call in the employee. The call-in must be only in those instances where employee's presence is necessary and only after attempts to utilize on-duty staff. The minimum call-in would not apply to those instances where employees are scheduled to cover for another employee or where employees agree to cover another employee's shift or a portion of a shift. The County will have the right to refuse to compensate for call-in where the call-in has been abused.

An employee who is required to report to work for a mandatory in-service training when he/she is not regularly scheduled to work shall receive a minimum of two (2) hours pay.

SECTION 18.5. TRADING "SWAPPING" DAYS. Employees may trade or "swap" work days so long as it does not put them into an overtime status. Requests must be approved by Management.

## **ARTICLE 19 - LAYOFF AND RECALL**

SECTION 19.1. NOTICE OF REDUCTION. The Employer will notify the Union and all affected bargaining unit employees at least fifteen (15) calendar days in advance of its intent to lay off from the work force. Layoffs may be due to (1) lack of work; (2) lack of funds; (3) reduction in the workforce. The Employer shall have the exclusive authority to determine the classification(s) for layoff.

SECTION 19.2. ORDER OF LAYOFF. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

- A. All of the Employer's casual, intermittent, temporary, and new hire probationary employees shall, in that order, be terminated or laid off as the case may be.
- B. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority for the remaining employees in the classification(s) selected for layoff.

SECTION 19.3. BUMPING RIGHTS. An employee with seniority who is displaced from his classification by a reduction in the work force may exercise his seniority to bump the employee with the least seniority in the following order: 1) to a position in the classification the employee previously held (where there was no break in service); and then 2) the employee may displace a less senior employee in another classification of the same or lower rate of pay. Employees must be qualified to perform the duties of the classification to which they displace.

In the event two employees have an equal amount of service, either in layoff or displacement situation, the tie shall be broken by the affected employee's original civil service examinations score (when such exist for the affected employees) or, if all affected employees do not have civil service examination scores, by lot (to be determined at the time of layoff or displacement).

Any employee displaced from his classification under procedures set forth in this Article may elect to be laid off rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall give the Employer notice of their intent to exercise their bumping rights within five (5) calendar days after receipt of a displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights and results in layoff.

SECTION 19.4 RECALL RIGHTS. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their seniority (most classification senior recalled first), or 2) thereafter occur in other vacant positions in other classifications the employee previously held (where there had not been a break in service prior to the layoff) and then 3) the laid-off employee may be recalled to vacant position in other classifications of the same or lower rate of pay. The

recalled employee must be qualified to perform the work of the position. Recall shall be in the order of their seniority (most senior recalled first).

Vacancies in the classification or other lower classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as laid off employees have exhausted their recall rights. Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of their layoff or displacement.

**SECTION 19.5. RECALL NOTICE.** Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address.

**SECTION 19.6. SEVERANCE PAY.** Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due to such employees such as conversion of unpaid accrued vacation leave.

## **ARTICLE 20 - LEAVES OF ABSENCE**

**SECTION 20.1. PERSONAL LEAVE.** Any employee who has completed one (1) year continuous service with the Employer may apply for leave of absence without pay for personal reasons for a period not to exceed three (3) months. Said leave shall be applied for in writing and will be granted in writing. Personal leaves of absence shall be at the sole discretion of the Employer. However, in no case shall leave be granted to an employee for the purpose of accepting other employment. Such leave will be at the discretion of the Employer.

**SECTION 20.2. MILITARY LEAVE.** The Employer will continue to comply with all appropriate state and federal statutes and regulations relating to the employment rights of employees on military service.

**SECTION 20.3. MATERNITY LEAVE.** An employee shall be entitled to an unpaid leave of absence for maternity purposes. The employee should make application for such leave at least three (3) months before the anticipated delivery as indicated by the certificate of the physician. The maternity leave shall be for not more than three (3) months. The leave shall commence as recommended by certificate of the employee's physician. Upon returning, the employee shall be returned to their former job classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. Employees who are pregnant may continue to work unless unable to perform the material and substantial duties of their position.

**SECTION 20.4. JURY DUTY LEAVE.** Employees shall receive full pay for regular work hours lost for jury duty by the United States or Ohio courts. Employees shall remit all fees received to the Employer from jury duty. Employees who work second or third shift shall be considered on day shift for purposes of this Section. If required to serve on a jury for less than one-half the employee's scheduled shift, then the employee shall return to work. If required to serve on a jury

for one-half the employee's regularly scheduled shift or longer, then the employee is not required to return to work.

SECTION 20.5. MEDICAL LEAVE. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence without pay for illness or disability for a period up to six (6) months. If requested, the employee shall furnish satisfactory medical proof of said illness. During medical leave the employee may be continued on County health insurance if the employee makes the contributions for the entire premium.

Employees who remain disabled at the end of the medical leave may be granted one extension up to three (3) additional months. At the end of the extension or at the end of the original medical leave if an employee is not expected to be able to return the employee shall be deemed separated on disability separation. Extensions of medical leave shall be at the discretion of the Employer.

Additionally, a certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability leave.

The Employer may also have the employee examined, at the Employer's expense, to determine the extent of the disability and to establish the expected date of return. The examination may occur at any time the employee is on an original or extension of a medical leave or at the time an employee requests return from medical leave. The Employer may additionally or alternatively, have the employee examined, at the Employer's expense, prior to the employee's return to determine if the employee is capable of performing the material and substantial duties of his position.

SECTION 20.6. BEREAVEMENT LEAVE. Employees shall be granted bereavement leave of four (4) days with pay, not charged against sick leave, in the event of the death of an employee's nucleus family including the employee's spouse, child, parent, grandchild, brother, sister, grandparent, step-child or step-parent. Employees may have up to an additional three (3) days for funeral leave for members of the employee's nucleus family which will be charged against the employee's accumulated sick leave.

Employees shall be granted bereavement leave of two (2) days with pay, not charged against sick leave, in the event of the death of a current mother-, father-, grandmother-, grandfather-, sister-, brother-, daughter-, or son-in-law. Employees may have up to an additional two (2) days for funeral leave for family members listed in this Section which leave will be charged against the employee's accumulated sick leave.

SECTION 20.7. FAMILY MEDICAL LEAVE. The Employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the state leave law and its regulations for all eligible employees in the bargaining unit.

## **ARTICLE 21 - MEDICAL INSURANCE**

SECTION 21.1. The Employer shall make available to bargaining unit employees major Medical hospitalization insurance programs comparable to that provided by the County Commissioners to other General Fund county employees. Premium contributions for insurance coverage shall be in the amounts set forth in Appendix B. Any employee hired into a position which is less than 32 hours per week shall be considered part-time and, therefore, will not be eligible for any insurance coverage through the County.

SECTION 21.2. LIFE INSURANCE. The Employer agrees to provide to all regular full-time employees (working thirty-two (32) or more hours per week) Life and AD&D coverage equal to the amount that is offered by the County Commissioners, to other General Fund county employees, currently \$20,000.

SECTION 21.3. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage of benefits. In the event it is necessary to secure alternate insurance carriers or modify insurance coverage, the Union shall have up to two (2) bargaining unit representatives, as appointed by the Union, to sit in on and/or attend county insurance committee meetings as scheduled by the County Commissioners.

SECTION 21.4. If an employee elects not to utilize the county health insurance plan, the employee shall be eligible for a \$600 stipend or the amount established by the Perry County Board of County Commissioners in its County Policy for other non-bargaining unit General Fund employees, whichever is greater, to be disbursed on December 31st of the current calendar year. An employee shall only be eligible if no premium payments were made by the Employer during the calendar year.

## **ARTICLE 22 - POSTING OF VACANCIES**

SECTION 22.1. VACANCY. A vacancy is defined as an opening the Employer has decided to fill in a particular classification, or where the Employer has created a new classification or the Employer has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment. Whenever a vacancy exists, the position shall be posted within seven (7) calendar days and filled within fourteen (14) calendar days after the last day of bidding.

SECTION 22.2. Whenever a vacancy exists in the bargaining unit, the Employer shall post at all work locations and deliver to the Union President a notice of vacancy which shall include the classification, location of the job, shift, hours of work, wage rate, brief description of duties and qualifications. Vacancies will be posted for a period of seven (7) calendar days. Employees must apply in writing for vacancies within three (3) days after the last date of posting.

Vacancies will be awarded to an employee applicant who possesses the necessary minimum qualifications and has the greatest seniority.

Only those employees with one (1) or more years of service in their current position will be eligible to apply for a vacant position. However, in the event no eligible employees are eligible to bid on a position, before seeking outside applicants, the Employer shall permit internal applicants to apply.

SECTION 22.3. Employees who are promoted to a higher rated classification shall receive the higher rate of pay of that classification. Employees who transfer to a lower rated classification shall receive the rate of pay of the lower classification.

SECTION 22.4. Management agrees to notify Union representatives prior to the posting of any vacancy that would modify or change any current position.

Weekend shifts shall be rotated among all classifications (weekend being defined as commencing 11:00 p.m. Friday evening and continuing until 11:00 p.m. Sunday evening).

### **ARTICLE 23 - SENIORITY**

SECTION 23.1. Seniority for purposes of this Agreement shall be the employee's period of continuous, uninterrupted service with the Perry County Home, except those employees who are employed as of September 1, 1990, who shall have their service credited as of that date and continue through the period of this Agreement.

SECTION 23.2. An employee shall lose seniority status:

1. If the employee quits;
2. If the employee retires;
3. If an employee is discharged and not reinstated;
4. If an employee is laid off for a period of more than twelve (12) consecutive months;
5. If an employee exceeds an approved leave of absence, unless an extension is granted before the initial leave expires; and/or
6. If an employee takes a position outside of the bargaining unit for more than six months and they are not covered under item #4.

SECTION 23.3. The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every January thereafter, showing the seniority of each employee in the bargaining unit.

## **ARTICLE 24 - LABOR-MANAGEMENT MEETINGS**

SECTION 24.1. Labor-Management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight time pay for time spent in such L/M meetings. This meeting may be attended by a staff representative of the Council.

## **ARTICLE 25 - UNION REPRESENTATION**

SECTION 25.1. LOCAL UNION OFFICIALS. The Employer agrees to recognize the President, Vice President, Recording Secretary, Secretary-Treasurer, three (3) Executive Board members and three (3) trustees, along with (2) Stewards of Local 2358 for the purpose of conducting Union business pursuant to this Agreement.

SECTION 25.2. UNION BUSINESS. Union officials named in Section 1 and employee grievant(s) shall not lose straight-time pay for processing grievances pursuant to Article 11, Grievance and Pre-Disciplinary hearings pursuant to Article 12, Disciplinary Procedures appearing at arbitrations and appearing at Labor-Management meetings during the employee's regularly scheduled working hours.

SECTION 25.3. STAFF REPRESENTATIVE. Ohio Council 8 Union Staff Representatives, upon prior notice to the Employer, shall be permitted access to the Employer's premises for the purpose of attending labor/management meetings, grievance hearings, and for meetings with the Director or Commissioners. Staff Representatives shall be permitted access to the Employer's premises, upon prior notice to the Employer, when visitation does not interrupt the services of the Home and shall be limited to areas of the Home which are approved or are with the permission of the Director of the Home.

## **ARTICLE 26 - BULLETIN BOARDS**

SECTION 26.1. The Employer agrees to provide space on a bulletin board mutually agreed for use by the Union in each department. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union. All Union notices shall be signed by the Local Chairperson or a Union Steward.

SECTION 26.2. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;

- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union election; and.
- F. Results of Union business.

SECTION 26.3. All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. The bulletin board shall not be used for any postings regarding any partisan political activities. Statements, positions, or information by or about any candidates, partisan or non-partisan, or issues shall not be posted on the bulletin board. Statements not permitted are those which constitute personal attacks upon other employees of the Home or County, which are attacks upon the Administration, or are derogatory.

#### **ARTICLE 27 - HEALTH AND SAFETY**

SECTION 27.1. The Employer agrees to maintain all buildings facilities, vehicles, and equipment owned and operated by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the Director, in writing, any perceived unsafe or unhealthy manner. Employees shall be responsible for reporting to the Director, in writing, any perceived unsafe or unhealthy buildings, facilities, vehicles, equipment or working conditions. Discussion of health and safety issues will take place at Labor-Management meetings.

SECTION 27.2. The Employer agrees to provide to each employee free flu and tuberculosis inoculations, to be administered as directed by the Employer. Employer agrees to provide each employee free hepatitis inoculations as directed by the Employer.

#### **ARTICLE 28 - BARGAINING UNIT WORK**

SECTION 28.1. Bargaining unit employees may work outside their classification on a day to day basis. Employees must sign a voluntary call-in roster and possess the minimum qualifications for any new position in order to be eligible for can-in. Once a call-in roster for each classification is established, the Employer agrees to rotate call-in opportunities among employees in an effort to equalize opportunities. Positions shall be filled in the following manner: 1) To an employee who is currently working in the original classification; 2) To an employee in the original classification with the most seniority and the least amount of hours who is not currently working; 3) To an employee in the classification call-in roster with the most seniority and the least amount of hours (and only after the list of employees in the original classification has been exhausted); 4) If all attempts to fill the position have been unsuccessful, the employee who is currently working in the original classification with the least amount of seniority shall be required to fill the position.

SECTION 28.2. The Employer will not subcontract out work to replace bargaining unit employees.

SECTION 28.3. Employees shall not receive additional seniority status while working outside their original classification.

**ARTICLE 29 - TRAINING**

The Employer shall provide in-service training for employees. The Employer agrees to pay the cost of all tuition required for courses/seminars which are required for employees' employment. The content of all courses, seminars and training shall be at the sole discretion of the Employer.

**ARTICLE 30 - PERSONNEL FILES**

SECTION 30.1 Employees are permitted to review their own personnel file at mutually agreeable times with the Employer. If the employee reviews their personnel file during working hours, any review will not disrupt the employee's work or the operations of the Employer. Bargaining unit employees may copy any document from his/her personnel file. If requested, employees may receive a copy of their evaluation at the time the employee signs the evaluation and it is placed in the employee's personnel file.

**ARTICLE 31 - DURATION OF AGREEMENT AND EXECUTION**

SECTION 31.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union except as otherwise noted herein and shall become effective January 1, 2012, except as otherwise specified in the Agreement, and shall remain in full force and effect until December 31, 2014. Written notice of intent to negotiate a successor agreement shall be given no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

SECTION 31.2. This Agreement executed this 9<sup>th</sup> day of <sup>March</sup> ~~February~~ 2012, at New Lexington, Ohio.

**FOR THE COUNTY:**

**FOR THE UNION:**

Fred Shinn  
Ed Kewer  
Donnie Wood  
B. S. Allen  
Andy D. Decker  
Lillian Holman

Debra K. Mercer  
Pamela Compton  
Gay W. Arnold  
O-C-8

**APPENDIX A**

**WAGE RATES**

	<b><u>Effective 1/1/12</u></b>	<b><u>Effective 1/1/13</u></b>	<b><u>Effective 1/1/14</u></b>
Nurse Aide	<b>\$12.40</b>	<b>\$12.77</b>	<b>\$13.03</b>
Cook	<b>\$12.40</b>	<b>\$12.77</b>	<b>\$13.03</b>
Licensed Practical Nurse	<b>\$16.18</b>	<b>\$16.67</b>	<b>\$17.00</b>
Custodian	<b>\$12.40</b>	<b>\$12.77</b>	<b>\$13.03</b>

**APPENDIX B  
EMPLOYER MONTHLY PREMIUM CONTRIBUTION**

	<b>SINGLE</b>	<b>DOUBLE</b>	<b>FAMILY</b>
Medical/Hospitalization	87.5%	87.5%	87.5%
Prescription Card	87.5%	87.5%	87.5%
Vision	100%	100%	100%
Dental	100%	100%	100%
Life	100%	100%	100%

## **APPENDIX C ATTENDANCE POLICY**

### **Statement of Intent**

- We rely on each other as a team.
- To do this effectively, we need to be able to rely on each other's regular and timely presence.
- Excellent attendance is an expectation of all employees.
- The parties recognize that when an employee is absent from work it not only impacts the services provided but also the lives of fellow employees.
- Therefore, the parties agree to the terms of this Attendance Policy, so that all know the consequences of their tardiness or absences.

### **Purpose**

The objectives of the Attendance Policy are to:

- Promote regular and timely attendance by all employees.
- Ensure all attendance problems are handled consistently and uniformly.

### **Policy**

Under this policy, employees will receive discipline as set forth in this policy.

#### **1. What is an absence?**

An absence is defined as being absent from work on a scheduled workday. This does not include absences covered in the last page of this policy.

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

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

A late arrival is defined as reporting to work later than the scheduled starting time. An early quit is defined as leaving prior to the scheduled quitting time. There can be no more than a combined total of four (4) early quits or late arrivals in a twelve (12) month period. Any excess will be treated as separate incidents and charged one (1) point for each incident.

### 3. What is the reporting-off procedure?

#### Penalty

Unscheduled Absence	One (1) point
*Unreported (no call/no show)	Two (2) points

Employees working day shift are required to call-off at least one (1) hour prior to the start of their shift and employees not working day shift are required to call-off at least two (2) hours prior to the start of their shift. If an employee fails to call-off at least one (1) hour after the start of their shift, regardless of the shift, the shift will be filled and the employee will be considered absent, No-Call/No-Show and subject to the penalty above.

If an employee is absent and provides a doctor's excuse for the absence, the employee shall receive .5 points. The .5 points shall cover the entire length of the doctor's excuse. If the employee does not provide a doctor's excuse, the absence shall still remain a 1 point occurrence.

If an employee notifies Management that he or she will be late for work and then fails to report for work, this will be considered an unreported absence and **two (2)** points will be charged.

Four (4) unreported absences during a twelve month period will result in dismissal.

An employee's continuous service shall be deemed to be broken and seniority lost as the result of absence from work for three (3) consecutive scheduled workdays without proper notification to Management.

### 4. Point Reimbursement

Points will be based on a rolling calendar year meaning that each point obtained will be dropped off of the employee's attendance record one (1) year from the date it was accrued.

#### EXAMPLE:

If an employee obtains a point on March 1, 2006 and later obtains a point on June 3, 2006, the March 1 point will remain until March 1, 2007 and the June 3, 2006 point will remain until June 3, 2007.

(The exception to the rolling calendar year is that any points obtained prior to January 1, 2006 have been removed.)

### 5. What discipline will be administered?

Days missed and discipline assignment:

- 6 points used            Verbal warning

- 8 points used                      Written warning
- 10 points used                     3-Day Suspension
- 12 points used                     Discharge

Prior to terminating an employee under these guidelines, Management and Union will review the employee's attendance record for accuracy and reasons that the employee may have had for missing (will not hold precedent toward additional cases).

**6. What incentives are there for employees who do not obtain points?**

If an employee does not obtain a point from March 1<sup>st</sup> through May 31<sup>st</sup>, the employee shall receive one hundred dollars (\$100), payable the first pay in December.

If an employee does not obtain a point from June 1<sup>st</sup> through August 31, the employee shall receive one hundred dollars (\$100), payable the first pay in December.

If an employee does not obtain a point from September 1<sup>st</sup> through November 30, the employee shall receive one hundred dollars (\$100), payable the first pay in December.

If an employee does not obtain a point from December 1<sup>st</sup>, through the last day of February, the employee shall receive one hundred dollars (\$100), payable the first pay in December of the year in which the February date falls.

The incentive will be given even if an employee has points on record, but is still able to go "point-free" for one of the above three month periods. Anything less than a full point does not count against the incentive bonus.

In the event an employee goes twelve (12) consecutive months without obtaining a point pursuant to the terms of this Attendance Policy, the employee shall receive one (1) personal day subject to the same scheduling requirements of a vacation day.

**Valid Excuses**

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

1. Time missed for Short Term Disability (STD) leave- requires valid documentation to be submitted to Management.
2. Injured on the job and requiring medical attention.
3. Time missed for valid Worker's Compensation or WC hearings requires valid documentation to be submitted to Management.
4. Layoff.
5. Military leave per the Labor Agreement.
6. Valid FMLA leave - requires valid documentation to be submitted to Management.
7. Pre-Approved time-off request for Doctor's appointments (24 hour notice is required).
8. Scheduled vacations.

9. Scheduled holidays.
10. Disciplinary suspensions.
11. Jury duty-requires immediate notification to Management and valid documentation.
12. Subpoena to court- requires valid documentation to be submitted to Management.
13. Employees who are witness to or involved in an accident en route to work- valid documentation must be provided to support the claim.
14. Flooding or natural disaster- valid documentation must be provided to support the claim.
15. Funeral leave per the provisions of the Labor Agreement.
16. Hospital emergency room visit(s) for the employee, employee's spouse, employee's child or the employee's parent- valid documentation must be provided to support the claim.