

# AGREEMENT

EMPLOYMENT  
AGREEMENT  
12-10-13 P 2 11

K#29488

Between the

**Muskingum County Center for Seniors**

12-MED-12-1462

and the

3207-01

**Teamsters Local Union No. 637**



**March 1<sup>st</sup>, 2013  
through  
February 28<sup>th</sup>, 2016**

**AGREEMENT BETWEEN**  
**THE**  
**MUSKINGUM COUNTY CENTER FOR SENIORS**  
**AND THE**  
**TEAMSTERS LOCAL UNION NO. 637**

**EFFECTIVE**  
**MARCH 1, 2013 THROUGH FEBRUARY 28, 2016**

SERB Case No. 03-REP-10-0194  
SERB Case No.09-MED-10-1351

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reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline. The Employer shall have the whole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work. The employee shall have the right to file a grievance over the discipline or discharge consistent with the terms of this Agreement.

**Section 2.3 No Lockout** The Employer agrees that it will not lock out any member of the bargaining unit during the term of this Agreement.

### **ARTICLE 3 PERSONNEL FILES/PERFORMANCE EVALUATIONS**

**Section 3.1 Personnel Files** Employee personnel files shall be maintained in the office at the Center for Seniors. Any documents and/or materials issued to an employee by the Employer concerning the employee's job performance to be placed in the employee's personnel file shall be signed and dated by the Employer. The employee shall be given the opportunity to review the document or material concerning the employee's work performance. Following a review of the document, the employee shall acknowledge receipt and the date of receipt by signing and dating the document as requested by the Employer. The employee's signature/acknowledgement is for the purpose of demonstrating receipt and knowledge of the document and should not be considered to constitute agreement. An employee may place in their personnel file responses to documents concerning their work performance. An employee's review and examination of their personnel file shall occur during non-working hours, or at other mutually agreeable times.

**Section 3.2 Performance Evaluations** Performance evaluations may be conducted at least annually by the Employer. Employees shall have the opportunity to review and discuss their performance evaluation ratings with the person conducting the evaluation. Employees shall have the opportunity to review and respond to evaluations made during a performance evaluation. An employee will be entitled to write a response regarding a performance evaluation, which will be included in such employee's personnel file.

### **ARTICLE 4 CONTRACT CONSTRUCTION**

**Section 4.1 Purpose for Negotiations** The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;

- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

**Section 4.2** **Conformity to Law and Amendment** The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

**Section 4.3** **Grammar** Words, whether in the masculine, feminine or neutral genders, shall be considered to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 5** **LABOR RELATIONS MEETING**

**Section 5.1** **Meetings** In the interest of sound labor/management relations, not more than three (3) representatives of the Employer shall meet with not more than two (2) bargaining unit employees and one (1) representative of the Local to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at least quarterly at mutually agreeable dates and times, but may be held more often by mutual agreement.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and

E. Discuss any other items affecting the Labor/Management relationship.

If the meeting occurs during regularly scheduled working time, bargaining unit employees attending the labor relations meeting shall be granted time off with pay during their normally scheduled working hours when meeting jointly with management.

**Section 5.2** The Employer and all employees will treat all other with respect and dignity at all times.

## **ARTICLE 6 DUES DEDUCTION**

**Section 6.1 Dues Deduction** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues and fees the first pay period of each month from the pay of any Union member requesting this deduction. The Union will notify in writing, the Director of the Muskingum Center for Seniors and County Commissioners annually each January of the dues it charges and its current membership. The Union will update membership information as needed. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate official. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member (1) resigns or is separated from Employer employment; (2) is laid off from Employer employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and (6) when the employee is no longer a member of the bargaining unit.

**Section 6.2 Error in Deduction** It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

**Section 6.3 Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive

obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(2) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc. regarding dues, fees, etc. collected on behalf of the Union by the Employer.

**Section 6.4 Fair Share Fee** Any employee who is not a member of the Local 637 shall pay the Local 637, through payroll deduction, a contract service fee or fair share fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the Local 637, nor shall the fee exceed the dues paid by members of the Local 637 in the same bargaining unit. The Local 637 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Local 637 less each non-member's proportionate share of the amount of the Local 637's dues and services fees spent on activities not chargeable to such service fees during the period year. If an employee challenges the propriety of the Local 637's use of such fee, deductions shall continue, but the Local 637 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board.

## **ARTICLE 7**

## **UNION REPRESENTATION/BULLETIN BOARDS**

**Section 7.1 Employee Representatives** The Employer agrees to recognize two (2) employees as Union stewards and one (1) alternate for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all Stewards for the bargaining unit and of any changes that may occur. The Union stewards shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time.

**Section 7.2 Union Representatives** The President or business agent of the Local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. Such admittance of the President or business agent of the Union shall not be unreasonably denied. The Employer or his designee shall facilitate any necessary contact

between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 7.3 Bulletin Boards** The Employer shall provide space on a bulletin board for use by the employees in the bargaining unit for materials relating only to union authorized materials, including: union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Postings by the Union on the bulletin board are to be confined to the official business of the union. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

## **ARTICLE 8 MANAGEMENT RIGHTS**

**Section 8.1 General** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Muskingum County Center for Seniors. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Center for Seniors, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

**Section 8.2 Management Rights** The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

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

- H. Effectively manage the work force;
- I. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- J. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- K. The right to maintain the security of records and other pertinent information;
- L. The right to determine and implement necessary actions in emergency situations;
- M. The right to determine the Center's goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively meet these purposes.

**Section 8.3** **Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

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

**Section 8.4** **Residual Rights** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## **ARTICLE 9** **WORK RULES**

**Section 9.1** **Work Rules** The Employer shall have the right to promulgate reasonable work rules. The parties recognize that work rules in effect at the time of this Agreement shall remain in effect. The Employer agrees that new or revised written work rules shall be provided the Union two (2) weeks in advance of their implementation, except in cases of emergency. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. It shall be the Union's responsibility to establish that rules are either unreasonable or not uniformly applied.

## **ARTICLE 10** **PAY PERIOD**

**Section 10.1** **Pay Period** Generally, employees shall be paid on a bi-weekly basis. Payroll shall be calculated in minimum increments of .25 hours (15 minutes). Employees shall be provided with as much advance notice as possible when the date and/or location where they are

to pick up their check must be changed due to scheduled holidays, calendar breaks, calamity days, or for any other reason.

## **ARTICLE 11 GRIVANCE PROCEDURE**

**Section 11.1 Grievance Defined, Content, Timeline for Filing** The term “grievance” shall mean that there has been an allegation(s) that there has a breach, violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than twenty-one (21) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information and be on the Teamsters Local 637 Record of Grievances form, or other approved form:

- A. the aggrieved employee’s name, or names of all grievants if it is a group grievance, or the designation that it is a group grievance listing the job classification as a whole;
- B. the date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- C. the date and time grievance occurred;
- D. the date the grievance is filed;
- E. the location where the grievance occurred;
- F. a description of the circumstances or incidents giving rise to the grievance;
- G. the specific provisions of the Agreement violated;
- H. the desired remedy to resolve the grievance; and
- I. the documentation believed to support the grievance, if any, in possession of the grievant. However, the Employer shall not refuse to accept a grievance and allow the grievance to proceed through the grievance process if no documentation is attached or otherwise available.

### **Section 11.2 Grievance Procedure**

**A. Step One – Immediate Supervisor** An employee having a grievance will first attempt to resolve it informally with his immediate supervisor, or designee. The grievance must be filed within seven (7) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) calendar days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance. The grievance shall not be settled or resolved without the approval of the Union.

A grievance representative may accompany the grievant to the grievance meetings should the grievant request his attendance. Within seven (7) calendar days after meeting with the grievant,

the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

**B. Step Two – Executive Director** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Executive Director, or designee. The grievant or steward shall also submit at this step any documentation believed to support the grievance. The Executive Director or his designee shall date the form, accurately showing the date his Office received the form.

The Executive Director or his designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward.

Within seven (7) calendar days of the meeting at Step Two, the Executive Director or his designee shall submit his written response to the grievance.

**C. Step Three – Arbitration** If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response, (or fourteen(14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate, which must be received by the Executive Director or appropriate designee within the required time period.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. FMCS shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the FMCS except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence

and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No designation by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the ten (10) day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of FMCS. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitrator and shall have no authority to determine any other issue(s) not so submitted to him. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 11.3 Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise. In the event that the parties are unable to convene for a pre-determination meeting, such meeting may occur via telephone conference.

**Section 11.4 Timely Processing of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that

step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically be upheld. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

**Section 11.5 Union Representation/Attendance at Meetings** If a meeting or hearing is held pursuant to this Article, an employee acting as Union steward shall not be compensated for the time spent at the meeting or hearing if held during non-working hours, unless the meeting, such as a grievance meeting, pre-disciplinary conference or arbitration hearing, is held as a result of Employer-issued discipline. Otherwise, the grievant shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union Steward shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

**ARTICLE 12 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS**

**Section 12.1 Good Behavior** No employee shall be reduced in pay or classification, suspended, discharged, or removed except for just cause.

**Section 12.2 Methods of Progressive Discipline** Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the infraction, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations. Discipline may include but is not limited to the following:

- |                      |                                     |
|----------------------|-------------------------------------|
| A. Verbal Reprimand  | D. Termination                      |
| B. Written Reprimand | E. Other Mutually Agreed Discipline |
| C. Suspension        |                                     |

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter.

**Section 12.3 Predisciplinary Meetings** In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Executive Director, or his designee, shall be arranged. The employee has the right to have a union business representative or union official present at the pre-disciplinary conference. Prior written notice of the pre-disciplinary conference shall be provided to the employee. The written notice shall notify the employee of their right to have a union business representative or union official present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative or union official. An employee who is charged, or the union business representative, may make a written request for a continuance of the pre-disciplinary conference. Such request will not be unreasonably denied. The length of such continuance shall be mutually agreed upon. Continuances shall not be granted

for the purpose of delaying the conference. When the nature of the offense is such that immediate disciplinary action is required the County may, at its discretion, place an employee on paid administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

**Section 12.4 Manner of Discipline** The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

If an employee exercises the right to have an employee representative or union official present consistent with Section 12.3 at the predisciplinary meeting, the union official or employee representative may request copies of any record of discipline. If the request is made, the record of discipline shall be forwarded to the party making the request.

In the event the employee does not exercise the right to have an employee representative or union official present consistent with Section 12.3 at the predisciplinary meeting, the Employer shall send a copy of the record of discipline to the Union's business agent following the issuance of the discipline to the employee. In the event of a grievance regarding the issuance of the discipline to the Union's business agent, the remedy is for the Employer to provide a copy of the discipline.

**Section 12.5 Appeals of Discipline** Employees may file grievances of suspensions, demotions, and terminations. Grievances must be appealed directly to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy. Consistent with Article 4, Personnel Files/Performance Evaluations, employees may place written responses in their personnel files to verbal and written reprimands issued by the Employer.

**Section 12.6 Employee Access to Personnel File** An employee shall have access to his or her personnel file, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and Employer, or other mutually agreeable time. The employee may be accompanied by a Union representative at such inspection.

**Section 12.7 Records Retention** Records relating to corrective counseling, verbal and/or written reprimands will cease to have force and effect for purposes of progressive discipline after twelve (12) month from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred, for a like infraction. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twelve consecutive months during which the employee does not receive intervening discipline.

Records relating to suspensions shall cease to have force and effect for purposes of progressive discipline after twenty-four (24) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred, for a like infraction. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twenty-four consecutive months during which the employee does not receive any records relating to suspensions.

All records of disciplinary action removed from the employee's personnel files for any of the reasons outlined above shall not be considered in future disciplinary action, except that prior discipline may be used to establish that employees have been made aware of the expected standard of conduct.

## **ARTICLE 13 FILLING OF POSITIONS**

**Section 13.1 Filling of Positions** The parties agree that all appointments to positions covered by this Agreement shall be filled by the Employer with the procedure the Employer determines. The parties recognize that the Employer has the exclusive authority to determine if and when positions are to be filled.

**Section 13.2 Notice of Vacancies** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy with the necessary qualifications shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. However, employees on pre-approved leave during the entire seven (7) day posting period may have until three (3) days after the close of the posting period to submit a written application for the vacancy or employees may submit a bid on behalf of other employees in their absence.

**Section 13.3 Temporary Appointments** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant bargaining unit position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed forty-five (45) days. However, this provision shall not apply in circumstances whereby temporary assignments are made to fill a temporary vacancy due to an employee's leave of absence.

**Section 13.4 Selection Methods** The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional or lateral positions subject to this Article. The Employer shall select the applicant who is most qualified and able to perform the duties of the position being filled. Qualified in-house applicants shall be given first consideration to fill vacancies by the Employer. When the qualifications of two or more employees are found to be equal, seniority shall prevail in the final determination of who will be selected to fill the vacancy.

**Section 13.5 Probationary Employees** Probationary employees shall not be eligible to make written notice to fill a vacancy during their probationary period.

**Section 13.6 Staffing** When short staffed due to vacation, sick leave, etc., kitchen and transportation will be fully staffed by a bargaining unit member if available. However, if an employee refuses the work, he/she will be sent home without pay and the position will be filled with an available employee.

## **ARTICLE 14 SENIORITY**

**Section 14.1 Accrual of Seniority** Seniority, for purposes of this contract, shall only be based on service with the Muskingum County Center for Seniors. Seniority shall be applied as a determining factor only in those matters specifically specified elsewhere in this Agreement.

**Section 14.2 Laid Off Employees** Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

**Section 14.3 Break In Seniority** The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than twelve months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation which employee is not re-employed or reinstated within thirty-one calendar days

**Section 14.4 Posting of Seniority List** The Employer shall post, at least once every twelve (12) months, a seniority list. Employees may, within fourteen (14) days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate. The Employer shall provide a copy of the seniority list to the Union at the same time.

**Section 14.5 Tie Breaker on Seniority List** Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to the first letter of their last name.

**ARTICLE 15**

**HOURS OF WORK AND OVERTIME**

**Section 15.1 Work Schedules** Work schedules for bargaining unit employees shall be determined and scheduled by the Employer. Prior to being sent home in the event that no work is required of them during the course of a workday, full-time employees will have the option of replacing any part-time employee in any classification prior to being sent home provided that the employee is qualified to perform the duties. Employees electing to replace a part-time employee will work the hours of the part-time employee. Typically, the regularly scheduled work week shall consist of thirty-five (35) hours based upon five (5) consecutive seven (7) consecutive hour work days and two (2) consecutive days off. However, the Employer reserves the right to send employees home in the event that no work is required of them during the course of a workday. The Employer shall designate the start of the work week and work day. In the event that the Employer modifies the work schedules of employees, the Employer shall provide advance notice to employees. The Employer shall not modify the start time of the work week or the work day for the sole purpose of avoiding the payment of overtime.

In the event it is necessary to send bargaining unit employees home due to lack of work, the most senior employees at the Center will be offered the opportunity to go home first. If no more senior employees volunteer to go home, the reduction in the daily work force will be made by sending the least senior employee home first. However, in the event the reduction occurs in the transportation classifications, less senior employees will not be required to return to the Center while on an assignment/run in order for a more senior employee to avoid being sent home. Similarly, more senior employees on an assignment/run will not be offered the opportunity to volunteer to go home, unless they are at the Center.

**Section 15.2 Overtime** All members shall be paid 1.5 times their regularly hourly rate for all hours in paid status in excess of forty (40) hours in a seven (7) day work period, or at the employee's option, the employee may take such payment in the form of compensatory time for each hour worked over forty (40) hours in a work week. The maximum compensatory time that an employee may accrue shall not exceed two hundred and forty (240) hours. Only vacation, sick leave, holiday time and regular hours actually worked shall be considered as hours in paid status.

**Section 15.3 Call-Out** "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, or before the beginning of the employee's regularly scheduled work day.

When a member is engaged in call-out, he shall be paid a minimum of two (2) hours pay at his regular rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater.

Non-bargaining unit employees shall not perform job duties traditionally performed by qualified bargaining unit employees working in bargaining unit classifications during the course of their



**Section 16.4 Time Limits for Recall and Return From Layoff** The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

**Section 16.5 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

**Section 16.6 Appeal** Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

## **ARTICLE 17 TRAINING**

**Section 17.1 Required Training** Training required by the Employer shall be considered as hours worked and shall be paid at the employee's regular, straight rate of pay up to a maximum of their regularly scheduled work hours for the day. Employees required to attend training outside of Muskingum County in their personal vehicles shall receive mileage reimbursement consistent with the County policy regarding mileage reimbursement effective at the time of the training. If possible, the Employer will attempt to give employees at least seventy-two (72) hours advance notice of the required training.

## **ARTICLE 18 PROBATIONARY PERIOD**

**Section 18.1 Requirement to Serve Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the Muskingum County Center for Seniors and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for probationary unless expressly granted, in writing, by the Employer at its discretion.

**Section 18.2 Length of Probationary Periods** The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation

from the Employer and shall continue for a period of ninety (90) days. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.

Employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of sixty (60) days from the day the employee is designated as receiving the new classification. Any other time worked in the new classification shall not count toward the probationary period. During the probationary period in the new classification, the employee may choose to return to their prior classification, or the Employer may choose to return the employee to the prior classification. Upon request by the employee or the Employer, a meeting to discuss the return to the prior position will be held. An employee returned to the prior position consistent with the terms of this Section shall have no right of appeal of the return to the prior position per the terms of this Agreement. Employees shall not accumulate job classification seniority in the new job classification during the sixty (60) day trial period, but shall continue to retain their seniority in their former job classification during this period. Upon completion of the sixty (60) day trial period, the employee shall acquire seniority in the new classification retroactive to the date of appointment to the new classification.

A probationary employee who has lost work time due to illness or injury for more than three (3) work days (cumulative) shall have his probationary period extended by the length of the illness or injury.

**Section 18.3 Appeals by Probationary Period Employees** A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement.

## **ARTICLE 19 MEDICAL EXAMINATIONS**

**Section 19.1 Examinations – General** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

**Section 19.2 Examination Appeals** The Employer may require an employee to take an examination, conducted by a physician to determine an employee's physical or mental capability to perform the material and substantial duties of their position and assignment. The cost of such examination shall be paid by the Employer. If the employee disagrees with the determination of the first examination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The costs of the third physician shall be borne equally by the parties.

**Section 19.3 Leave While Exam Pending** If the Employer requires an examination, the employee will be placed on administrative leave with pay until the results of the examination are

obtained. If the employee does not attend the examination as scheduled by the Employer, then the administrative leave may depending upon the circumstances terminate. A failure to attend a scheduled examination as ordered by the Employer may depending upon the circumstances be deemed insubordination subject to the disciplinary provisions of this Agreement. Further, if the employee does not attend the examination as scheduled by the Employer, the administrative leave with pay may depending upon the circumstances cease and the employee must request additional appropriate leave to cover the additional days of absence from work pending the outcome of the examination.

If the employee requests a second opinion, the employee must request and utilize appropriate leave to cover the additional days of absence from work pending the outcome of the second examination.

In the event that the Employer requests a third opinion, the employee may depending upon the circumstances be placed on administrative leave with pay until the results of the third examination are obtained. If the employee does not attend the examination as scheduled, then the administrative leave may depending upon the circumstances terminate. If the employee fails to attend the third examination, the administrative leave with pay may depending upon the circumstances cease and the employee must request additional appropriate leave to cover the additional days of absence from pending the outcome of the examination.

**Section 19.4 Uses of Leave** If, after examination, an employee is found to be unable to perform the material and substantial duties of their position, then the employee may request to utilize appropriate accumulated, unused leave and other leave benefits.

**Section 19.5 Required Physicals** Nothing in this Article shall be construed as prohibiting an employee from attending physicals required for their positions.

**ARTICLE 20 HOLIDAYS**

**Section 20.1 Holidays** The following holidays will be observed:

- |                               |                            |
|-------------------------------|----------------------------|
| 1. New Year's Day             | 6. Labor Day               |
| 2. Martin Luther King Jr. Day | 7. Columbus Day            |
| 3. President's Day            | 8. Veteran's Day           |
| 4. Memorial Day               | 9. Thanksgiving Day        |
| 5. Independence Day           | 10. Day after Thanksgiving |
| 11. Christmas Day             |                            |

**Section 20.2 Observance of Holidays** In the event that any of the holidays would fall on Saturday the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays should fall on Sunday, the Monday immediately following shall be observed as the holiday. Employees regularly scheduled to work a holiday shall receive seven (7) hours of holiday pay at their regular hourly rate.

**Section 20.3 Work of Holidays** Employees will not normally be required to work on the above-specified days, unless, in the opinion of the Executive Director, or his designee, work needs to be performed. Holiday hours (holiday pay) will count as time worked for the purpose of calculating overtime. All hours worked on any of the listed holidays will be paid for at one and one half (1 ½) times the employees' basic hourly rate of pay, in addition to the seven (7) hours of holiday pay.

**Section 20.4 Eligibility** In order to be eligible for holiday pay, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved paid leave.

**Section 20.5 Vacation** When a paid holiday occurs during an employee's vacation, the employee shall receive holiday pay and will not be charged a vacation day for the holiday.

**Section 20.6 Other Holidays** In the event the Center for Seniors is closed in recognition of a holiday not contained in Section 20.1 above, employees shall receive holiday pay for the hours on which the employees were otherwise scheduled to work. In the event other employees of Muskingum County are granted a holiday not set forth herein, the bargaining unit employees will also be entitled to receive the same holiday with pay.

## **ARTICLE 21**

### **SICK LEAVE/BEREAVEMENT LEAVE**

- A. Sick leave may be requested for the following reasons:
1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious diseases which could be communicated to others.
  2. Illness or injury of a family member of the employee's immediate family. In the case of a member of the immediate family not living in the same household, an employee may request sick leave only if the illness or injury is serious or the employee is needed to care for the family member. Immediate family is defined as the employee's mother, father, sibling, child, stepchild, grandchild, grandparent, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of a parent.
  3. Medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family when such appointments cannot be scheduled outside of normal working hours.
- B. It is the responsibility of each employee to report any anticipated absence and the reason for the absence as soon as possible to the Employer. Employees must report any

anticipated absence no later than prior to the start of their shift. If any employee has prior knowledge of a medical appointment, he/she must advise the Employer as far in advance as possible.

- C. The Employer maintains the right to investigate any employee's absence or pattern of absences. The Employer may require an physician's written certification of the nature of any illness or injury if the employee is on sick leave for three (3) or more days. The Employer may also require a fitness-for-duty examination by a physician appointed by the Employer at the Employer's expense.
- D. An employee shall earn .0575 hours of paid sick leave for each hour in paid status. Paid status for purposes of this Article, Sick Leave, includes hours actually worked and any time on approved paid leave. Sick leave shall accrue without limit.
- E. Sick leave shall be charged in minimum amounts of one (1) hour.
- F. The employee may take up to three (3) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is the same as for the use of sick leave. In the event an employee needs additional bereavement leave, the employee may use sick leave to cover the length of bereavement leave, the employee may use accrued but unused vacation leave subject to the prior approval of the Employer.

In the event of the death of an employee's aunt and/or uncle, employees shall be permitted to use one (1) day of sick leave. The employee's use of sick leave due to the death of the employee's aunt and/or uncle shall not be considered an absence for the purpose of sick leave incentive outlined in Article 28.

## ARTICLE 22

## LEAVES OF ABSENCE/MILITARY LEAVE

**Section 22.1 Leave of Absence** A member incurring any short term disability not duty-connected after he or she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The member shall apply for such leave, in writing, to the Employer.
- B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in

writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

**Section 22.2 Military Leave** All employees who are members of the Ohio National Guard, the state and federal militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties consistent with federal and/or Ohio law. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities.

## **ARTICLE 23 VACATION LEAVE**

- A. Each bargaining unit member shall be allowed vacation leave with pay in accordance with his length of service on the anniversary date of his employment according to the following schedule:
- (a) Ten (10) workdays per year after the completion of one (1) full year of employment.
  - (b) Fifteen (15) workdays per year after the completion of eight (8) full years of employment.
  - (c) Twenty (20) workdays per year after the completion of fifteen (15) years of employment.
  - (d) Twenty-five (25) workdays per year after the completion of twenty-five (25) years of employment.

Vacation time may accumulate from year to another consistent with paragraph D of this Article.

- B. Employees who have prior service with the state or any other political subdivision of the State of Ohio or who were employed by the Employer previously and are re-employed, shall have their service credit for vacation accrual purposes calculated consistent with R. C. §9.44. An employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the state or any political subdivision of the state on and after June 24, 1987, shall not have prior service with the state, any political subdivision of the state, or a regional council of government established in accordance with Chapter 167 of the Revised Code counted for the purpose of computing vacation leave. It is the employee's responsibility to provide the Fiscal Officer with proof of such prior vacation service credit.
- C. No employee will be entitled to use vacation leave during his/her first year of employment.

- D. Accrued vacation leave shall be taken within the twelve (12) months following the employee's anniversary date. An employee, however, may request that accrued, but unused vacation be carried over to the next year, with the appointing authority's prior written approval. The request will be considered on a case-by-case basis, and may be approved in special and meritorious cases. Any request to carry over vacation leave must be submitted annually, with no vacation carried over for more than three (3) years (maximum of 3 years plus current year).
- E. Vacation scheduling is subject to the approval of the appointing authority, who may deny any request based upon the department's operational needs, workload requirements or other business reason. All vacation leave requests must be in writing and submitted in accordance with the timeframes specified in this section. Three (3) working days advance written notice is required when requesting up to one (1) day of vacation leave. Ten (10) working days advance written notice is required when requesting more than one (1) day and less than eleven (11) days of vacation leave. Twenty (20) working days advance written notice is required when requesting eleven (11) or more days of vacation leave. Exceptions to these vacation request time-frames may be granted by the appointing authority, on a case by case basis, for extraordinary circumstances. Requests not submitted in accordance with this requirement may be denied, at the option of the appointing authority.

No employee shall take vacation leave prior to notification of and approval by the appointing authority.

Exceptions for advance notices to vacation requests that are less than seven (7) hours , may be granted for extraordinary circumstances by the appointing authority, on a case by case basis.

- F. For purposes of this Article, Vacation Leave, hours worked means hours the employee is regularly scheduled to work and actually works and hours on approved paid leave.
- G. Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.
- H. Vacation leave must be used in minimum increments of one (1) hour.

#### **ARTICLE 24                      SICK LEAVE CONVERSION**

- A. In accordance with O.R.C. 124.39 upon retirement from active service with the County under PERS, an employee who ha worked at least ten(10) years with Muskingum County, the State of Ohio, or any of its political subdivisions, may elect to be paid one-fourth of the value of his accrued but unused Sick Leave credit. The maximum of such payment, however, shall be thirty days. Upon resignation, layoff, discharge or other separation from employment with the County [other than retirement or death as provided

in the County's policy], the employee shall *not* be eligible to receive sick leave conversion compensation.

- B. Sick leave conversion payment is based upon the employee's hourly rate of pay or salary at the time of retirement. Payment shall be made only once, and shall eliminate all sick leave credit accrued by the employee.
- C. Eligible County employees retiring from active service shall complete a "Sick Leave Payment Upon Retirement" form to request sick leave conversion payment, and initiate approval and payment process.
- D. If an employee, who is eligible for retirement and sick leave conversion as provided for herein, dies while still in active service with the County, the surviving spouse or others [as specified in section 2113.04 O.R.C.] shall be granted a sick leave conversion payment for which the employee would have otherwise been entitled. The date of the employee's death shall be considered as the effective date of separation, with the sick leave conversion payment based upon the employee's rate of pay at the time of death.

## **ARTICLE 25 JURY DUTY/COURT LEAVE**

**Section 25.1 Jury Duty/Court Leave** An employee who is called for jury duty or subpoenaed as a witness to testify in court, will receive regular pay for any regularly scheduled hours of work missed as a result of such jury duty. All monies received as a result of such jury duty shall be turned over to the County Treasurer's Office prior to receiving their regular pay for any regularly scheduled hours of work missed as a result of jury duty.

In order to be paid for jury duty, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from the court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time.

Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

## **ARTICLE 26 WAGES**

### **Section 26.1 Wages**

Effective upon the signing of this Agreement, all bargaining unit employees shall receive a two percent (2%) wage increase. Effective March 1, 2014 all bargaining unit employees shall receive a two percent (2%) wage increase. Effective March 1, 2015 all bargaining unit employees shall receive a one percent (1%) wage increase.

In the event the Employer provides a wage increase to non-bargaining unit employees of the Center for Seniors, including part-time employees but excluding the Executive Director, which is greater than the wage increases outlined above for bargaining unit employees such increases shall be provided to bargaining unit employees.

The parties agree that this provision shall not apply to a wage increase received by a non-bargaining unit employee due to significant increased job duties and responsibilities. It is further recognized that the provisions of this clause do not apply to any wage increase mandated by state and/or federal minimum wage law.

Additionally, in the event the Employer provides any payment or compensation to non-bargaining unit employees of the Center for Seniors in recognition of their participation in an extra-curricular activity sponsored by the Center for Seniors, fundraising event for the Center for Seniors, levy-event for the Center for Seniors, or other after-hours Center for Seniors sponsored event, bargaining unit employees shall also be eligible to receive any additional payment or compensation pursuant to the same terms and conditions as set by the Center for Seniors. This provision shall be subject to bargaining unit employees being notified and given the opportunity to participate through a posting on the Union bulletin board.

## **ARTICLE 27 HEALTH INSURANCE**

**Section 27.1 Insurance** The Employer shall offer the same group health care, vision and dental care insurance coverage to each employee as is offered to the County's general fund employees. Employees shall made the same premium contributions for insurance coverage as the County's general fund employees. It is agreed and understood that the schedule of benefits for employees shall be as set forth for all the County's general fund employees.

**Section 27.2** An employee who is granted an unpaid leave of absence can pay the County the equivalent of their payroll deduction amount to continue their medical insurance coverage for a period of up to a maximum of sixty (60) days. After the sixty (60) day period, the Employee has the option of the insurance coverage under the provisions of COBRA.

**Section 27.3** The Employer shall also provide to all full-time employees term life insurance coverage.

## **ARTICLE 28 – PERSONAL TIME POLICY**

Full-time employees shall be eligible for personal time with pay which may be used for any matter of a personal nature. Each full time permanent employee will be credited with sixteen (16) hours of personal time annually (if you work 8 hours per day) or employees will be credited with fourteen (14) hours (if you work 7 hours per day) on January 1 of each year.

One additional day of personal time may be earned by utilizing no more than 21 hours of sick time within the year.

Compensation for personal time will be equal to an employee's base rate of pay.

Personal time shall used in the year earned. No payout or carryover of personal time will be permitted. Personal time can be used in one (1) hour increments.

Employees requesting personal time will give reasonable notice to the Department Head and/or Appointing Authority and will complete the Personal Time Form.

Personal time may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

Personal time may not be used to extend an employee's date of resignation or date of retirement. (In compliance with O.A.C. 123:1-32-07)

New employees will be credited with one day of personal time if hired January thru June. If a new employee is hired July thru December, no personal time will be granted until January.

**ARTICLE 29** **DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER**

**Section 29.1 Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective March 1, 2013 and shall remain in full force and effect until 11:59 p.m., on February 28, 2016.

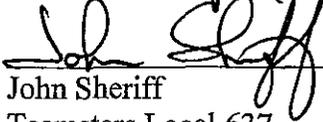
**Section 29.2 Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

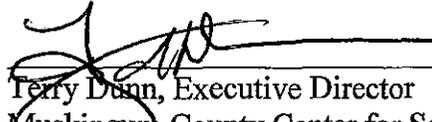
**Section 29.3 Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

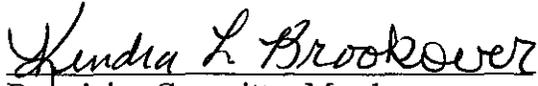
**Section 29.4 Waiver** Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

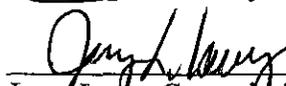
**ARTICLE 30 EXECUTION**

**Section 30.1 Execution** In witness whereof, the parties have executed this Agreement between Muskingum County Center for Seniors, and Teamsters Local Union No. 637, as of the 2nd day of April, 2013 in Zanesville, Ohio.

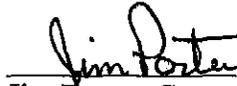
  
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John Sheriff  
Teamsters Local 637

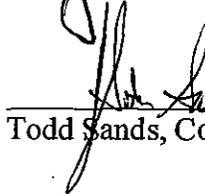
  
\_\_\_\_\_  
Terry Dunn, Executive Director  
Muskingum County Center for Seniors

  
\_\_\_\_\_  
Kendra L. Brookover  
Bargaining Committee Member

  
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Jerry Lavy, Commissioner

  
\_\_\_\_\_  
Sharon Mastromoni  
Bargaining Committee Member

  
\_\_\_\_\_  
Jim Porter, Commissioner

  
\_\_\_\_\_  
Todd Sands, Commissioner

**Memorandum of Understanding between Muskingum County Center for Seniors and Teamsters Local 637**

Both the Employer and the Union recognize and agree that safety is an utmost concern for the Employer and its employees. Therefore, the Employer shall continue to provide a safe working environment for its employees. As such, the Employer shall continue to provide the appropriate equipment, training and other safety-equipment necessary for the employees to perform their required job duties.

As safety is a continually evolving concern of the parties, both the Union and Employer agree to meet upon the request of either party to address any, and all, safety concerns of either party during the safety meetings and/or Labor-Management meetings. Safety meetings may be requested by bargaining unit employees, the Union and/or the Employer. The Employer shall adopt policies and procedures following these safety meetings based upon the deliberations and input of both parties. Although it is the responsibility of the Employer to adopt the safety policies, the Employer agrees to revisit any policy and procedure adopted as the result of these safety meetings upon the request of an employee and/or the Union.

In the event an employee has a concern about their safety, or the safety of a consumer, the employees should notify their supervisor. The supervisor will attempt to resolve the employee's concern. The Director may also be contacted regarding the employee's safety concern. At that point, the parties agree to discuss the employee's safety concerns. Following the discussions, the Employer shall assign the employee(s) to perform the job duty in a manner it deems safe. However, although potentially subject to discipline for a refusal to work, no employee shall be required to work when a good faith doubt continues to exist because of alleged dangerous or unhealthful working conditions that are abnormal to the employee's job duties. Such discipline issued to an employee may be grieved pursuant to the terms of the parties' collective bargaining agreement.

It is recognized that it may be beneficial to provide lift van drivers additional assistance when transporting certain consumers due to unusual circumstances. In the event of unusual circumstances requiring assistance, efforts will be made by the Employer to provide the additional assistance as outlined by the following procedure:

- (1) If a lift van driver believes that it would be beneficial to have additional assistance when transporting certain consumers, the lift van driver shall notify his supervisor;
- (2) The supervisor and/or Director shall meet with the lift van driver to discuss the rationale for requesting additional assistance and whether such additional assistance is necessary and appropriate. This may include the supervisor arriving at the scene to assess the request;
- (3) Following the assessment, the supervisor shall determine on a case-by-case basis whether additional assistance would be beneficial and whether it will be provided;
- (4) If it is determined due to unusual circumstances additional assistance for the consumer in the future would be helpful, efforts will be made to have another

- employee provide the additional assistance when circumstances, schedules and workload permit;
- (5) If an employee is available to provide the lift van driver assistance, the employee's schedule shall be arranged such that assistance may be provided;
  - (6) If a request is not made by the employee prior to the scheduled transport, the Employer is not required to provide assistance of an employee. However, if assistance is required and no employee is available, the assistance will be provided by the supervisor, if available;
  - (7) This procedure shall not result in a guarantee of additional hours for any employee;
  - (8) Upon completion of the transport, the part-time employee shall be returned to the Center so that employee may complete their other work responsibilities.

As stated, no procedure or policy adopted by the Employer following the discussions in the safety meeting shall be modified by either party absent prior meeting and discussion.

Signed and set forth this 2 day of April, 2013.

FOR THE EMPLOYER:

FOR THE UNION:

Muskingum Center for Seniors

Teamsters Local 637

By: [Signature]

By: [Signature]

Title: CEO Director

Title: SECRETARY - TREASURER

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STATE OF OHIO  
OPWC BOARD

2013 APR 12 P 2:11

April 8<sup>th</sup>, 2013

Muskingum Center for Seniors – Revised dues/fees rate payable effective May 1<sup>st</sup>

Employee	Revised Wage	Revised Dues	Assessment	May 1 <sup>st</sup> rate
Brookover, Kendra	\$10.33	\$21.00	\$1.00	\$22.00
Dalton, Naomi	\$11.48	\$29.00	\$1.00	\$30.00
McHenry, Karen	\$11.41	\$29.00	\$1.00	\$30.00
Random, Michael	\$11.48	\$29.00	\$1.00	\$30.00
Sheppard, Cynthia	\$8.98	\$18.00	\$1.00	\$19.00
Tucker, Donna	\$10.06	\$20.00	\$1.00	\$21.00

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OPWC



# TEAMSTERS LOCAL UNION NO. 637

100 Timber Run Rd., P.O. Box 2746, Zanesville, Ohio 43702-2746

Phone  
(740) 453-2102

DOUG GREINER, President      JOHN SHERIFF, Secretary-Treasurer  
Scott Wilson, Vice-President      Mike Dickerson, Recording Secretary  
Trustees: Cheryl Stamm, Greg Ritterbeck, Bert Simonson  
S. Yvonne Sidwell, Office Manager

Fax  
(740) 453-2410



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

## MUTUAL AGREEMENT

By and Between

**Muskingum County Center for Seniors**

and

**Teamsters Local Union No. 637**

2013 FEB 12 P 2 11  
MUSKINGUM COUNTY CENTER FOR SENIORS

It is hereby mutually agreed and understood by and between the parties hereto that the current collective bargaining agreement will be extended for thirty (30) calendar days. Further, it is agreed and understood that any and all monetary gains will be retroactive to the original expiration date of February 28<sup>th</sup>, 2013.

Signed and set forth this 25 day of February, 2013.

FOR THE EMPLOYER:

FOR THE UNION:

**Muskingum County Center for Seniors**

**Teamsters Local Union No. 637**

By: [Signature]

By: [Signature]

Title: EXEC. DIR.

Title: SECRETARY - TREASURER