

FINAL

**AGREEMENT
BETWEEN
THE
COMMUNICATIONS
WORKERS
OF
AMERICA
LOCAL 4340
AND
THE HELP
FOUNDATION, INC.**

**EFFECTIVE: April 1, 2016
TERMINATES: March 31, 2019**

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This Agreement effective as of April 1, 2016 is made at Cleveland, Ohio between the Communications Workers of America Local Union 4340, AFL-CIO (the "Union") and The Help Foundation, Inc. (the "Employer").

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees and only those employees who are within the designated bargaining unit for the purpose of wages, hours and working conditions.

The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the consumers that all dealings between them continue to be characterized by mutual responsibility and respect.

SECTION 2. The designated bargaining unit shall consist of all regular full-time and part-time, non-professional employees of the Employer located at its facility at 4499 Ammon Road, South Euclid, and 3345 Mayfield Road, Cleveland Heights, but excluding all confidential and professional employees, guards, supervisors and managerial employees, and the following positions, which are specifically excluded from the bargaining unit:

Executive Director	Controller
Chief Program Officer	Chief Human Resource Officer
Program Manager	Human Resources Manager
Program Specialist	Chief Financial Officer
Executive Secretary	Site Leaders
Program Coordinator	Lead Care Workers

SECTION 3. The term "employees" refers to an employee who has completed his/her initial probationary period and those within the designated bargaining unit as defined in Section 3.

SECTION 4. Temporary employees are those who are given regularly scheduled working hours:
A.) On a temporary or emergency basis for a specified period of time not to exceed four (4) consecutive months during any calendar year; or
B.) To fill in during the temporary absence of a regular staff member on an approved leave of absence, but not to exceed four (4) consecutive months during any calendar year.

SECTION 5. In the event that a new position classification is created, the Union shall be notified in writing within thirty (30) days. The question of its inclusion in the bargaining unit, if the parties do not agree upon the issue of inclusion, shall be subject to a unit clarification proceeding before the National Labor Relations Board. The Employer does not waive its right to challenge such an inclusion pursuant to an unfair labor practice proceeding. If the new position is included in the bargaining unit, by agreement or by order, the appropriate salary for the position shall be subject to negotiation up to good faith impasse upon written

request of the Union, provided such request is made within thirty (30) days of notice of the newly created position classification.

ARTICLE 2 UNION SECURITY

SECTION 1. Membership in the Union is not compulsory. Employees have the right to join or not to join, maintain or drop their membership as they see fit. Neither party shall coerce nor discriminate against an employee in this regard.

SECTION 2. The Union is required under this agreement to represent the employees in the bargaining unit fairly and equally irrespective of the employee's membership in the Union. The terms of this Agreement have been made for the benefit of all employees in the bargaining unit.

All members of the bargaining unit hired or accepting bargaining unit positions shall either join the Union or pay to the Union an amount equal to the Union's regular and customary service fee as a condition of employment.

If any member of the bargaining unit writes a refusal to pay the Union service fees, which is a condition of employment, those bargaining unit members shall be discharged. The termination shall not occur in the first seven (7) days after refusal, which shall be used by the Employer and Union, to meet together with the employee to warn of the impending action.

SECTION 3. In accordance with Section 2 above, the Employer shall deduct initiation fees, Union dues, and/or Union fees, monthly, in whatever sum is authorized by the Union from the pay of said employees. The amount to be deducted shall be limited to fees and dues uniformly required of all Union members. The Union shall give the Employer thirty (30) days' notice of any contemplated change in such amounts.

Deductions of Union dues and fees as provided in this Article will be made from the pay earned during the first pay period of each month. Such deductions will commence as of the first monthly pay period next following the completion of the first thirty-one (31) days of employment.

SECTION 4. The Employer's obligation to make deductions shall terminate automatically upon termination of the employment of the employee or upon transfer to a job with the employer not covered by this Agreement, or upon his layoff from work or upon his absence due to an approved leave. Such deductions shall be resumed if an employee is returned to the bargaining unit via transfer, rehire, recall or return from leave.

SECTION 5. Deductions provided in this Article shall be transmitted to the Union no later than the thirtieth (30th) day following the end of the first pay period of each month. The Employer will furnish the Union, together with its payment, a list of all employees and their positions whose employment was terminated during the proceeding calendar months.

- SECTION 6. The Union agrees that it will indemnify and hold the Employer harmless from any and all actions or claims arising out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of Sections 2-5 of this Article, and assumes full responsibility for the disposition of the dues to be deducted once they have been turned over to the Union.
- SECTION 7. At the time of employment, the Employer shall inform the employee of his/her salary status, job description, the existence of the Union and the right to join or not to join the Union. The employer will provide the employee with a copy of the current Collective Bargaining Agreement, if such copy is supplied to the Employer by the Union, the cost of such copies to be shared equally by the Employer and the Union. The Union will be provided information regarding new employees by the Employer.
- SECTION 8. There shall be no discrimination against any employee by the Employer or the Union because of race creed, age, sex, color, national origin, handicap, sexual preference or his/her membership or non-membership in the Union or his/her Union activity or non-activity.
- SECTION 9. Employees shall not engage in Union activities during working hours with the exception that a steward or chief steward duly designated by the Union may confer with an employee regarding a grievance, may meet with the Employer regarding a grievance and participate in labor-management meetings. The combination of all the above-mentioned activities may take place up to a total of two (2) hours per month. This time may be extended by mutual agreement. In addition, any of the above mentioned activities will only take place when a mutually agreed upon time is scheduled. The steward or chief steward must notify the Program Manager or designee in advance of meetings with employees. All meetings will be conducted only when adequate coverage of work is available.
- SECTION 10. The Agency shall allow a representative of the Union to conduct orientation meetings for new employees during working hours at a time that is agreeable with management.
- SECTION 11. Joint Meeting Time: Employees who are acting in the capacity of a Union Representative in attendance at meetings with Management or their designee, shall suffer no loss of pay. It is the intent of this Article that time spent in these meetings will be during normally scheduled working hours.
- SECTION 12. During the duration of the contract, two (2) Union Representatives will be allowed a maximum of sixteen (16) hours of time off, without pay to participate in representatives training conducted by the Union. The time for the representatives training will be at a time mutually agreeable to the Union and the Employer. No more than two (2) Union Employees shall be granted a leave in a contract period. Such employees shall be so designated, and shall not be transferable to another employee.
- SECTION 13. Union Leave: Upon five (5) days written notification from the Union, an employee shall be given an unpaid leave an absence of up to fourteen (14) days to attend

Union functions or to work on Union business. No more than two (2) employees of the Agency shall be granted a Union leave in a calendar year.

ARTICLE 3 MANAGEMENT RIGHTS

- SECTION 1. The parties affirm and recognize that the Employer is a human service organization, the program of which is devoted to the efficient and effective services for people of this community. The employees have as their aim the realization of the objective of such service to the community in daily practice. Both the Employer and the Union affirm a commitment to maintain quality programs.
- SECTION 2. The Union recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive right of the Employer to manage its operations and programs in all phases and details. The Union agrees for itself, its agents, representative, and members to cooperate fully with the Employer to attain and maintain full efficiency of client services, recognizing the Union's obligation to administer this Agreement for the benefit of the employees and provided that the Union's processing of grievances shall not be deemed as failure to cooperate with the Employer.
- SECTION 3. Except as limited by the terms of this Agreement, the exclusive rights of management include but are not limited to the right to hire, layoff, promote, assign duties to, transfer, discipline or dismiss employees; to introduce new or improved methods or facilities; to contract work out; and to carry out the ordinary and customary functions of management. The Employer also has the right to make and alter reasonable rules and regulations, not inconsistent with this Agreement, to be observed by employees. All the rights, powers, discretion and authority possessed by the Employer not inconsistent with this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.
- SECTION 4. Employees shall carry out reasonable orders, directions and instructions issued by a supervisor, as defined in Article 4, Section 2, provided such order, direction or instruction cannot endanger the health or safety of the employee.
- SECTION 5. It is the desire of the Employer and the Union to maintain a safe and healthful working environment.

The Employer and the Union agree to establish a Labor-Management Committee that will consist of three (3) permanent, identified members selected by the Union and three (3) permanent, identified members selected by the Employer. The Committee may meet at the beginning or end of a regularly scheduled shift. The committee, if needed, will meet quarterly, but not less than twice per year during agency work hours at a mutually convenient time that does not interfere with the services needs for the consumers. When a mutually agreed upon emergency exists, a meeting of the Labor-Management Committee shall be held as soon as practical. The emergency determination is made by one member of the bargaining unit committee and one member of the management defined as

assistant manager or above. An emergency is defined as an acute, life threatening unpredictable, novel situation that impairs the health of consumers and/or staff. The Committee will have met if one representative of each party attends the meeting. Agreement from both sides of the Labor-Management Committee shall be required for the agreed upon meeting to last more than an hour.

The purpose of the meeting is to consider concerns, discuss issues, make recommendations concerning the health and safety of all employees and clients, to promote a climate of professionalism and effective use of Agency resources to serve the community and maintain communications. The Committee shall address issues it deems appropriate, including but not limited to, health and safety, work climate and policies and procedures.

This Committee shall not include discussion of any specific grievance pending under the grievance procedure outlined elsewhere in this agreement.

Nothing in the Article shall be construed as a waiver of the rights contained in the Management Rights Article, of this Agreement, nor of the rights of the Union to act as sole and exclusive bargaining representatives for the Bargaining Unit.

- SECTION 6. The Employer shall withhold political action fund deductions from each pay received from those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues, in the same manner as Union dues.

ARTICLE 4 JOB STATUS, CLASSIFICATIONS AND SALARY SCALE

- SECTION 1. A new employee shall be hired at a salary which is not less than the minimum salary established for the job classification into which the employee is placed. The Employer may, within its discretion, start an employee at a rate in excess of the minimum salary for that position, but at a rate below the highest paid employee in that classification.
- SECTION 2. The job descriptions of all positions covered by this Agreement are available upon request.

Care Worker Summary:

Under the direct supervision of the Shift Supervisor or leading from an Acting House Parent, renders direct services to meet the basic development needs of the Individuals assigned. Provides services in accordance with the Individual Service Plan (ISP) and as funded by an HCBS Waiver.

Services Provided Include the Following:

1.) Supervise or assist Individuals we serve so that their growth and development is enhanced through performance of assigned training programs. Performs daily routines in activities of daily living within their home and environment.

- 2.) Service the Individuals so that they progress in self-help skills and overall Individuals' development, following prescribed program as outlined.
- 3.) Assist in transporting Individuals for medical appointments or treatment and to/from community-based events.
- 4.) Provide general supervision of Individuals so that supervisors and administration are kept informed of the Individuals progress or change in condition.
- 5.) Provide basic personal care and grooming, including bathing, care of the hair, and assistance with clothing or dressing.
- 6.) Assistance with bladder and/or bowel requirements or problems, including helping the Individuals to and from the bathroom, or assisting the Individuals with toileting routines.
- 7.) Prepare meals in accordance with menu plan. Assist Individuals with eating.
- 8.) Performing household chores essential to the Individuals health and comfort in the home (e.g. necessary changing of bed linens or rearranging of furniture to enable the Individuals move more easily in their home).
- 9.) Assessing, monitoring and supervising the Individuals to ensure their safety, health and welfare. Provide first aid treatment as needed.
- 10.) Light cleaning tasks in the areas of the home and environment used by the Individuals.
- 11.) Using equipment provided to do Individuals personal laundry.
- 12.) Perform related duties as assigned so that the Agency mission is implemented and compliance is maintained with licensure/regulatory agencies.

SECTION 3. If the Employer substantially changes the job responsibilities of an existing position, the Employer shall notify the Union in writing of the changes in job responsibility, and the Employer and the Union shall renegotiate the rate of pay for the position, provided that the Union makes a written request to the Employer to negotiate within thirty (30) days of notice to it of the changes in job responsibilities. If the Employer fails to notify the Union of such change in job responsibilities, or if the Employer and the Union disagree after negotiating up to good faith impasse as to whether such a change has occurred or what the appropriate rate of pay shall be, the Union may utilize the grievance procedure, including arbitration, to determine whether a substantial increase has occurred and what is the appropriate salary.

SECTION 4. A probationary employee shall acquire no seniority during his/her probationary period, except that at the end of the probationary period or any extension thereof

an employee deemed satisfactory shall acquire seniority effective as of the last date of hire. A probationary employee may be discharged without recourse to the grievance procedure in this Agreement.

The probationary period for all employees regularly scheduled to work twenty (20) hours or more per week shall be three (3) months. The probationary period of such employee shall be extended by mutual agreement of the Employer and the employee when the employee, in the discretion of the Employer has failed to fully demonstrate competence in meeting the requirements of the position. Such a period may not exceed the length of the original probation. The Employer may, at its discretion, extend the probation for a period of thirty (30) days if the Employee has not worked for a minimum of twenty (20) days. The Employer shall outline the specific problems and develop a plan to assist the employee in overcoming such problems, prior to the beginning of the extension. The Union shall be notified in advance of the extension.

The probationary period for employees regularly scheduled to work less than twenty (20) hours per week shall be six (6) months. There shall be no extension of the probationary period for such employees.

SECTION 5. Each non-probationary employee shall receive an annual written evaluation from his/her supervisor(s). Prior to finalizing the evaluation in written form, the supervisor(s) will confer with the employee about the evaluation. A copy of the evaluation shall be given to the employee. An employee may prepare a written disagreement with any points in the evaluation, which disagreement shall be filed with the employee's personnel record and transmitted with it. Copies of the evaluation and all other documents in an employee's personnel file shall be available to that employee upon request.

SECTION 6. Where an employee is temporarily assigned to a bargaining unit position classification in a higher pay category than his/her classification (other than normal coverage or coverage during another employee's vacation period, sick leave or the portion of a maternity leave during which unused sick time leave is applied) for a period in excess of one hundred twenty (120) hours in any calendar year, and the employee assumes and performs the total responsibilities of the classification, he/she shall receive not less than the minimum rate of the classification for the entire period that he/she performed the work of the higher classification or an increase of five (5) percent above his/her regular rate of pay, whichever is greater. Management has the right to designate any employee, designated as care worker and with six (6) months or more paid service to serve as acting houseparent under emergency, medical and/or programmatic crisis circumstances. No on duty staff with above credentials can refuse service. All staff with the above credentials must receive AHP training. The prescribed training will be reviewed by the Labor-Management Committee. Special emphasis will be the incorporation of an R.N. consultant to address medication distribution issues. An employee who assumes the duties of Acting Houseparent, AHP, shall receive an increase in wages of one dollar twenty five cents (\$1.25) per hour effective July 1, 2003 upon performing duties, provided that assumption of such duties has been approved by the employees' supervisor.

SECTION 7. The Employer shall post a notice of any permanent bargaining unit job opening and give the employees at least five (5) calendar days to apply for that opening. In order to ensure adequate services will be provided to the consumers and to better control the work load of existing employees, the Employer may recruit externally at the same time the internal posting is in effect. The Employer will review all timely applicants on the basis of seniority, qualifications, skill, experience and ability to perform the job in questions. All other factors being substantially equal, seniority shall govern where there are two or more applicants for a posted job. The Employer may fill the job based on seniority, qualifications, skill, experience and ability to perform the job. The Employer retains the exclusive right to determine the existence of a vacancy and to determine whether and when to fill a vacancy.

The employee to whom posted a job, different from a current job but within a bargaining unit position, is awarded that job, shall be given a reasonable trial period, not to exceed ninety (90) days, to demonstrate he/she can satisfactorily perform the duties of the new job with no more supervision than is required by other qualified employees on the same job. If the employee fails to perform satisfactorily by the end of the trial period, the employee will be returned to a like position if a position is available. If the employee returns to a like position, he/she will be paid at the rate he/she was paid before assuming the new position in which they were not successful.

SECTION 8. The Employer agrees that it will not hire contracted and/or temporary employees as replacements for fulltime and part time bargaining unit employees with the intent or for the purpose of reducing the number of fulltime and part time bargaining unit employees. It is specifically understood, however, that this Section in no way limits the legitimate exercise of existing management rights set forth in Article 3 of this Agreement. This Section does not apply to concerted activities that interfere with the Employer's operations, deliveries and suppliers as described in Article 15, No Strike and No Lockout during Term of Agreement.

SECTION 9. If an employee indicates a desire for on call work, and, in the Employer's discretion, meets the qualifications for such work, he/she shall receive preference for such work in order of seniority, provided that the following conditions are satisfied:

A.) The employee is responsible for notifying the Program Manager or designee, in writing, of those days and hours that he/she is available for work.

B.) The Employee shall undertake fully the responsibilities performed by care workers during the shift as determined by the Site Leader, Program Specialist, and/or Program Manager. If an Employee willfully and knowingly fails to perform such responsibilities, he/she shall be notified of the failure. Such a failure occurs when the employee possesses the required knowledge and skill but still does not properly perform the responsibility, or when the employee does not have the required knowledge or skill but does not seek assistance for the supervisor. An employee who willfully and knowingly fails to perform fully such responsibilities shall be subject to the corrective action process. An employee who accepts on call hours will be required to arrive for the scheduled shift on time, fully perform all assigned responsibilities and remain for the entire shift. Any violation of this

process will result in the use of applicable policies and procedures to correct the situation.

C.) Unless authorized by the Employer, additional hours, or any portion, will not result in the employee working more than forty (40) hours during any one-week period.

D.) Unless authorized by the Employer, the employee has not already worked eight (8) hours within the previous twenty-four (24) hour period.

E.) The employee must decide immediately upon receiving an offer to perform on call work whether to accept such an offer. Failure to respond immediately shall be deemed a refusal of an offer of an on call work.

F.) Employees who perform on call work shall be paid at their regular rate of pay.

SECTION 10. Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits on a prorated basis, except where specifically stated otherwise. Benefits for part-time employees shall be prorated based on the employee's regularly scheduled hours compared to full-time hours. Those prorated benefits shall be adjusted when the employee's regularly scheduled hours are adjusted.

SECTION 11. When there is a firm plan to implement a bonus for bargaining unit employees, the employer shall notify the Union and discuss the plan. The notification to the Union must occur prior to implementation but not necessarily prior to the announcement. This is not a re-opener.

SECTION 12. Wage Rates

A classification wage scale is established below. All non-probationary employees shall progress to the next level in the classification if one is available as set out below effective on the listed dates. Employees employed by The Help Foundation, Inc. upon execution of this Agreement shall be eligible for the following wage rates:

Effective March 20, 2016

Care Worker level 3 (9 years of service and over)	11.25
Care Worker Level 2 (5 years through 8 years of service)	9.86
Care Worker Level 1 (0 through 4 years of service)	8.84

Effective March 19, 2016

Care Worker Level 3 (9 years of service and over)	11.48
Care Worker Level 2 (5 years through 8 years of service)	10.06
Care Worker level 1 (0 through 4 years of service)	9.02

Effective March 18, 2018

Care Worker Level 3 (9 years of service and other)	11.71
Care Worker Level 2 (5 years through 8 years of service)	10.26
Care Worker Level 1 (0 through 4 years of service)	9.20

SECTION 13. All non-probationary employees employed upon the execution of this agreement shall receive a one-time ratification payment in the following manner:

Level 3	Seven Hundred and Fifty (\$750.00) dollars
Level 2	Four Hundred and Fifty (\$450.00) dollars
Level 1	One Hundred and Fifty (\$150.00) dollars

All probationary employees employed upon the execution of this Agreement shall receive a payment equal to one-half (1/2) of a Level One (1) one-time payment. This payment shall be seventy-five dollars (\$75.00).

The payment shall be made to each eligible employee after the first full payroll period following the execution of this Agreement.

ARTICLE 5
WORK WEEK

SECTION 1. The regular work period for a full-time employee shall be forty (40) hours per week, including break time.

SECTION 2. Subject to (a) and (b) below, overtime shall be defined as any work performed eight (8) minutes or longer beyond forty (40) hours in any work week.

Authorized overtime for non-exempt employees as defined by the Fair Labor Standards Act shall be compensated in the following manner:

A.) Time worked beyond the normal work hours shall be compensated at the employee's straight rate of pay up to forty (40) hours in a one-week period.

B.) Times worked in excess of forty (40) hours in a one-week pay period shall be compensated at the rate of one and one half (1-1/2) times the employee's regular rate of pay.

SECTION 3. All employees working four (4) consecutive hours or more per day, but less than eight (8) consecutive hours per day are entitled to a fifteen (15) minute break, as scheduled by their supervisor. Employees working eight (8) consecutive hours per day may take two (2) fifteen (15) minute breaks and one-half (1/2) hour free time. All breaks and free time must be taken ON-SITE. The supervisor shall endeavor to schedule breaks during normal meal times, taking into consideration

the consumers' meal time and preparation time for meals, program needs and the feasibility of program scheduling.

SECTION 4. Employees shall be notified one (1) week in advance of mandatory staff meetings, in-service training, and staff development meetings unless the circumstances make such notice impossible. Employees shall receive straight pay in accordance with overtime provisions when they attend meetings scheduled during off-duty times. The employer shall endeavor to schedule these meetings conveniently for all shifts, taking into consideration the round-the-clock work schedules, the availability of video-taping equipment, the feasibility of videotaping, and the necessity of actual attendance, the availability of the speaker, expense, and location.

ARTICLE 6 SENIORITY

SECTION 1. Seniority is defined as the length of time an employee has been continuously and regularly employed by the Employer measured from the last date of hire. Seniority shall accumulate during all authorized short-term sick leaves, vacation leaves, educational leaves or personal days. Seniority shall continue, but shall not accumulate, during all other authorized leaves with or without pay. Seniority shall be bargaining unit wide except where specifically limited by this Agreement.

In applying seniority, employee shall accrue service credit prorated based upon time actually worked, divided by two thousand eighty (2,080) hours. Holidays, sick days, vacation days and personal days shall count as time worked in an amount equal to the number of hours the employee would have been scheduled at the time the absence occurred. All other leaves shall not be counted as time when an employee has worked.

For employees regularly employed on July 1, 1987, service credit shall be calculated by calendar time from the date the employee last began regular employment until such date. Thereafter, seniority shall be calculated in the manner described in the above paragraph.

SECTION 2. Seniority will be broken and all right of employment or reemployment will be terminated when an employee:

A.) Resigns, quits or retires;

B.) Is discharged for just cause;

C.) Fails to report to work upon termination of a leave of absence or obtain timely advance approval for an extension;

D.) Fails to notify the Employer in writing of his/her intent to return to work within ten (10) calendar days after receipt of a recall notice sent by certified mail, return receipt requested, to the employee's last known address;

E.) Fails to report to work within fourteen (14) calendar days after receipt of a recall notice sent consistently with "d" above, unless the Employer agrees to an extension;

F.) Is laid off for a period of time greater than employee's continuous Agency seniority at the time of layoff or one (1) year whichever is less;

G.) Refuses a comparable job assignment, as defined in Section 3, upon recall from layoff

SECTION 3. The Employer retains the right to retrench, reorganize, and adjust its program as it sees fit. The following system shall govern the layoff, displacement or transfer of employees when it is necessary to reduce the number of position held by bargaining unit employees, provided that the remaining employees have **seniority**, qualifications and experience to perform the work satisfactorily and efficiently without the necessity for further training.

In effecting layoffs, displacements or transfers of employees because of retrenchment, reorganization or adjustment to a change in program, the Employer shall give at least thirty (30) days' advance written notice to the Union and the affected employees. In the event of a disaster which requires layoff, displacement or transfer of employees, the Employer shall give at least fourteen (14) days' advance written notice to the Union and the affected employees. The Union shall have the right to appear before the Executive Director to discuss the contemplated reorganization, retrenchment or adjustment in programs before any changes in employee status can be affected.

Whenever a reduction in the workforce becomes necessary, employees working within a job classification shall be laid off in the following order:

A.) Temporary employees shall be laid off first

B.) Probationary employees shall be laid off next

C.) Non-probationary employees shall be laid off in reverse order of seniority, provided that in the Employer's discretion, the remaining employees within the job classification have necessary qualifications and experience to perform the work on a satisfactory and efficient basis without necessity for further training.

The Employer shall have the right to make necessary transfers of employees who are not laid off so as to assure that all remaining job positions are filled with persons who, in the Employer's discretion, are qualified and experienced to perform the work on a satisfactory and efficient basis without necessity for further training.

An employee subject to layoff or displacement will be offered any position not filled by an employee with greater seniority, first within his/her job classification. If there are no positions with lower seniority within his/her classification, the employee may be offered positions in other classifications, so long as, in the Employer's discretion, the employee has the necessary qualifications and experience to perform the work on a satisfactory and efficient basis without

necessity for further training. If the employee does not accept the offer, the Employer may consider the employee to be voluntarily laid off, provided that the employee will be deemed to have resigned when he/she refuses other suitable work in a vacant position where such vacancy was not due to layoff or displacement. If the employee accepts the offer he/she may be paid at the rate for the job classification in to which he/she transfers. An employee whose salary changes because of the transfer shall be reassigned to their former job classification should there be a vacancy, and their salary shall revert to the level it was prior to the change in classification. An employee who is bumped because of such a transfer shall be offered a position, if one exists, in accordance with the procedures described above.

A non-probationary employee who is laid off shall have the right of recall if the Employer seeks to fill a vacancy or creates a new position for which the employee in the Employer's discretion has the necessary qualifications and experience to perform the work on a satisfactory and efficient basis without necessity for further training. The employee shall be credited with any previously earned seniority. Such right to recall shall be in order of seniority and shall exist for one (1) year from the date of the employee's layoff or for a period equal to the employee's seniority, whichever is less.

Any recalled employee shall be notified by the Employer in writing by certified mail, return receipt requested, to the last address furnished by the employee. All employees shall notify the Employer of any changes in the address and telephone number provided by the employee to the Employer. If the employee does not communicate an intent, in writing or by telephone to the Executive Director, or the Program Director, to fill an available job within ten (10) calendar days from the date of receiving such notice and report to work within twenty-one (21) calendar days of the receipt of notice, unless the Employer agrees to an extension, the employee waives his/her recall rights. If the employee communicates the intent by telephone, the Employer shall have the right to demand that employee report to the office within three days and sign a note of intent.

Employees who are laid off or involuntarily terminated may, at their option, continue in the hospitalization program at their own expense for the period provided by relevant legislation.

An employee with two (2) years or more of regular employment who is laid off due to reorganization, retrenchment or adjustment to a change of program shall receive severance pay of one (1) week salary at the current rate for each full year of continuous employment beyond two (2) years, up to a maximum a six (6) weeks of salary.

SECTION 4. When a reduction of hours is necessary because of retrenchment, reorganization or adjustment to a change in program, the above procedures described apply.

SECTION 5. Whenever coverage is required on a holiday, hours available will be posted. The employee must sign up for hours they want to work, even if they would normally

be scheduled. Needed coverage will be awarded based on seniority. If a reduction in coverage is necessary because fewer consumers are present on the holiday, senior employees on shift will be given first opportunity to remain on shift.

If no employee signs up for the holiday hours, than those employees scheduled will be required to work the holiday.

ARTICLE 7 INSURANCE

SECTION 1. Hospital and Medical Insurance

On the first of the month following sixty (60) days of service, employees who are regularly scheduled to work thirty (30) hours or more per week may participate in the Employer sponsored Health Insurance Plan.

Each eligible employee who elects to participate shall pay a pro-rated cost of the single premium of the Employer Health Plan. The Employer shall pay for each eligible employee who has been employed for five (5) or more years of continuous service, an amount equal to one hundred percent (100%) of the cost of the single premium. Employees may enroll in family coverage at their own expenses.

In the event the Employer seeks to substitute its health care coverage with an alternative plan, the coverage provided must be substantially equal or better than the current plan.

SECTION 2. Life and Disability Insurance

All Employees who are regularly scheduled to work twenty (20) hours or more per week are eligible to participate in the group Life and Disability Insurance Plan offered by the Employer. The benefits of such plan must be as good as or better than the policy currently in effect. If an employee is already covered either through employment or elsewhere or by or through a spouse or parent employed at the Agency or elsewhere, or if the employee is otherwise ineligible, the Employer has no substitute obligation to the employee in lieu thereof.

The Employer shall pay for group life and disability insurance for all employees regularly scheduled to work thirty (30) to forty (40) hours per week. The Employer shall offer group life and disability insurance for all employees regularly scheduled to work twenty (20) to twenty-nine (29) hours per week.

The Employer shall offer a Voluntary Long Term Disability plan to all employees at their own option and cost.

SECTION 3. Annuity Plan

The Employer shall continue its participation in an annuity plan, on behalf of the employees covered under this Agreement, which is better than or equal to the

current retirement plan. Employees may enroll and participate through payroll deduction.

SECTION 4. Credit Union

The Employer shall continue to participate, if permitted, in The Ohio Educational Credit Union. Employees may enroll and participate through payroll deductions.

ARTICLE 8 CORRECTIVE ACTION AND TERMINATION OF EMPLOYMENT

SECTION 1. The Employer has the right to provide corrective action, suspend or terminate a probationary employee for any reason. Employees who have completed their probationary period will be provided corrective action, suspend or discharged only for just cause. In the even an employee believes that he/she has been discharged, suspended or disciplined unjustly, the employee shall have the right to challenge such action under the grievance procedure as outlined under Article 14 of this Agreement.

To assist the employee in learning those responsibilities and skills necessary for proper work performance, the Employer will discuss with the employee at the outset of regular employment the contents of accurate applicable job descriptions, work rules, operations procedures, and performance evaluation criteria. Such discussion, review, and receipt of copies will be recorded in the employee's personnel file by having both the employee and the Employer sign an agreement as to the date these requirements were completed. Furthermore, one purpose of the probationary period is to familiarize the employee with what is expected of him/her and allow the Employer to determine whether the employee can attain the knowledge and skills to do the job properly. During this time, it is the responsibility of both the Employer and employee to discover any deficiencies in knowledge or skills and mutually remedy them.

In most cases, supervisors should first use counseling to address performance problems which might arise by helping an employee to understand that a problem exists, relating the impact of that problem upon the employee's overall performance, assessing the employee's general aptitude for the job and responding appropriately to the problem-solving approach. Counseling also requires the employee to take an active role in the resolution of the problem.

Corrective action is an appropriate response to a performance problem when previous attempts to effect a change in performance have not succeeded or when the performance problem is serious enough to warrant immediate disciplinary action. The extent of the discipline will be determined by the seriousness of the problem being addressed.

In effecting corrective action which results in a reference in the employee's personnel file, the Employer shall give notice to the Union: this notice will be given via fax on a weekly basis except that in cases where the employees conduct immediately threatens the safety or welfare of persons or property or otherwise potentially disrupts the functioning of the Agency, the Employer may suspend the employee immediately without pay pending a decision regarding

discharge or other disciplinary action. The Union shall be notified as soon as possible but no longer than the length of two (2) business days and the Step 1 grievance deadline shall begin from the date the Union receives the notice, In the event of involuntary termination, the Employer must notify the Union Director. In cases where the Employer's decision is to implement corrective action less severe than discharge, the employee may choose to use accrued PTO until the investigatory process is completed.

In case of any disputed discharge, the issue to be determined by arbitration shall be whether or not the cause was just or unjust, and should the arbitrator decide that the cause was not just, the employee shall be reinstated with all rights and salary restored, retroactive to the date of the original suspension unless the arbitrator determines otherwise. Provided, however, that if an employee is discharged for mental unfitness after having exhausted reasonable accommodation in compliance with the American's With Disabilities Act, the arbitrator shall not be authorized to substitute his/her judgement for that of the Employer as to mental unfitness, nor shall the arbitrator be authorized to reverse such discharge unless he/she determines and finds that the determination of mental unfitness was arbitrary, capricious or dishonest.

Before discharging a non-probationary employee because of poor job performance, the Employer shall institute procedures under the Corrective Action Addendum attached hereto shall give the employee a special written evaluation and set a period of time from one (1) to four (4) months for the employee to demonstrate the necessary improvement. If the employee's job performance is still unsatisfactory at the end of such period and the Employer decides to discharge an employee, two (2) weeks' written notice must be given or two (2) weeks' pay in lieu of notice at the Employer's option.

ADDENDUM CORRECTIVE ACTION POLICY

Work rules and established work practices are guidelines for the acceptable work conduct of the employee. These are necessary for the efficient operation of the Agency and for the benefit and protection of the rights and safety of all employees and children. Work rules and established work practices may be developed or changed from time to time.

The following corrective actions may be initiated by the Employer in accordance with the seriousness of the offense:

- 1.) Counseling/job coaching;
- 2.) Verbal warning, limited to the date and the general area, e.g. tardiness;
- 3.) Written warning (written details);
- 4.) Suspension from work without pay, for a period of time, for up to five (5) working days, depending on the seriousness of the offense;
- 5.) Termination.

The supervisor is not required to go through the entire five (5) steps outlined in the procedures for serious offenses. Normally, corrective action should be progressive, allowing the employee the opportunity to correct the work problem. Any of the first four (4) steps of the corrective action procedure may be repeated so long as the employee's conduct has improved sufficiently since the last violation of work rules or established work practices to warrant against more severe discipline.

An employee who is questioned about a work problem which may result in his/her corrective action, shall be advised on the Employer's disciplinary from that they have the right to Union representation in accordance with law.

SECTION 2. Employees shall give at least two (2) weeks' written notice of intention to resign or retire. Employees with twelve (12) months of employment who resign or retire shall receive pay for unused personal days and accrued vacation time up to their last day of employment with the Employer, provided that if an employee who resigns or retires fails to give the required notice, his/her pay for unutilized vacation and personal time shall be reduced in direct proportion to the number of days lacking the employee's written notice of resignation or retirement. The last day of employment shall be the last day actually worked.

SECTION 3. Attendance and Punctuality

The Employer expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Agency. In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their Supervisors as soon as possible in advance of the anticipated tardiness or absence. Employees are expected to remain at work for their entire work schedule, except for authorized break periods or when required to leave on authorized employer business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

Occurrence

An occurrence is defined as an unplanned or unapproved absence from scheduled work for any reason, or a series of other attendance related events (refers to tardiness/leaving early) accumulating to count as an occurrence.

Employees who have an emergency and need to be absent from work, should notify their direct supervisor no later than two (2) hours prior to the start of his or her scheduled shift. An employee who is absent from work without contacting his/her supervisor for two (2) consecutive or three (3) non-consecutive scheduled days is considered to have resigned his/her position. In all cases of absence or tardiness, documentation may be required. Employees also must inform their supervisor of the expected duration of any absence. If during the initial call, an employee informs his/her supervisor that they have medical documentation that states they should be off for more than one (1) day, that absence will be counted as one occurrence, provided the documentation is submitted the day the employee returns to work and is dated for the first day of the call-off.

A.) Absence: Any unplanned absence is an occurrence. Regardless of the reason for the absence, if an employee was scheduled to work, but did not work and did not get prior approval twenty-four (24) hours or more in advance, it is considered an occurrence.

B.) Tardiness/Leaving Early: Tardiness is any period of duration of lateness. Tardiness of more than seven (7) minutes will result in docking of pay. Leaving early is any period of leaving prior to the scheduled ending time of the shift. Leaving more than seven (7) minutes early may result in docking of pay.

Every time an employee incurs three (3) incidents of tardiness and/or leaving early, and/or missed time clock punches it will be considered an occurrence.

An unscheduled incident of tardiness of two (2) hours or more past the starting time of the shift shall be an occurrence. Leaving early shall be an occurrence if the leaving early is unscheduled and two (2) hours or more prior to the scheduled ending time of the shift.

The Employer recognizes that at times employees will be absent from work. However, attendance and punctuality by staff are important factors for the success of the Employer and for effective program service delivery. Since the agency employs staff at differing levels of FTE, it is not possible to establish a single system of occurrences that will service both full-time staff versus part-time and on-call staff. For this reason, the employer has established two (2) standards: One for employees who are regularly scheduled to work twenty-one (21) hours per week or more, and second for employees who are regularly scheduled to work less than twenty-one (21) hours per week.

Regularly scheduled twenty-one (21) hours per week or greater: Upon an employee having three (3) occurrences in any consecutive twelve (12) month period, the employee may receive a verbal warning. Upon the fourth (4th) occurrence, the employee may receive a written warning. Upon the fifth (5th) occurrence the employee may receive an unpaid suspension of up to three (3) days. Upon the sixth (6th) occurrence the employee may receive a final written warning. Upon the seventh (7th) occurrence the employment may be terminated.

Regularly scheduled twenty (20) hours or less per week: Upon an employee having three (3) occurrences in any consecutive twelve (12) month period the employee may receive a verbal warning. Upon the fourth (4th) occurrence, the employee may receive a written warning. Upon the fifth (5th) occurrence the employment relationship may be terminated.

Please note that the foregoing descriptions refer to any consecutive twelve (12) month period, and are not to be interpreted as any specific range of months, such as a calendar year.

Probationary Employees: Employees that incur more than two (2) occurrences while in their probationary period may have their employment terminated.

The employer has established this attendance policy which shall be used as a

guideline to monitor employee attendance. Regardless of the attendance policy, any other pattern of absence or behavior that affects and/or negatively impacts the efficient operation of the programs may result in disciplinary action up to and including termination.

ARTICLE 9 HOLIDAYS

SECTION 1. Each full-time employee shall be credited with fifty-six (56) hours of holidays. This time shall be prorated for part-time employees who are regularly scheduled to work twenty (2) hours or more each week.

Holidays are as follows:

News Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

SECTION 2. When a contractually recognized holiday falls on a working day within an employee's vacation period, this day shall count as a paid holiday, and not as a vacation day.

SECTION 3. To be paid for a holiday, the employee must work on the last scheduled work day prior to the holiday or the first scheduled work day after the holiday, unless other arrangements have been made with the Program Director or doctors certificate is presented.

SECTION 4. Employees whose schedule does not require them to work on a holiday will be paid for that day as the holiday. Whenever coverage is required on a holiday, hours available will be posted. Employees must sign up for the hours they want even if they normally would be scheduled. Needed coverage will be awarded on the basis of seniority. If a reduction in coverage is necessary because fewer consumers are present on the holiday, senior employees on shift will be given first opportunity to remain on shift. If no employee signs up for holiday hours those employees normally scheduled will be required to work the holiday.

Employees who work the holiday shall request a substitute day off in writing to the Program Director at least seven (7) days in advance. If this substitute day is not taken within four (4) months, the Employer may designate a substitute day off. If the Employee does not arrange for the substitute holiday within the four (4) month time frame, the holiday time will be lost.

SECTION 5. Employees working on a designated holiday shall be paid at the rate of twice their normal rate of pay.

SECTION 6. Probationary employees shall be granted the same holidays as non-probationary employees.

SECTION 7. In honor of Dr. Martin Luther King, Jr. each full-time employee will be paid for eight (8) hours, equal to one (1) day's wages. The amount shall be prorated for part-time employees. The amount shall be earned during the third week in January, and paid in the paycheck covering this pay period.

ARTICLE 10
TIME OFF & ANNUAL PAID LEAVES

- SECTION 1. Written requests for advance time off must be made at least two (2) weeks in advance, except in cases of emergencies provided that the employee is able to demonstrate through sufficient proof in the Employer's discretion that an emergency situation exists. The employee's immediate supervisor and the Program Director must approve all time off requests in advance. The Employer shall respond back to a time off request within three (3) business days after it is received in writing. If the request is not denied by the end of the three (3) business days, it shall be considered as granted.
- SECTION 2. Time off shall be scheduled at the mutual convenience of the Employer and the employee, provided that the granting of the time will not interfere with the efficient rendering of services. The Employer may require an employee to reschedule a previously approved time off only upon one (1) month's written notice to the employee.
- SECTION 3. Subject to Section 5 where more than one employee has requested the same period off, the requests shall be granted based upon the date on which they were submitted. IN the event that more than one (1) request is received on the same day, the most senior employee shall be granted the requested time off.
- SECTION 4. Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits on a prorated basis, except where specifically stated otherwise. Benefits for part-time employees shall be prorated based on the employee's regularly scheduled hours compared to full-time hours. These prorated benefits shall be adjusted when the employee's regularly scheduled hours are adjusted.
- SECTION 5. All Bargaining Unit Employees will earn paid leave (PTO, paid time off) beginning with their first day of employment. This time will be banked and can be used only upon completion of their probationary period according to Article 4, Section 4. Since PTO is not available for use during the probationary period, any time off will result in corrective action:

<u>Years of Service</u>	<u>Annual Maximum</u>
Less than 6	144 hours/18 days
6 but less than 15	232 hours/29 days
15 or more	264 hours/33 days

Eligible, regular, part-time and full-time employees as noted above earn in a pay period pro-rated amount of the maximum PTO as follows:

20-29 Hours	50%
30-35 Hours	70%
36-40 Hours	100%

SECTION 6. Accrual leave time and holiday time used in a bi-weekly pay period will count towards the hours worked for calculation for accrual purposes.

SECTION 7. An Annual paid leave accrual year begins with the first pay in a calendar year and ends with the 26th pay period or last pay in the calendar year. For newly hired employees paid time off begins to accrue on the first day of the eligible employment. Available balances, represented as hours, are included on the employee's pay stub every two weeks.

SECTION 8. Payout of accrued annual paid leave and absences shall occur in the following sequence:

1.) The employee is paid via paycheck for the hours absent and the hours absent are deducted from the annual paid leave accrual of the employee.

2.) The employee's annual paid leave accrual is less than the hours absent. The hours absent in excess of accrual, are deducted from the employee's paycheck.

3.) Unused annual paid leave as of the twenty-sixth (26th) and last pay period of a calendar year will be paid to the employee within the first month of the ensuing calendar year, either via the paycheck or via a separate check, with the exception of #4 below.

4.) Employees desiring to carryover annual paid leave (PTO) from year to year must submit the required Advance Request for Carryover Form which allows for partial or full carryover. The request will be honored both for payment and for carryover and will cover all accrued leave. Absent such request, unused annual paid leave will be subject to #3 above.

5.) On the Occurrence of absence, annual paid leave must be used. Deduction from the paycheck instead of deduction from annual paid leave is not allowed.

6.) On the occurrence of absence, when annual paid leave has been exhausted, deduction from the paycheck must be used. Annual paid leave may not be advanced. Annual paid leave may only be accrued.

7.) Scheduled time off to replenish and to return to work refreshed is to many employee's advantage. Employees are encouraged to request vacation time. Each individual employee is required to submit a written advance request for planned vacations or other extended absences. The Advance Request for Time Off form must be submitted to the appropriate supervisor or manager at least two (2) weeks prior to the scheduled time off.

8.) Management will make every effort to honor vacation requests and denials

and modifications of such requests shall be based on consumer/agency needs.

9.) When two or more employees submit requests for the same vacation dates, the manager will approve the requests in order of submission with preference given to the earlier.

10.) All non-probationary employees will be paid any unused annual paid leave at the time of separation from employment.

11.) Annual paid leave shall appear on the paycheck as PTO, Paid Time Off.

SECTION 9. Article 9, Sections 1-7, are effective over and above the Annual Paid Leave and will be counted as hours worked for accrual purposes but not as hours used and deducted from accruals.

Article 10, Sections 1-7 and Article 12, are effective only in so far as there is no conflict with Annual Paid Leave.

The main purposes of the Annual Paid Leave are illness leave, vacation leave and personal leave. Forthwith the employee uses Annual Paid Leave without explanation or need for explanation.

ARTICLE 11 LEAVES

SECTION 1. The employer will comply with the Family Medical Leave Act of 1993 which may entitle eligible employees to take up to twelve (12) work weeks of unpaid, job-protected leave during a rolling twelve (12) month period for the following:

- 1.) A serious health condition, or complications of recovery from pregnancy, that makes the employee unable to perform the duties of his/her job;
- 2.) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- 3.) To care for the employee's child after birth, or placement for adoption or foster care.

SECTION 2. Seniority

An FMLA leave will result in the suspension of accrued vacation, sick and personal time during the portion of FMLA leave that is unpaid. Holidays during unpaid leaves of absence are not paid. However, the time spent on authorized FMLA leave is to be counted in determining length of service for purposes of seniority and extended benefit eligibility.

Reinstatement after an FMLA Leave

Where an FMLA leave is the equivalent of twelve (12) work weeks or less, the employee will be returned to the same or equivalent position as held before the leave. The employee must contact his/her supervisor prior to the end of his/her

leave to confirm his/her return to work date. Such contact must be made at least two (2) weeks prior to the expected date of return or a shorter time if mutually agreed upon.

In the event an employee is returning from FMLA leave due to his/her own illness, he/she must provide a physician's statement indicating that he/she may perform essential job functions with no restrictions. In the event that the Employer disagrees with the physician's statement, the Employer, at its expense, can have the employee examined by another physician. A light duty assignment may be permitted at the discretion of the Employer. The physician's statement must be presented to the Employer on the employee's first day back, prior to performing any work duties.

An FMLA leave may not be extended beyond twelve (12) work weeks during any one (1) rolling year. If the Employee's serious health condition persists, the employee may apply for Extended Medical Leave of Absence.

Extended Medical Leave shall be granted to employees who are absent due to personal disability documented by a licensed physician. Such leaves shall be granted to employees who meet the qualification for FMLA but need additional time off due to their own personal medical need. The length of the leave shall be up to a maximum of six (6) months or at the discretion of the employer of more time is needed.

During an extended medical leave the employee may continue to receive hospitalization benefits if permitted by the carrier, by paying the full cost of the coverage.

The employee must give the Employer two (2) weeks written notice of the desire to return to work on a particular date. If the leave has not exceeded one (1) month, the employee shall give one (1) weeks' notice of the desire to return to work on a particular date. An Authorization to Return to Work notice signed by a licensed physician MUST be presented to the Employer by the employee on the day the employee returns to work. No employee will be permitted to return to work without a physician's clearance in writing. If an employee on extended leave of less than three (3) months gives notice of desire to return to work in accordance with this paragraph, the employee shall be returned to work in his/her original position. If an employee on extended medical leave of more than three (3) months gives notice in accordance with this paragraph, the employee shall be returned to the same or comparable position when a vacancy occurs in such a position up to a period of six (6) months or the length of the employee's seniority, whichever is less. If the employee fails to accept an offer of reemployment in such a position per Article 6, Section 3, paragraph 7, he/she shall be deemed to have resigned. Any employee returning from extended medical leave shall suffer no loss in benefits or seniority, except that no benefits or seniority shall accrue during an unpaid leave. Employees will receive any scheduled salary increases, which occur during the period of the leave.

During the period of the leave, the Employer may substitute for the employee on leave with a temporary employee, if the staffing requires such substitution.

SECTION 3. Unpaid Leaves for Personal Reasons

Unpaid leave of absences for personal reasons not to exceed three (3) months may be granted to employees who have completed probation. Requests for such leave shall be submitted to the Program Director in writing not less than fourteen (14) days in advance. Current hospital insurance benefits shall remain in force, if permitted by the carrier. The employee shall be responsible for paying the total premium due to the carrier for the period of the approved leave. Such payment must be submitted in full prior to the beginning of the leave. The amount shall be computed on a per diem rate. Failure to pay before taking the leave will result in termination of such benefits will be subject to the requirements of the respective insurance carriers and subject to other rights to continue coverage as provided by law.

All vacation and personal time must be exhausted prior to the beginning of the unpaid leave. No benefits or seniority shall accrue during the term of the unpaid leave. Once any leave has begun neither sick leave nor extended medical leave may be used to compensate employee illness, injury or emergency.

The employee shall be returned to his/her last position upon return from the leave. In the event the employee wishes to return from the leave prior to the approved date, the employee shall advise the Employer in writing no less than ten (10) days in advance of desired date to return to work subject also to Employer approval. If an employee returns early from a leave of absence and the prepaid insurance premium for the upcoming month has already been submitted by the Employer to the insurance company, there shall be no refund given for this amount to the employee. However, if the premium has not yet been submitted by the Employer to the insurance company, the Employer shall resume his contractual obligations for the employee's prepayment.

The Union shall not be given the denial of unpaid leave of absence for personal reasons unless it is alleged to be based on a violation of Article 2, Section 8.

Failure of the employee to return to work at the conclusion of any of the leaves identified Article 11; Sections 1 through 3 will be construed as a voluntary resignation. The Employer retains the option to rehire the former employee as a new hire.

SECTION 4. Court Appearances

When an employee with six (6) months of employment is called to and placed on jury duty in any court of general jurisdiction within Ohio, he/she shall be granted time off with pay until discharged by the court, provided he/she submits proof of the compensation for jury duty. Such time will not be deducted from sick leave, holidays, or vacation time. The Employer is to be notified in writing at least one (1) week before the date on which to report for jury duty so that proper action may be taken. The employee is to submit proof of attendance upon return from jury duty. The Agency will pay employees their regular rate of pay for a maximum of two weeks.

If an employee is required to appear in court or at an administrative proceeding arising out of his/her employment at HELP, Inc., the employee shall be entitled to receive any and all witness fees and costs provided by law. This provision does not apply to cases apparently arising out of the fact that employees have been charged with commission of illegal or criminal activities.

ARTICLE 12 SICK LEAVE

Refer to Annual Leave Article 11

ARTICLE 13 EXPENSES RELATED TO EMPLOYMENT

SECTION 1. When an Employer requires an employee to leave the premises to perform job duty, the Employer shall offer the employee the use of the agency vehicle, if feasible. Where employees are permitted to or are required by the Employer to drive their own cars in the performance of the job, they shall be reimbursed for the cost of parking and tolls, provided proper receipts are submitted, plus mileage at the allowable Internal Revenue Service deductible rate with adjustment as of each July 1.

When employees are concerned about their safety or the safety of the child they shall require prior approval of the supervisor for the use of a taxicab. The employee shall receive advancement for the payment of the taxicab fare.

SECTION 2. Transportation reimbursement shall be paid to the employee if reimbursement request is into the business office on the fifth (5th) of the month, the requested amount will be paid by the tenth (10th) of the month and if the reimbursement request is into the business office on the sixth (6th) of the month or later, then payment will be on the twenty-fifth (25th) day of the month.

Staff using Help, Inc., vehicles must have a valid Ohio driver's license and shall also meet other agency driving guidelines. This is a condition of employment, unless approved by management. If while employed an employee's driving record shall exceed the agency's driving guidelines, then this must be reported to the Director. A case-by-case analysis can then occur.

SECTION 3. Prior to directing an employee to purchase agency supplies, the Employer shall provide the employee with the necessary funds, if requested by the employee, in accordance with the Employer's policies and procedures.

SECTION 4. Those employees who work the second or third shift on the day before payday shall receive their pay checks on the evening before payday or early in the morning of payday, but before they leave their assigned shifts.

SECTION 5. Educational Leave

Attendance at conferences, institutes or locally offered courses is encouraged

and will be arranged with time off with pay, if feasible. Expenses incurred in connection with such attendance will be reimbursed in full or in part, depending on the available funds and providing that the activity is beneficial to the program of HELP. Each request will be considered, and approved in advance on its individual merits at the discretion of the Director.

ARTICLE 14 GRIEVANCE PROCEDURE

- SECTION 1. A grievance is defined as any claim by the Union or the employee that a provision of this Agreement has been violated, misinterpreted or misapplied. A grievance may be processed in the following manner:
- SECTION 2. Step One: A grievant or his/her Union representative must submit the grievance to the appropriate site leader within twenty (20) days from the date of the alleged violation in an attempt to resolve informally. The site leader shall have ten (10) days to answer.
- SECTION 3. Step Two: If the grievance is not resolved at Step One, it may be presented in writing, by the Union or the grievant to the Program Manager within ten (10) days of the date the answer of the site administrator was received. The Program Director shall meet with the grievant or the Union representative within ten (10) days of the receipt of the written grievance and shall give an answer in writing to the grievant within ten (10) days of the meeting.
- SECTION 4. Step Three: If the grievance is not resolved or an answer is not received within the ten (10) day period above, it may be presented in writing, by the Union or the grievant to the Director of Residential Service within ten (10) days of the date of the answer of the Program Director. The Director of Residential Service shall have ten (10) days to answer in writing to the grievant or Union Representative.
- SECTION 5. Arbitration: If the grievance is not resolved by the written answer of the Director of Residential Service, it may be referred by the grievant or the Union to an impartial arbitrator for a final and binding decision. Mediation will be tried prior to arbitration using the Federal Mediation and Conciliation Services. A written request for arbitration to the Executive Director must be made within fourteen (14) days of the receipt of such answer. No grievance involving a dispute about a performance evaluation may be submitted to arbitration without the consent of the Employer provided; however, than an employee's job evaluations can be submitted in evidence in arbitration proceedings which involve other matters.
- SECTION 6. If the grievance is submitted to arbitration, a list of seven (7) names jointly shall be requested from the Federal Mediation and Conciliation Services (FMCS). The parties shall select an arbitrator in accordance with the voluntary rules of the FMC. Either party can select a second list of seven (7) names. If a second list is requested, the alternate strike method shall be used to select the arbitrator. Unless otherwise noted in this Agreement, all other procedures relative to the hearing shall be according to FMC rules and regulations.
- SECTION 7. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from,

or modify the language therein in arriving at a determination of any issue presented. The arbitrator may consider past practice as relevant evidence of the parties intent in construing the written terms of this Agreement.

SECTION 8. Each party shall bear its own cost of representation at the arbitration hearing, including the cost of any stenographic transcript ordered by that party. The costs of the FMC and the arbitrator shall be borne as follows: 1.) If the grievance is denied, the Union shall pay all such costs; 2.) If the grievance is sustained, the Employer shall pay all such costs; 3.) If the grievance is sustained in part and denied in part, the parties shall bear the costs equally.

SECTION 9. The procedure outlined above for processing grievances must be strictly complied with in all respects. Time limitations refer to calendar days and are hereby declared to be of the essence, except where the Employer and the Union have consented in writing to a change in or omission from the grievance procedure. In such cases the agreed changes shall be effective only for the particular grievance under consideration and shall not constitute a waiver on the part of either party, or any of the procedural requirements enumerated above.

SECTION 10. Both the Union and the Employer agree that they will cooperate in complying with the foregoing procedure in the processing of any grievance and that they will discourage the making of complaints on petty matters.

SECTION 11. In cases where the alleged violation or breach of the Agreement presents for determination a matter of policy affecting all employees or a class of employees as opposed to the rights of an individual employee, a single grievance may be presented by the employees through the above outlined steps including arbitration therein provided.

ARTICLE 15 NO STRIKE AND NO LOCKOUT DURING TERM OF AGREEMENT

SECTION 1. For the duration of this Agreement, no strikes, slowdowns, mass sick calls or other forms of work stoppage shall be caused, sanctioned or furthered by the Union or any employees and no lockouts shall be caused, sanctioned or furthered by the Employer.

ARTICLE 16 ACCRUED RIGHTS

SECTION 1. Employee service prior to the effective date of this Agreement shall be recognized in applying the terms herein.

SECTION 2. This Article shall be binding upon the parties, their successors and their assignees.

ARTICLE 17
WAIVER OF NEGOTIATIONS

SECTION 1. The Employer and the Union acknowledge that during negotiations resulting in this Agreement each party had the right and the opportunity to make demands and proposals with respect to any negotiable matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Employer and the Union voluntarily waive, during the life of this Agreement, said right and each agrees that the other shall not be obligated to negotiate with respect to any such subject or matter, is irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, and even though such matter or subject may not have been within knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement, provided that this waiver shall not apply to the issue of accretions to the bargaining unit.

ARTICLE 18
SUPERVISION

SECTION 1. Bargaining unit work not performed by supervisors in the past will not be performed by supervisors during the term of this Agreement, except for purposes of training and instructing of employees, the performance of work in emergencies, or where assistance is needed to restore and/or maintain normal operations, nor will supervisors be used to replace bargaining unit employees.

SECTION 2. The use of contractors, seasonal, casual or non-employees shall not be used to perform the work of bargaining unit employees on a regular or temporary basis unless bargaining unit members are on leave of absence or are unavailable to work.

ARTICLE 19
ENTIRE AGREEMENT CLAUSE

SECTION 1. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Employer and Union and/or the employees and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties. This Section shall not prevent past practice from being considered as evidence of the parties' intent in construing the written terms of this Agreement.

SECTION 2. In cases of conflict between the provisions of this Agreement and those of applicable law, the law shall prevail.

If any of the provisions of this Agreement are determined by a court or governmental agency to be unlawful then the remainder of the Agreement shall not be affected but the parties shall meet to renegotiate the specific provision.

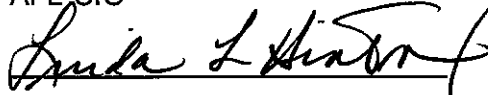
ARTICLE 20
LENGTH OF CONTRACT

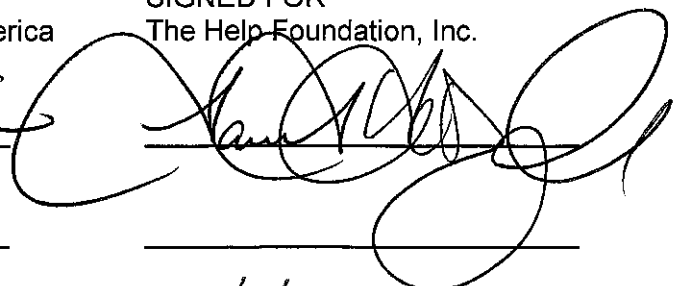
SECTION 1. This Agreement and all of its terms and provisions shall be and remain in effect from April 1, 2016 through March 31, 2019 and shall automatically renew itself thereafter from year to year unless written notice of termination or renegotiation is submitted by either party not less than sixty (60) days prior to the expiration date.

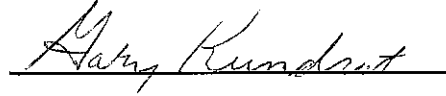
IN WITNESS WHEREOF, the parties have caused this contract to be executed
_____, 2016.

SIGNED FOR
Communications Workers of America
AFL-CIO

SIGNED FOR
The Help Foundation, Inc.

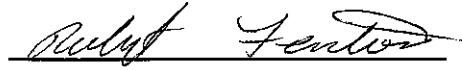














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