

**AFSCME Agreement  
December 17, 2012**

STATE EMPLOYMENT  
RELATIONS BOARD

2013 JAN 18 P 3: 16

**ARTICLE 27  
WAGES**

11-MEO-01-0048  
K27409  
1629-01

Section 1. Each employee shall be paid at the hourly rate ("hourly rate" or "hourly rate of pay") established for the employee's classification (set forth in Appendix A) in accordance with the wage grid for the bargaining unit classifications, set forth at Appendix B, as hereinafter provided:

a. Effective the first full pay period that includes April 1, 2011, each bargaining unit employee's hourly wage rate will be frozen at the employee's hourly rate in effect on March 31, 2011 (Appendix B), except as provided in Section 1.c., Section 2 and Section 5 of this Article, for the duration of the Agreement. An employee who is hired on or after April 1, 2011, shall be paid the Year 3 Step 0 hourly rate for wage class of the employee's classification as set forth in Appendix B, except as provided in Section 1.c., Section 2 and Section 5 of this Article. All eligible employees who have been employed in excess of one (1) year as of December 30, 2012 and who are below Step 10 shall receive a step increase as set forth in Appendix B effective December 30, 2012. Employees who have been employed less than one (1) year as of December 30, 2012 shall receive a step increase as set forth in Appendix B on his/her departmental seniority date.

b. On December 7, 2012, each employee shall be paid a lump sum bonus equal to two percent (2%) of the employee's regular earnings from April 1, 2012 to October 31, 2012. Regular earnings means the employee's actual regular hours worked plus paid sick, personal, holiday and vacation hours, not to exceed the employee's contracted time, multiplied by the employee's regular hourly rate paid for such hours. On February 1, 2013, employees who have been at Step 10 of the salary schedule since April, 2010 shall be paid a lump sum bonus equal to three percent (3%) of the employee's regular earnings for the twenty (20) pay periods beginning on March 25, 2012 and ending on December 29, 2012. Regular earnings means the employee's actual regular hours worked plus paid sick, personal, holiday, and vacation hours, not to exceed the employee's contracted time, multiplied by the employee's regular hourly rate paid for such hours.

c. At least forty-five (45) days prior to October 31, 2012, the parties will reopen the Agreement for the sole purpose of negotiating wages (Article 27) and insurance (Article 28). The reopener negotiations shall be subject to either the fact-finding provisions of R.C. 4117.14(C) (3)-(6) or the impasse procedures in effect at the time.

d. All employees shall receive the hourly rate increases provided in a, b and c. No employee whose hourly rate is at Step 10 of his classification shall be eligible to receive the step

increase provided in Section 6. All employee step increases will be frozen in accordance with Section 1.a.

Section 2. An employee awarded a classification change pursuant to Article 12, Section 1 shall be compensated upon assuming the duties of the new position as follows:

a. Upon assignment to a classification with a higher base hourly rate of pay, at the step level of the new classification which provides an hourly rate of pay which is greater than the employee's former hourly rate in the previous classification;

b. Upon assignment to a classification with the same base hourly rate of pay, at the same rate of pay;

c. Upon assignment to a classification with a lower base hourly rate of pay, at the same rate of pay unless such rate exceeds the new classification's maximum hourly rate, in which case the employee shall be paid such maximum hourly rate.

Section 3. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours in any day or eighty (80) hours in any fourteen (14) day pay period, as authorized by the Hospital. Employees who work a regular ten (10) hour shift or a regular twelve (12) hour shift shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of their regular shift hours or in excess of forty (40) hours in a work week, as authorized by the Hospital. Overtime payments will not be duplicated for the same hours of work. Overtime eligibility and payment shall be calculated only on hours actually worked by an employee.

Section 4. The Hospital shall pay a shift differential of seventy cents (\$0.70) per hour or seven percent (7%) of the classification base hourly rate, whichever is greater, for all hours worked by an employee between 4:00 p.m. and 8:00 a.m., provided that the employee works a minimum of three (3) hours after 4:00 p.m. or before 8:00 a.m. The shift differential shall be paid for all shift hours worked by the employee if the employee works at least six (6) hours between 4:00 p.m. and 8:00 a.m.

Section 5. A new employee will normally be hired at the base hourly rate of pay of his job classification. However, based upon an applicant's experience and training, the Hospital shall have the right to hire a new employee at any hourly rate up to Step 4. Higher steps may be considered with prior agreement by AFSCME.

Section 6. Each employee, except for those in their first six (6) months of employment who were hired between April 1 and October 1, will receive an annual wage (step) increase to the next step in the employee's job classification wages grid in the pay period that includes October 1. Such step increases will be given up to but shall not exceed Step 10 of the employee's classification wage scale. All employee step increases will be frozen in accordance with Section 1.a.

Section 7. The Hospital shall pay a weekend differential of seven percent (7%) of the classification base hourly rate of pay for all hours worked from midnight Friday through midnight Sunday.

Section 8. An employee who is temporarily transferred to a position in a classification that has a higher base hourly rate of pay ("temporary classification") than the employee's current classification shall be paid at the lowest step of the temporary classification that provides the employee an increase in his/her current rate of pay. An employee who is temporarily transferred or who volunteers to be temporarily transferred to a position in a classification with the same or a lower base hourly rate of pay shall continue to be paid his current hourly rate.

Section 9. Sick leave, vacation leave, holiday pay, funeral leave, personal leave, vacation pay in lieu of leave, sick termination, vacation termination, in-service pay and any other paid leave shall be calculated based solely upon the employee's hourly rate of pay, and shall not include shift or week-end differentials or other incentive payments to which the employee may otherwise be entitled for time actually worked.

Section 10. Personal Care Aides shall be reimbursed for mileage at the personal car mileage reimbursement rate established in Article 29, Section 3, subject to the following:

a. In those cases where the distance from the employee's home to the patient's home is less than the distance from the employee's home to the office and:

(1) the employee visits the patient prior to reporting to the office, the employee's work day shall begin upon arrival at the patient's home and mileage can be claimed upon leaving the patient's home;

(2) the employee visits the patient at the end of the day, the employee's work day shall end at the completion of the visit and no further mileage can be claimed.

b. In those cases where the distance from the employee's home to the patient's home is greater than the distance from the employee's home to the office and:

(1) the employee visits the patient prior to reporting to the office, the employee's work day will begin and mileage can be claimed when the distance traveled from the employee's home equals the distance the employee travels from his/her home to the office;

(2) the employee visits the patient at the end of the day, the employee's work day will end and no further mileage can be claimed when the distance the employee travels from the patient's home equals the distance the employee travels from his/her home to the office.

## ARTICLE 28 INSURANCE AND PENSION

Section 1. The Hospital shall make available to all eligible employees, as defined in this Article, the Mercer County Joint Township Community Hospital Employee Benefit Plan or its equivalent (the "Plan") which shall be subject to the following provisions.

a. An employee must enroll himself in the Plan. The Plan coverage shall remain unchanged, except an employee's dependent who is over the age of twenty-five (25) but less than twenty-eight (28) and who has no employer-sponsored medical benefit plan option, and is not eligible for Medicare or Medicaid, may be added to the employee's plan at an additional cost to the employee of two hundred dollars (\$200.00) per month. In order to be eligible for this benefit, the dependent must be unmarried, the natural, adopted, or step-child of the employee, and an Ohio resident or a full-time student at an accredited public or private institution of higher education. An employee who enrolls in the Plan shall pay a monthly portion of the cost of insurance coverage.

A spousal surcharge of \$40/pay period will apply to all spouses covered by the health care plan effective April 1, 2013.

Effective the first full pay period that includes April 1, 2012, the full-time employee contribution rate shall be 15% of the Plan's fully-funded cost for the elected coverage, and the part-time employee contribution rate shall be 20% of the Plan's fully-funded cost for the elected coverage. Effective the first full pay period that includes April 1, 2013, the part-time employee contribution shall be thirty percent (30% of the Plan's fully-funded cost for the elected coverage.

There shall be no coverage for infertility or fertility treatment, including infertility or fertility drugs.

The Hospital pharmacy will be available for use by participants who are enrolled in the Plan. Effective April 1, 2013, prescriptions filled by the Hospital pharmacy will be subject to a \$8.00 co-pay for generic drugs, a \$15.00 co-pay for formulary drugs, and a \$30.00 co-pay for non-formulary drugs. Effective April 1, 2013, prescriptions not filled by the Hospital pharmacy shall be subject to a \$30.00 co-pay for generic drugs, a \$50.00 co-pay for formulary drugs, and a \$100.00 co-pay for non-formulary drugs.

Notwithstanding the previous paragraph, the Hospital will create and maintain an electronic data base of primary and secondary pharmacy coverage for each employee's spouse who has been added to the employee's plan and who has pharmacy coverage through his/her employer's medical benefit plan. Such spouse must utilize his/her employer's pharmacy coverage rather than using the Hospital's pharmacy to fill his/her prescription; provided, however, that if such spouse elects to fill his/her prescription through the Hospital's pharmacy, then such prescription effective April 1, 2013 shall be subject to a \$20.00 co-pay for generic drugs, a \$35.00 co-pay for formulary drugs, and a \$50.00 co-pay for non-formulary drugs.

The Plan shall provide coverage at 100% for one routine physical exam office visit per calendar year for each enrollee in the Plan, based upon the usual, customary and reasonable maximum amount for such routine physical exam.

Coverage under the Plan shall be subject to a one (1) year pre-existing condition clause for adults over the age of eighteen (18) years, unless "Proof of Credible Coverage" for the preceding 12 months is provided within 30 days of employment to the Human Resources Department.

The Hospital will offer dental, vision and short-term disability programs to qualified employees. The monthly premiums for these programs shall be paid 100% by the employee by payroll deduction.

Effective April 1, 2013, the Health Insurance Employee Plan Benefit Schedule will be as follows:

Tier 1 services will be covered 90% by the plan; employees will be responsible for 10% of the cost of the services. The maximum out of pocket amount will be \$900 per individual and \$1900 per family.

Tier 1 services include:

1. Services rendered by Mercer Health, a Mercer Health-based physician or provider;
2. Services rendered by any provider in an urgent or emergency situation making the use of Mercer Health or a Mercer Health-based provider impractical
3. Services rendered by any other provider under the applicable managed care network selected by Mercer health which are not available or performed at Mercer Health or a Mercer Health-based physician or provider.

Tier 2 - For services rendered by a provider under the applicable managed care network selected by Mercer Health which are available or performed at Mercer Health or a Mercer Health-based physician or provider, the plan will pay 80% of covered charges subject to an annual plan year Tier 2 out of pocket maximum of \$2000 per individual and \$4000 per family. The out of pocket maximums for Tier 2 benefits are separate and distinct from the out of pocket maximums applicable to Tier 1 benefits.

Tier 3 - For services rendered out of the applicable managed care network and not included within the Tier 1 urgent or emergency provision, the plan will pay 50% of covered charges. There is no individual and family out of pocket maximum for these services. The employee shall be responsible for all of the remaining charges for these services. The out of pocket maximum for Tier 3 benefits are separate and distinct from the out of pocket maximums applicable to Tier 1 and Tier 2 benefits.

b. Any employee wishing to enroll in the Plan must do so before his 31st day of employment. If enrollment is delayed beyond the 31 day period, the employee must wait until the next open enrollment period. The open enrollment month is March.

c. When an employee, his spouse or any single dependent child living at home with the employee is hospitalized at Mercer County Community Hospital, he may occupy a private room if available and be charged at a semi-private room rate.

d. For purposes of this Agreement, "eligible employee" means an employee who works in a position assigned forty-eight (48) hours or more per pay period.

e. If an employee changes his hourly work commitment, the monthly portion of the premium coverage shall be adjusted accordingly as of the date of change of commitment.

f. In the event the Hospital negotiates or otherwise grants more favorable Plan coverage, co-pay, deductibles, out-of-pocket maximum, or employee premium payments to any other group of employees during the term of this Agreement, the Hospital shall notify the Union and extend such Plan modification(s) contribution rates to bargaining unit employees.

g. If the spouse of an employee enrolled in the Plan has medical care coverage available at his/her place of employment, the spouse must participate in such coverage and must be primary on such coverage in order to be covered under the terms of this Plan. The spouse who has the earliest birthday in the calendar year shall be considered to have primary coverage for dependents.

Section 2. CAFETERIA PLAN - Those employees who enroll for single or family medical care and drug benefits under the Plan shall pay the insurance premiums for these benefits by payroll deduction. The Hospital shall continue to offer a cafeteria plan for such premiums. The particulars of the cafeteria plan and election forms therefor are available from the Human Resources Department.

Section 3. Life insurance equal to the employee's base rate rounded to the nearest \$1000 shall be provided to all employees except part-time employees working less than twenty (20) hours per week and temporary employees who are not eligible for the Life Insurance Program.

Section 4. All employees are required to subscribe to the Public Employees Retirement System ("PERS") program.

Section 5. The Hospital maintains a Worker's Compensation insurance program for all employees. Should an employee become injured on the job, the employee becomes eligible for application for such benefits.

Section 6. Effective April 1, 2013, the Hospital will implement a Health Care Flexible Spending Account program consistent with applicable federal and state laws. This will be an optional employee benefit available to employees who are eligible to participate pursuant to the terms of the Flexible Spending Account program.

Section 7. The Hospital's Employee Wellness Committee will evaluate employee wellness program options with a goal of recommending or proposing one or more such wellness programs to the Hospital for implementation effective January 1, 2014. The Hospital will keep the Association apprised of the Employee Wellness Committee's progress and recommendations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

MERCER HEALTH

By: Bob Rose

Bob Rose, President  
Board of Governors

Lisa R. Klenke 1-9-13

Lisa Klenke, Interim CEO

AFSCME

By: Marcia Knox 1/8/13

Marcia Knox, Staff Representative  
AFSCME, Ohio Council 8

Marv Bruns Pres 1-4-2013

Marv Bruns  
President, Local 3788