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STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PARK HEALTH CENTER

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 WV/KY/OH,
THE HEALTH CARE AND SOCIAL SERVICE UNION, CTW, CLC**

July 1, 2009 – JULY 31, 2012

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AGREEMENT

THIS AGREEMENT is made and entered into September 9, 2009 by and between District 1199 WV/KY/OH The Health Care and Social Service Union, SEIU, CTW, CLC, located in Columbus, Ohio, (hereinafter referred to as the "Union"), acting on behalf of the employees of said Employer as herein defined, now employed and hereafter to employed and collectively designated as the "Employees", and Park Health Care Center located in St. Clairsville, Ohio (hereinafter referred to as the "employer" or "home.")

ARTICLE 1: UNION RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of:

State Tested Nurses Aides	Dietary Employees
Housekeeping Employees	Laundry Employees
Maintenance Employees	Activity Aides
Part-Time Employees	

Section 2: Should Transportation, Restorative Aide, or any other similar positions be created they shall be part of the bargaining unit.

Section 3: Excluded from said bargaining unit are the following employees of Employer: All RNs, LPNs, Professional Employees, Supervisors, Guards and Administrative Support Personnel.

ARTICLE 2: INTENT AND PURPOSE

Section 1: It is the intent and purpose of the parties to this Agreement to establish an orderly system of employer-employee relations which will facilitate joint discussion and cooperative solutions of mutual problems by the employer and employees and to further set forth a basic agreement covering wages, hours of work, benefits and conditions of employment for employees in the bargaining unit covered by this Agreement.

Section 2: The Employer and the Union mutually recognize that the unusual and humanitarian nature of a nursing home requires a cooperative, flexible, and efficient approach. Further, the parties mutually recognize that complete uninterrupted resident care of the highest possible quality is of vital importance to the community that Park Health Center serves and further agrees to cooperate in administering this Agreement with these interests always paramount.

ARTICLE 3: MANAGEMENT RIGHTS

Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;

- K. To maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed;
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 4: NON DISCRIMINATION

Section 1: Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, Union activity, sexual preference, political affiliation, or disability as defined under the Americans with Disabilities Act. Whenever a feminine pronoun such as she or her or male pronoun such as he or him is used, they are to be understood to refer to either gender.

Section 2: The Union shall share equally with the Employer the responsibility for applying and administering this Article of the Agreement.

ARTICLE 5: NO STRIKES - NO LOCKOUTS

Section 1: The Union acknowledges and agrees that the services performed by the Home's employees included in this contract are essential to the resident's safety, health, and welfare.

Section 2: The Union and employees covered by this Agreement agree, that during the term of this Agreement, they will not take part in, authorize, aide, condone, or encourage, either directly or indirectly, any strike including sympathy strikes, sit-downs, work stoppage, refusals to cross a picket line, or other similar interferences with operations of the Home. The Home agrees that during the term of this Agreement it will not lockout members of the bargaining unit.

Section 3: In the event of the occurrence of the prohibited acts referred to in the preceding paragraph the Union agrees to take affirmative steps with the employees concerned and will by certified letters advise all employees covered by this Agreement that such acts are not approved or ordered by the Union and are in violation of this Agreement to bring about an immediate resumption of normal work. The Union will send a copy of such communications to the Employer.

Section 4: An employee engaging in any of the Acts referred to in Section 2 above, will not be entitled to any benefit that occurs or accrues during that time, and the Home shall have the right to take disciplinary action up to and including discharge against any such employee. Disciplinary action taken hereunder may be raised as a grievance under this Agreement.

ARTICLE 6: PROBATION

Section 1: Probationary employees shall not have the right to file disciplinary grievances under this Agreement. Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of ninety (90) calendar days for full time employees, ninety (90) calendar days for part time employees.

Section 2: Should a part time probationary employee bid on a full time position; they will only be required to complete a probationary period of ninety (90) calendar days retroactive to the first day of employment.

Section 3: A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure.

Section 4: Probationary employees who are absent more than 3 days during their ninety (90) days probationary period shall be terminated.

ARTICLE 7: DISCIPLINE AND DISCHARGE

Section 1: The Employer shall have the right to discharge, suspend, or otherwise discipline an Employee for just cause.

Section 2: The Employer and the Union endorse the principal of progressive discipline recognizing that the nature and severity of the offense may vary the nature of the discipline imposed and also recognizing that there are some offenses that justify immediate suspension or discharge. The disciplinary progression will usually be:

- A. 1st written warning
- B. 2nd written warning
- C. Final written warning
- D. Discharge

The application of these steps may vary depending on the type of offense.

Section 3: The employee shall be made aware of the right to the presence of a Delegate during any disciplinary meeting.

Section 6: Employees covered by this Agreement shall be disciplined only for just cause. Upon request the employer will give copies of all pertinent evaluations and disciplinary actions to employees at the time given. Upon request the Employer shall forward to the Union Organizer notice and/or copies of all disciplinary actions. Employees will have access to their personnel file if requested during reasonable business hours.

ARTICLE 8: GRIEVANCE AND ARBITRATION

Section 1. Grievances: Should differences arise between the Home and the Union as to the interpretation of this Agreement, an earnest effort shall be made to settle such differences immediately in the following manner:

FIRST STEP: The aggrieved employee shall speak to his/her immediate supervisor in an effort to resolve the issue. At the employee's option, a Union Delegate may be present. If this protocol is not followed then the grievance shall be denied at Step 2, for failure to follow the steps. Use the first step tracking form.

SECOND STEP: If no resolution is reached at the first step, the Union Delegate, the Grievant and the Administrator or his/her designee shall discuss the issue. The grievance shall be submitted to the Administrator in writing within ten (10) calendar days of the occurrence giving rise to the grievance and within five (5) calendar days the Administrator shall meet with the grievant and Delegate/Grievance Chair and/or Union Organizer to discuss the grievance. An answer in writing shall be issued by the Administrator within five (5) working days (excluding Saturday, Sunday and holidays) after the meeting. Failure to respond in writing within the proper time lines will result in the remedy requested being implemented.

The grievance shall state the nature of the grievance, and the date giving rise to grievance. The grievance shall be on a form provided by the Union and shall include the violation, the remedy sought, the Delegate and the dated signature of the grievant. Failure to file a valid grievance within the mandated time shall bar further action by the Union or Home. Any grievance filed after such time shall not constitute a valid grievance and no arbitrator shall have the authority to issue a decision on such grievances. The Home may also file a grievance by following the procedure set forth herein.

Any meetings regarding the grievance shall be held on site, and if reasonable, during the scheduled work hours of the grievant. A grievant who is required to attend meetings outside of scheduled work time shall be paid at his/her regular rate of pay; other persons attending such a meeting outside of work time such as witnesses or the Delegate shall do so on their own time.

Verbal warnings shall not be subject to the above procedure. Written warnings may be grieved but are not subject to arbitration. However, the employee or the Union may attach a rebuttal to a verbal warning, or a written warning if not resolved at STEP TWO.

Grievances involving suspension or discharge may be submitted directly to the Administrator

THIRD STEP: Mediation. In the event the grievance is not resolved through this process, the Employer and the Union may agree to mediate the grievance. The aggrieved party may notify the level 2 designee of its intent to mediate the grievance. Such notification must be sent to the level 2 designee within fifteen (15) calendar days after the level 2 designee's decision has been issued or was due. The employer shall notify the union of its intent within 10 days. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the parties may mutually agree, on a non-binding basis. Any grievance settlement, whether it represents a compromise between the parties or a full granting or withdrawal of the grievance, shall be reduced to writing and signed by the parties. Any settlement discussions held in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the parties with skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the company and the Union with full authority to resolve the grievance to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible.

FOURTH STEP: If the grievance is not resolved at Step 3 or the parties do not mutually agree to the mediation, the Union shall send the Employer an "intent to arbitrate" letter within ten (10) days of the Administrator's response in Step-3. An arbitrator will be selected in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS).

The union and the employer shall select an arbitrator from a list of seven (7) arbitrators who shall be provided by the Federal Mediation and Conciliations Service. The party initiating the arbitration proceedings shall be responsible for any costs associated with obtaining a panel from the Federal Mediation and Conciliation Services. The hearing shall be held in a mutually agreeable location. The expenses of the arbitrator, including his/her time, travel and miscellaneous expenses shall be equally borne by the parties.

The parties mutually agree that there shall be no briefs. Closing arguments may be made. The decision of the arbitrator may be a bench decision. An arbitrator not issuing a bench decision shall issue his/her decision within seven (7) calendar days and shall limit his/her decision to no more than five (5) pages. The decision of the arbitrator shall be formal and binding upon both parties. The arbitrator shall have no authority to modify or amend any part of this contract by his/her decision.

Any extension of the above timelines shall be made after mutual agreement of the parties in writing.

ARTICLE 9: PERSONNEL FILES

Section 1: Access. Each employee shall, upon written request his/her Department Head have the right to inspect the contents of his/her personnel file on non-work time. Personnel files will be reviewed in the presence of the Department Head and/or the Administrator's designee. Files will not leave the facility.

The employee's file shall not be made available to any organization or person other than the Employer without the employee's explicit, written authorization unless pursuant to court order, subpoena, or as required by statute.

Section 2: Review of Documents. An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her file shall have the right to submit a memorandum to the appropriate department head explaining the alleged inaccuracy. If the Department Head agrees with the worker's claims the Department Head shall then remove the disputed document from the file or attach the employee's rebuttal to the disputed document and signify agreement by initialing each individual document. If the department head does not agree with the claims of the Employee, the department head shall then only include the employee's rebuttal with the original document.

Section 3: Removal of Documents. Records of disciplinary actions and all documents related thereto shall be dropped by one level on a rolling 12 month schedule.

In any case where any discipline is disaffirmed or rendered invalid upon the agreement of management and the Union, all related documents will be immediately removed from the Employee's file.

Section 4: All employees who are employed prior to the ratification date of this agreement shall have their entire file purged completely and start with a clean disciplinary file.

ARTICLE 10: WORKER STATUS

Section 1: Full Time: For benefit purposes only a full-time worker is a worker who is regularly scheduled to work 60 (sixty) hours in a pay period.

Section 2: Part Time: A part-time worker is a worker who is regularly scheduled to work fewer than 60 (sixty) hours in a pay period. The Employer shall not use part-time workers to avoid the payment of full-time benefits. Part-timers who work more than 30

hours a week for 8+ weeks shall be reclassified as full-time and accorded the benefits that entails.

Section 3: An Employee who is not regularly scheduled to work, but works as needed to fill open shifts or cover vacations, etc, is considered to be PRN and will not be part of the bargaining unit. However, any PRN Employee who averages more than sixteen (16) hours per week for a three (3) month period will be evaluated to determine whether or not he/she should be reclassified as regular full-time or regular part-time. No PRN Employee exceeding an average of sixteen (16) hours on two such consecutive evaluations will be allowed to continue as a PRN Employee. PRN Employees shall not be scheduled for hours that a part-time or full-time Employee is qualified and available to work, except where the addition of such hours would require the payment of overtime. PRNs may be mandated.

Section 4: Those employees currently working fewer than 30 (thirty) hours per week and fewer than 60 (sixty) hours per pay period and receiving benefits shall not experience a reduction in benefits unless it happens for 8+ consecutive weeks.

ARTICLE 11: HOURS OF WORK AND OVERTIME

Section 1: This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part time positions. Any such changes shall first be discussed at labor management prior to being implemented. This article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2: The normal work week and standard work schedule for full time Park Health Center employees covered by this Agreement shall be thirty-seven and a half (37.5) hours per week or seventy-five (75) hours per pay period. Thirty (30) minute unpaid lunch will be granted in addition to the scheduled hours. The work week shall be computed between 12:01 A.M. Sunday of each calendar week and 12 o'clock midnight the following Saturday.

Section 3: Whenever possible, the Company shall work jointly with the Union, through the various Labor/Management Committees, to create the maximum number of regular full-time jobs. As part of this effort, the Company and Union shall work jointly to schedule current, full-time workers who regularly work less than forty (40) hours but who wish to have regular forty (40) hour schedules, at a regular forty (40) hour schedule.

Section 4: Overtime and Compensatory Time

Overtime shall be compensated as follows:

A. Hours worked, except sick hours, in excess of forty (40) hours in the work week shall be compensated at the rate of one and one half (1.5) times the regular rate of pay for each hour of such time.

B. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article of Agreement.

Section 5: Meal Periods Employees -Shall be granted a meal period of thirty (30) minutes near the mid-point of each shift. Employees are allowed to leave the facility during this down time.

Section 6: Breaks. A paid rest period of 15 minutes shall be granted to each employee for every 3.75 hours of regularly scheduled work. Rest periods shall normally be taken near the mid-point of each half shift.

Section 7: Accident Leave. Employees who become injured during the course of and arising from their work while on duty shall be paid at the rate of the job being performed at the time of injury for the remainder of the shift on the date the injury occurs, providing such employee receives medical treatment (other than that provided for by the employer) and the attending physician states that the employee is not able to return to work on the date of the injury. However, in the event the attending physician states that the employee is able to return to work, the employee will be paid for the time lost on the day the injury occurred at the rate of pay for the job the employee was performing at the time of injury.

ARTICLE 12: WAGES

Section 1: Effective January 1st, 2010 all employees will receive 1.2% raise
Effective July 1st, 2010 all employees will receive 1.2% raise
Effective January 1st, 2011 all employees will receive 1.2% raise
Effective July 1st, 2011 all employees will receive 1.2% raise
Effective January 1st, 2012 all employees will receive 1.2% raise
Effective July 1st, 2012 all employees will receive 1.2% raise

Section 2: Effective August 1st 2010 starting rates will be as follows:

STNA: \$9.25 per hour
All others: \$8.00 per hour

If any employee is under the above rates they will be adjusted up. There will be no cap on wages.

Section 3: Effective August 1st the following one time increases will apply by years of service

0-5 years	\$0.15
6-10 years	\$0.25
10+ years	\$0.20

Section 4: The following shift differentials shall apply to all departments

7am-3pm	None
3pm-11pm	\$0.15 per hour
11pm-7am	\$0.20 per hour

The employer reserves the right to evaluate and adjust shift differentials upwards with notification given to the Union

ARTICLE 13: CALL IN PAY

Section 1: An employee who is called into work and who reports for work during hours outside his/her regularly scheduled shift which hours will not abut his/her regularly scheduled shift hours, shall receive 4 (four) hours pay at the appropriate rate for such work performed. Only hours actually worked (with a minimum of 4 (four) hours) under this section will be included in determining hours worked for overtime purposes.

Article 14: INSURANCE

Section 1: New employees must go on the Mini-Med medical plan following the first 30 (thirty) days of employment and continuing through the first six (6) months of employment. They will then have the option to elect the full coverage MMO plan.

Section 2: All current employees through transition will be eligible to enroll in full coverage MMO effective 09-01-09, with no gap in coverage.

Section 3: MMO will be offered separate from Dental and Vision. Employees can elect it independently. Dental/Vision Rates will be as follows:

Employee Only:	\$8.48
Employee + Spouse	\$17.35
Employee + child(ren)	\$18.95
Family	\$29.06

Section 4: Insurance will be split 80% employer, 20% employee. MMO rates will be as follows:

	Annual Max	Annual Max Smoker	Unlimited	Unlimited Smoker
EE only	\$49.87	\$59.87	\$54.21	\$64.21
EE +child	\$87.27	\$97.27	\$94.46	\$104.46
EE +spouse	\$96.69	\$106.69	\$104.85	\$114.85
EE +family	\$142.55	\$152.55	\$154.40	\$164.40

The employer will limit annual employee rate increases to 20%

Section 5: All current employees' insurance coverage will be retroactive back to September 1st 2009 at no additional cost to employees and with no back deductions for premiums collected.

Section 6: Supplemental insurance products will be offered at a preferred/discounted rate through a third party and offered as a portable benefit.

Section 7: FSAs will be offered as a pre-tax payroll deduction.

ARTICLE 15: HOLIDAYS

Section 1: To fulfill the home's responsibility to its residents, all employees will be scheduled to work a holiday on an A-B rotation.

Section 2: All employees shall receive two (2) times his/her regular rate of pay for all hours worked on the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day. Employee shall receive straight time pay for the holiday if it is their day off.

Section 3: Employees will be placed on a holiday rotation list of A and B rotation. The rotation shall be by seniority and shift And then those employees off the A holidays will then be off the B holidays the following year, and vice versa. Employees have the option to split a shift with another employee if mutually agreed and approved by the supervisor.

Section 4: All employees must work their last scheduled day before and their first after the requested Holiday to receive holiday pay.

ARTICLE 16: EARNED TIME OFF

Section 1: All non-probationary employees acquire ETO from their date of hire, but may not take vacation until the successful completion of one (1) continuous year of

employment (anniversary) date). The waiting period does not apply to current Bargaining Unit members as original dates with Park Health are being maintained.

Calculation for ETO:

After 1 year	.0385	80 hours
After 5 years	.0577	120 hours
After 10 years	.0769	160 hours

The calculation ratio applies to all full-time and part-time employees, and is based on all hours worked.

Section 2: An employee shall be entitled, upon voluntary separation from employment, to be paid for all earned but unused ETO, as long as the employee provides the employer a two (2) week written notice of termination and works her/his posted schedule. Such notice shall be dated and given to the Department Head or Designee. If an employee is terminated for just cause, no ETO will be paid.

Section 3: ETO is a benefit that carries over from year to year with a maximum of forty (40) hours. Any hours above forty (40) must be used or will be lost. Existing Bargaining Unit employees will be allowed to cash out balance of ETO over 40 hours at a rate of 16 hours per pay period until all hours are exhausted. At that point only 40 hours will carry over year after year.

Section 4: ETO is to be granted for employees based on facility needs but will not be unreasonably denied.

Section 5: Upon ratification of contract, sick time from the Belmont County will be paid out on a separate check run within 14 days.

Section 6: 401K will be offered as payroll pre-tax deduction.

ARTICLE 17: BEREAVEMENT LEAVE

Section 1: All non-probationary, employees shall be entitled up to three (3) scheduled work days at the employees regular rate of pay following a death in the employee's immediate family. For purposes of this paid leave, immediate family is defined as :

Stepchild	Stepgrandchildren
Spouse	Grandparents
Mother	Grandchildren
Father	Son-in-law
Sister	Daughter-in-law
Brother	Brother-in-law
Child	Sister-in-law
Mother and father-in-law	
Domestic partner	

Legal guardian or any other person who stands in place of a parent

Section 2: Additional time, up to two days, will not be unreasonably denied for time requested for any other funeral of additional extended family. This request should be made in writing and supporting documentation may be requested. Additional unpaid time may be requested or ETO time may be used if available.

Section 3: In order to qualify for the leave provided under this Article, the employee must personally notify her department head or the administrator as soon as possible. All verbal decisions will be followed up in writing.

ARTICLE 18: JURY DUTY

Section 1: Consistent with its legal county obligations the employer will grant employees time off work for jury duty. Employees must submit a copy of the notice/summons.

Section 2: The employer will pay the difference between the jury duty fee and the employee's straight time hourly rate for the hours for which the employee is scheduled to work not to exceed forty (40) hours. In the case where jury duty requires the employee to be out more than (40) hours additional time granted will be considered.

ARTICLE 19: LEAVE OF ABSENCE

Section 1: Personal Leave: A personal leave of absence up to six (6) months in addition to the 12 week FMLA. Such reasons include, but are not limited to, non-disability maternity leave, paternity leave, child-rearing, and adoption leave. Personal leave shall not be unreasonably denied.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to one (1) year..

Such leaves of absence shall not be unreasonably requested, nor shall they be unreasonably denied. If it is found that a leave is not actually being used for the purpose for which it was granted, the employer shall cancel the leave and direct the employee to report for work within two (2) days and will be subject to disciplinary action.

Section 2: Union Leave: Employees appointed or elected to Union positions or office shall be granted a leave of absence not to exceed one (1) year. Should the employee return within 90 days they will be returned to their original position. If the return is extended beyond 90 days every attempt to return them to the original position will be made, if the company is unable to return them to their original position, the employee shall be returned to a position similar to their original position within the facility.

Section 3: Workers Compensation Leave: When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers Compensation.

Section 4: Seniority shall accrue for up to one year while on a leave of absence.

Section 6: Military Leave of Absence: The provisions of State and Federal law shall prevail for all aspects of military leave, including request for and return from such leave.

Section 7: Employees shall notify the employer at least five (5) calendar days prior to the posting of the schedule of their return from a leave of absence. If the schedule is already posted, the employee has the option to accept call-ins, open shifts, or giveaways.

Section 8. Family Medical Leave Act (FMLA)

- A. The facility shall comply and offer FMLA in accordance with Federal regulations and guidelines.
- B. To be eligible for leave under FMLA, an employee must have both been employed by the facility for at least twelve (12) months and worked at least 1,250 hours within the 12-month period preceding the leave.
- C. In accordance with FMLA, the facility will provide eligible employees up to twelve (12) weeks of unpaid leave within a twelve (12) month period for one or more of the following reasons: Birth and care of a newborn child; placement with the employee of a child for adoption or foster care; care of an employee's spouse, child, or parent with a serious health condition; and/or care of an employee's own serious health condition that makes the employee unable to perform the functions of her job. The period shall be a rolling twelve (12) months.
- D. If the leave is foreseeable for the birth or placement of a child or for planned medical treatment, an employee is required to provide 30 days' advance written notice to their immediate supervisor before the date on which the leave is to begin. If an employee is unable to provide thirty (30) days' notice, he or she must at least provide verbal notice within two (2) business days of when the need became known. The employee shall be subject to submit any/all necessary and required paperwork relative to the leave.
- E. Under certain circumstances, an employee may be required to provide the facility with additional medical information and submit to additional examinations. Upon return from any leave involving personal illness, the facility requires certification from the healthcare provider that the employee is able to resume work. This must be obtained before the

employee is permitted to return.

- F. The facility will maintain healthcare coverage for an employee on FMLA at the level and under the same conditions as the employee would enjoy if not on leave for a maximum of twelve (12) weeks. If the employee fails to return to work at the end of the FMLA leave, the employee will be required to reimburse the facility for the cost of the facility paid portion of his coverage during the leave.
- G. While on an approved FMLA leave of absence employees may use up to one half of their accumulated ETO. The Return to Service requirements found in Article 22 LEAVE OF ABSENCE WITHOUT PAY, Section 4 are applicable.
- H. FMLA there will be no interruption, suspension, or recalculation of FMLA time used between from the previous bargaining agreement to this one.

ARTICLE 20: WORKER'S COMPENSATION COVERAGE

Section 1: The Employer shall allow an employee to use any accrued ETO while the employee is off on Worker's Compensation leave. The facility will approve "wage continuation" (at full wage) for approved/certified worker's compensation claims.

Section 2: The employer will make every effort to develop light duties to employees who are injured. In the event there are two (2) aides on light duty they will be placed one (1) on each end of the building (North and South).

Section 3: When pregnancy prohibits an employee from performing duties such as lifting, caring for aggressive residents and exposure to certain chemicals and infectious diseases, upon written verification from the attending physician such an employee may be granted "light duty" for the term of the pregnancy if she continues to provide statements from the physician on a monthly basis.

ARTICLE 21: NEW CLASSIFICATIONS

Should a new classification that is eligible for inclusion within the Agreement be established during the life of this Agreement, the Employer agrees to:

1. Negotiate a rate of pay for the new classification that is in proper relation to the rate of pay for other classifications covered by this Agreement.
2. Post all vacancies within the new classification in accordance with other, appropriate provisions of this Agreement.

ARTICLE 22: SUBCONTRACTING

Section 1: Every effort shall be made by the company to avoid sub-contracting bargaining unit work. The company shall have the right to sub-contract in the following situations with notification given to the Union:

- A. Emergencies
- B. When a position cannot be filled by a qualified, regular full or part time employee.
- C. When it places an undue economic hardship on the agency.
- D. When sufficient equipment or supplies are not available.

ARTICLE 23: VACANCIES

Section 1: Job Vacancy: A vacancy is defined as an opening in a full-time or part-time position in the bargaining unit which the Employer has determined is necessary to fill. Positions shall be posted as soon as management becomes aware that there is a vacancy.

Section 2: Job vacancies shall be posted for a minimum of five (5) days on designated bulletin boards within the home. All applicants shall be notified in a timely fashion as to the status of their applications. The employer will not keep a position open as a means to avoid payroll and benefits costs.

Section 3: Vacancies shall be filled by the most senior qualified applicant who bids on the job. Any employee who successfully bids on a job shall be paid at the rate of pay in the appropriate classification that corresponds to his/her seniority. Nothing in this article will prohibit a part-time employee from bidding on a full-time position.

Section 4: If a Bargaining Unit position is vacated and the hours are still being worked, the position shall be posted as vacated.

Section 5: There shall be no probationary period for BU employees bidding on a vacancy after they have completed employment of ninety days (90) for full time and part time.

Section 6: After completion of the initial probationary period, an employee shall have the right to bid on any posted job bid regardless of the number of days spent in the current position.

Section 7: There shall be no posting of flex shift positions without the mutual agreement of the appropriate parties. Flex shift positions are defined as positions without fixed scheduled hours.

Section 8: The employer shall post all in-house jobs including those open positions not in the bargaining unit. Upon applicants' acceptance of a job bid, they will begin their new position on the next posted schedule and shall be given two (2) weeks training.

ARTICLE 24: SENIORITY

Section 1. Seniority Definition: The total length of continuous service in a position or succession of positions within the bargaining unit dating back to the first date of hire. Continuous service within the bargaining unit shall be interrupted only by the following:

1. Separation due to resignation;
2. Discharge
3. Failure to return from a leave of absence;
4. Failure to respond to recall from layoff within three (3) days

Section 2. Seniority Lists: The Home shall maintain seniority lists of all employees and shall furnish said lists monthly upon written request of the union within two (2) working days. Such lists shall include the name, address, current classification, telephone number, seniority date, and seniority for all employees,

Section 3. Identical Hire Dates and Grandfathering of Seniority: When two or more employees have the same date of hire, seniority shall be based on the last four digits of the employee's social security number. The lowest number shall be considered the most senior.

Section 4. Shift and Assignment Openings: Shift and assignment openings shall be filled by the qualified employee within the same classification at the Home having the greatest seniority, who desires the opening,

Section 5. All current Bargaining Unit employees shall maintain their seniority and original start date with Park Health.

ARTICLE 25: LAYOFF AND RECALL

Section 1. Notice: When the Employer determines a layoff is necessary, the Employer shall notify the Union and inform them of the classification(s) and the number of worker(s) to be affected. The Employer shall schedule a meeting with the Union to explain their reason for such action and shall provide all necessary documentation to show layoff is necessary. The Union's comments and ideas for how to avoid the layoff, including a reduction of hours, will be seriously considered by management and answered in writing before making a final decision. If after this meeting the Employer determines the action is still necessary, the Employer shall notify all affected employees at least fourteen (14) days prior to the effective date of any layoff.

Section 2. Layoff Procedure: In the event any layoff is implemented within the bargaining unit in the classification(s) affected, the order of layoff shall be:

- A. There shall be the opportunity for any employee within the classification affected to volunteer for layoff.
- B. All probationary employees shall be separated before any non-probationary employees.
- C. Employees with the least seniority within the affected classification shall be laid off first.

Section 3. Recall: When it is determined by the Employer to fill a vacancy or to recall employees in the classification where a layoff occurred, the following procedure shall be adhered to:

The most senior laid off employee shall be recalled first. Employees shall have recall rights for a period of two (2) years. The employer shall attempt notification with two (2) phone calls. If unsuccessful the notification of recall shall be by certified mail to the employee's last address on file with the Employer. If an employee fails to notify the Employer of his/her intent to report to work within seven (7) days of receipt and return to work within fourteen (14) days, he/she shall lose recall rights.

No vacancies shall be filled by new hires as long as qualified employees possess recall rights. Section 5. No Reduction of Hours: If the work force is to be reduced, it shall be accomplished by layoff and not by any reduction of hours. Only by agreement between the appropriate parties can the regular hours of employees be reduced. This section does not apply to temporary census reductions.

Section 5: No reduction of hours: If the workforce is to be reduced, it shall be accomplished by layoff and not by any reduction of hours. Only by agreement between the appropriate parties can the regular hours of employees be reduced. This section does not apply to temporary census reductions.

Section 6. The employee shall notify the employer of any changes in address or phone numbers.

ARTICLE 26: HEALTH AND SAFETY

Section 1: Consistent with its legal obligations, the Employer agrees to maintain conditions of health sanitation in conformity with all applicable federal and state laws.

Section 2: Consistent with its legal obligations, the Employer agrees to provide, at no cost, any immunizations or vaccinations, including Hepatitis C, as required by applicable federal and state laws upon request by an employee, with exception of mandatory immunization. The employee agrees to sign a liability waiver from in which the

employee agrees to hold the Employer harmless for any liability which might arise as a result of the employee receiving such immunization or vaccination.

Section 3: As determined by the Employer, required equipment and accessories needed to perform duties shall be provided and maintained in a safe manner. Such equipment and accessories shall remain the property of the Employer. Each employee is required to report equipment which the employee believes to be defective or unsafe conditions to the Administrator or Director of Nursing. All employees must be in-serviced where appropriate, according to department and/or classification, on paid time where any new equipment or methods are introduced.

Section 4: When known, the Employer shall advise employees of the medical conditions and precaution designations of residents, in order to reduce the risk of infection and communicable disease. Such disclosure shall be subject to and limited by the patient's rights to confidentiality and to applicable state or federal law.

Section 5: When known, and as required by state or federal law, employees shall notify their Department Head that they have a medical or physical condition which provides a risk of infection or transmission to residents or coworkers.

Section 6: A Health and Safety Committee consisting of up to three (3) Union and three (3) Management representatives will be established. This committee will meet quarterly to discuss health and safety issues of concern to both sides. This committee shall have the power to make recommendations and based on these recommendations, the Administrator will implement appropriate solutions regarding health and safety issues that a majority of the committee deem appropriate.

Section 7: Prior to transporting residents in the facility vehicle, every employee shall be properly in-serviced on driving, van safety, and transferring and transporting of wheelchair residents. No one will be required to transport a resident without another employee in instances where the residents' physical, and/or mental condition is unstable to the point where it would jeopardize the safety of the resident or the employee. The clinical supervisor will determine.

ARTICLE 27: LABOR MANAGEMENT COMMITTEE

Section 1: The parties agree to establish a Labor Management Committee for the purpose of fostering improved communication and promoting a climate of professionalism and constructive employee/employer relations.

Section 2: The Committee shall be composed of up to four (4) members each from labor and management. The Committee shall meet on a monthly basis unless otherwise agreed to by the parties. The Union organizer may be present.

Section 3: The Committee shall discuss and attempt to resolve problems with client care, training, staffing, health and safety, continuing education, job description and other issues of mutual concern.

Section 4: The Union and Management shall develop a proposed agenda and exchange agenda, at least five (5) days prior to the meeting. Present or proposed policies and procedures may be proper subjects of discussion. The Committee may submit their recommendations to the Administrator for consideration.

Section 5: Labor/Management Committee meetings shall be scheduled during normal working hours and therefore shall be considered paid time.

Section 6: The labor management committee meeting will typically last one (1) hour in length, and certainly no longer than two (2) hours. Items not addressed within this timeframe will be moved to the following month's agenda.

ARTICLE 28: DUES CHECK OFF AND UNION SECURITY

Section 1: Upon receipt of a lawfully written payroll authorization card from an employee who is a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each pay and remit to the Union at its Columbus, Ohio office regular dues and initiation fees as required by the Union's constitution and bylaws. The initiation fee shall be paid in two consecutive monthly installments beginning with the first pay period after receipt of the employee's payroll authorization card.

Section 2: The Employer shall be relieved from making such check-off deductions from any employee who has joined the Union and who has provided a check-off authorization upon (a) termination of employment; (b) transfer to an operation other than one governed by this bargaining unit; (c) layoff from work; (d) leave of absence as defined herein; and (e) revocation of check-off authorization in accordance with its terms or with applicable law.

Section 3: The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 4: The Union shall advise the Employer in writing of the schedule of dues or fees to be deducted from each employee.

Section 5: Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted. The Employer shall include a list of new hires with name, address, telephone number, classification, status, social security number, date of hire and date of birth along with a

list of resignations and terminations for the preceding month. Whenever possible, information to be furnished under this article shall be provided electronically.

Section 6: The Company shall withhold political action fund deductions in whole dollar amounts of no less than \$3.00 from each of those employees who voluntarily and individually authorize each deduction by submitting a written authorization form. Employees may begin this deduction at the first pay of any month provided the authorization has been submitted at least thirty (30) days prior to the beginning of that month. All funds shall be remitted to the union in the same manner as union dues.

Section 7: It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorneys fees, by an employee arising from deductions made by the Employer hereunder. Once those funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8: The employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Employer.

The employer will terminate dues deductions for the following reasons:

- A. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- B. Bargaining unit employee is laid off.

Section 9: All employees covered by this Agreement who are on the active payroll of the Employer as of the date of execution of this Agreement and are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment. All such employees on the active payroll as of the date of the agreement who are not members of the Union and all employees hired after the date of execution of this agreement shall become members of the Union upon completion of their probationary period or the 30th day following the execution of this agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

Section 10: For the purpose of this section, an employee shall be considered a member of the Union in good standing if the employee tenders periodic dues and initiation fees equal to that uniformly required as a condition of membership.

Section 11: An employee who has failed to maintain membership in good standing as required by this section shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting the employee's discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered

Section 12: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any actions taken or not taken as a result of a request of the Union under the provisions of this article including ~~fair share fees~~, deductions and remittances.

ARTICLE 29: UNION RIGHTS

Section 1: Delegates and Organizers: The right of the Union to appoint five (5) delegates plus a reasonable number of member connectors is recognized. Delegates are Union stewards as the term is generally used.

Section 2: In addition to their regular work duties, the duties of the delegates during work time shall include the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the Home.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the Home provided it does not interfere with the normal operation of the Home. Delegates may use a reasonable amount of paid time to perform delegate duties. The delegate will always respect the needs of the residents when performing their delegate duties.

Section 3: An organizer of the Union shall have access to the Home for the purpose of conferring with delegates, employees, or the Employer provided it does not interfere with the normal operation of the Home and the organizer has provided the Home with twenty-four (24) hours advance notice.

Section 4: Employee's schedules shall be adjusted to permit attendance at trainings, conventions, or Executive board meetings up to four (4) times per year. The employer shall allow two employees to attend. Such requests shall be without pay. However every two years all delegates are invited to the delegates' assembly of which delegates are required to use vacation for this, and those requests shall follow the vacation article 17.

Section 5: The designated Union delegates and officers shall be granted up to one (1) work day off each year of the contract, limited to three (3) delegates or officers per year, for the purposes of attending Union educational programs. Requests shall be made in writing at least thirty (30) days in advance. Union delegates and officers may utilize, if applicable, any paid time off benefits that are accrued and earned in lieu of unpaid time.

Section 6: Other Union Deductions: The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay of those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the Union regularly.

Section 7: Bulletin Boards: The Home shall provide a suitable space for the use of the Union for the purpose of posting bulletins, notices and other materials affecting the workers in the bargaining unit. Such space shall be conspicuous and readily accessible to workers in the course of employment. The Union agrees not to post any obscene or defamatory materials on the union board.

Section 8: Meeting Room Space: Though usually the breakroom will usually be utilized, appropriate space for meetings or conferences with employees shall be assigned upon request, when available. Meeting rooms shall be left in the same or better condition as it was prior to the meeting.

Section 9: Union Orientation: The Executive Board member or designee shall be permitted thirty (30) minutes to orient new employees. Such orientation shall not interfere with the operation of the facility. The Executive Board or designee shall work with the company to schedule a time in which to orientate. Such time will be paid.

ARTICLE 30: SAVINGS CLAUSE

Section 1: If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. The parties agree to meet and negotiate a lawful provision within a reasonable period of time to replace any provision found to be unlawful by a Court of competent jurisdiction.

ARTICLE 31: SUCCESSORSHIP

Section 1: The Employer agrees that if the business is ever sold, the successor, also known as the purchaser, shall be bound by this labor agreement in the same manner as the current ownership is bound.

ARTICLE 32: RETAINING STNA CERTIFICATION

Section 1: The Employer will allow all bargaining unit employees who have a STNA certification to perform such duties and work the number of hours required to keep their certification current, regardless of the classification title she/he now holds. A one (1) month notice must be given to the Department Head and the Director of Nursing.

ARTICLE 33: TERMINATION OF EMPLOYMENT

Section 1: Except in cases of job abandonment, Bargaining Unit employees shall be told of their termination by the appropriate supervisor and/or Administrator prior to receiving

written notification. Bargaining Unit employees will be given reasonable notice of their termination so that management can ensure coverage for consistent care of residents.

ARTICLE 34: ACTIVITIES -TRANSPORTING OF RESIDENTS

Section 1: Transporting residents to activities shall primarily be the responsibility of activities aides. Nurse aides, and any other appropriate employees, shall assist.

ARTICLE 35: PERFECT ATTENDANCE MERIT AWARD

Section 1: A perfect attendance merit program will be evaluated and implemented within four months of the ratification of this contract bargained between the employer and the Union.

ARTICLE 36: SCHEDULING

Section 1: Posting of work schedules. A four (4) week schedule shall be posted at least two (2) weeks in advance. An employee shall not be required to change his/her schedule to avoid the payment of overtime to said employee.

Section 2: Schedule changes. Employees are permitted to exchange days within their department with other appropriate employees after the posting of the schedule, as long as the payment of overtime is avoided and each party agrees with the exchange. The employees must see the department head or charge nurse prior to the schedule change. In an emergency, the employee will first attempt to contact the charge nurse, their department head, and then the administrator. Posted schedules shall not be changed without affected employee's permission.

Section 3: Request days off. If an employee desires to request a specific day off a given schedule, they must submit the request, in writing, to the department head a minimum of three (3) weeks in advance of the beginning of the schedule. Each employee will be permitted to submit three (3) requests days off per calendar month. Employees are permitted to request one (1) full weekend as one request and two (2) other days that month.

Section 4: Weekend scheduling may apply to all departments. The Company shall attempt to schedule employees with at least every other weekend off.

Weekend scheduling shall apply to all departments. Employees must work full eight (8) hour shifts on weekends and weekdays.

Section 5: Scheduling errors. Employees alleging schedule errors shall have 72 hours after posting of schedule to notify their immediate supervisor of schedule discrepancy.

(Excluding weekends and holidays) In the event an employee fails to notify their immediate supervisor within the specified 72 hours, such employee must work the posted schedule, and shall not be subject to the grievance procedure. In the event the posted is corrected, affected employees, bumped from the schedule shall not be subject to the grievance procedure, if bumped within the 72 hours.

Section 6: Mandation should be clearly communicated on initial schedule. With approval of both parties involved mandated shifts can be switched or otherwise changed between appropriate staff within seventy-two (72) hours of posting. Refer to the mandation policy under Article 37 Absentee-Tardiness Policy.

Section 7: No employees shall be scheduled more than five (5) consecutive days without their consent.

Section 8: Regular scheduling shall be scheduled by seniority. Any proposed modifications shall first be discussed at Labor/Management meetings.

ARTICLE 37: ABSENTEE-TARDINESS POLICY

No fault absence policy

Section 1: Call-off or tardies. The following discipline will be given to employees for call-off or tardies. Occurrences will be counted based on a twelve (12) month rolling calendar. An occurrence will be counted as any instance in which an employee calls off for a scheduled shift or consecutive series of shifts. In the event an employee is absent for three (3) consecutive days, a doctor's slip to return to work will be required. A doctor's slip does not remove the occurrence but verifies that the employee was unfit for duty and is able to resume his or her duties upon return. Two (2) tardies or two (2) early quits will be counted as one (1) occurrence.

Eight (8) hour shift employees:

1 occurrence in a twelve month period:	1 st written warning
3 occurrences in a twelve month period:	2 nd written warning
5 occurrences in a twelve month period:	Final warning
7 occurrences in a twelve month period:	Termination

Twelve (12) hour shift employees:

2 occurrences in a twelve month period:	1 st written warning
3 occurrences in a twelve month period:	2 nd written warning
4 occurrences in a twelve month period:	Final warning
5 occurrences in a twelve month period:	Termination

Section 2: Mandation: Upon the completion of the following month's schedule a needs list will be posted for one week if the schedule is short. The second week it is posted the mandation cycle will be scheduled by management.

Section 3: Mandation shall be in four hour increments and shall be determined according to seniority. It will start with the lowest in seniority and work its way up to the most senior employee. Employees will know, with the posting of the following month's schedule what days they could be mandated. A pink highlight denotes the day each employee is eligible for mandation.

Section 3: If there is a need for mandation, management will inform that "highlighted" employee that they are to stay for the following shift.

Section 4: Employees are permitted to split a mandated shift but it is up to said employees to work that split out.

Section 5: Employees are permitted to trade their mandation day with a coworker with management's approval. The trade HAS to be worked out by the employees. Employees DO NOT have to make up their mandated day.

Section 6: 11p-7a employees highlighted twice in one week shall only have to stay for four hour shifts if the need for mandation arises on those days.

Section 7: The rotation of mandation "highlights" continues from month to month. This means if the highlight is in the middle of the seniority roster at the end of the month, the highlights start in the middle of the seniority roster the following month.

Section 8: If there is a need for more than one employee to stay:

1. Highlighted individual is mandated for the following shift or for four hours if acuity permits
2. Employees on duty will be asked to volunteer according to seniority (highest to lowest).
3. If employees do not volunteer – management will call employees scheduled off that day on the shift there was a call off and ask for volunteers.
4. If employees do not volunteer to come in on scheduled day off, the lowest in seniority, with the least amount of mandated and/or volunteered time within the mandation log will be mandated along with the highlighted individual.

Section 9: If the highlighted individual is absent:

Employees on duty will be asked to volunteer according to seniority (highest to lowest)
If employees do not volunteer management or charge nurse will call employees off on the shift there was a call-off and ask for volunteers

No employee shall be mandated two consecutive days.

This policy will be reviewed at each Labor Management Meeting and adjustments made to if the need arises. This can be requested by either party.

Section 10: Refusal of mandation up the ladder will result in progressive discipline. There shall be no mandation for short-posted schedules.

1st refusal: Final Written Warning

2nd refusal: Termination

1st No-call/No-show: Final Written

2nd No-call/No-show: Termination

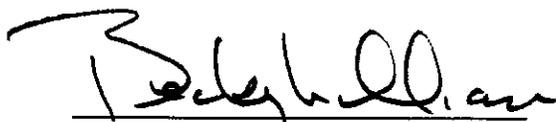
ARTICLE 38: UNIFORM ALLOWANCE

Employees with at least one year of service shall have the option of ordering uniforms from the employer preferred vendor. Each employee will be provided with two uniforms appropriate to the employee's need.

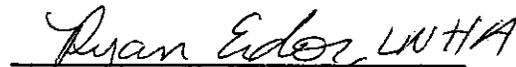
The program is only available on an employee's anniversary date.

ARTICLE 39: DURATION

This Agreement is effective 12.00a.m. July 1st, 2009 and shall terminate at 11:59 p.m. July 31st, 2012



Becky Williams, President
SEIU/District 1199 WV/KY/OH
The Health Care and Social Service Union



Ryan Erdos, Administrator
Park Health Center

3/12/10
Date

2-24-10
Date