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AGREEMENT BETWEEN

**THE WOOD COUNTY NURSING HOME
DBA
WOOD HAVEN HEALTH CARE
SENIOR LIVING & REHABILITATION**

and

**S.E.I.U. District 1199 WV/KY/OH
The Health Care and Social Service Union**

Effective June 1, 2012 through May 31, 2015

22

CONTRACT AGREEMENT INDEX

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**ARTICLE 1
UNION RECOGNITION**

The Employer recognizes S.E.I.U. District 1199 WV/KY/OH, The Health Care and Social Service Union as the sole and exclusive bargaining agent for the purpose of collective bargaining, on all matters pertaining to wage, hours, terms and other conditions of employment for employees in the bargaining unit. The bargaining unit which the recognition is according is defined in the Certification issued by the State Employment Relation Board (SERB) (Case Number 93-REP-11-0240)

Included: All full-time and regular part-time employees including State Tested Nursing Assistants, Non-State Tested Nursing Assistants, Restorative Aides, Dietary, Housekeeping and Laundry employees, and Seamstress.

Excluded: All professional employees, Licensed Practical Nurses, Registered Nurses, Office Clerical, Activities and Maintenance employees, Guards, Supervisors, and Managerial confidential employees.

SECTION 1: The agency shall notify the Union of new bargaining unit position(s) to be added to the Table of Organization thirty (30) days prior to the date of said position being filled. In the event of a dispute between the parties as to the future inclusions or exclusions from the unit, either party to this agreement may apply to SERB for resolution of the dispute.

**ARTICLE 2
NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any employee based on race, religion, color, sex, pregnancy, sexual orientation, genetic information, national origin and ancestry, age, veteran status, disability, military status, political belief or Union activity.

**ARTICLE 3
PROBATIONARY PERIOD**

All newly hired employees shall be considered probationary employees for a period of one hundred twenty (120) calendar days. During such probationary employee can be disciplined or discharged without recourse to the grievance procedure. The Employer can extend the initial probationary period for up to an additional thirty (30) days upon notification of the union.

Probationary employees shall have the right to use earned sick leave during the probationary period. Probationary employees earn benefits in the same manner as non-probationary employees according to their status as full-time or part-time employees.

Any employee who is promoted to a position with a higher rate of pay shall serve a promotional probationary period of one hundred twenty (120) calendar days. The Employer can extend the initial probationary period for up to an additional thirty (30) days upon notification of the union.

Any employee who laterals from one position to another shall serve a lateral probationary period of one hundred twenty (120) calendar days. The Employer can extend the initial probationary period for up to an additional thirty (30) days upon notification of the union.

**ARTICLE 4
MANAGEMENT RIGHTS**

SECTION 1: The Union recognizes and accepts the right and authority of the Board of Wood County Commissioners and their authorized representative to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as:

1. To determine the functions and programs of the County;
2. To determine the standards of services to be delivered;
3. To determine the overall budget;
4. To determine how technology may be utilized to improve the County's operations;
5. To determine the County's organizational structure;
6. To direct, supervise, evaluate or hire employees;
7. To maintain and improve the efficiency and effectiveness of the County's operations;
8. To determine the overall methods, process, or personnel by which County's operations are to be conducted;
9. To suspend, discipline, discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
10. To determine the adequacy of the work force;
11. To determine the overall mission of the county as unit of government;
12. To effectively manage the work force, and
13. To take action necessary to carry out the mission of the County as a governmental unit.

SECTION 2: All other rights not expressly restricted by this contract are retained by Management.

If either party is required to negotiate during the term of this Agreement the Employer can implement a last and best offer after an ultimate impasse.

**ARTICLE 5
UNION RIGHTS**

SECTION 1: The Union shall have the right to appoint a reasonable number of delegates.

SECTION 2: Delegates may discuss and investigate complaints or grievances and attend grievance meetings with management on work time provided that it does not interfere with the operation and work needs of the Home. Delegates must notify their immediate supervisor when they are exercising any rights under this contract.

SECTION 3: An Organizer of the Union shall have access to the Home for the purpose of conferring with Delegates, Unionized Employees or Management of the Home provided that it does not interfere with the operation or work needs of the Home. Said access shall not be the resident care or resident occupied areas of the Home. The Union Organizer must notify the Manager in charge when entering and exiting the premises.

SECTION 4: One bulletin board in a suitable location will be provided as the Union bulletin board. No partisan political material will be allowed. No material of a libelous, inflammatory, or derogatory nature will be allowed.

SECTION 5: The work schedules of two Delegates shall be accommodated to permit attendance at delegate training or convention. This attendance is limited to two days annually and the Home shall pay each of the two Delegates 8 regular hours of pay for each two days attended. Verification of attendance shall be required for pay. Additional Delegates may request to attend delegate training or convention without pay. Schedule adjustment for these additional delegates shall be at the discretion of the supervisor based upon staffing and work needs.

One Delegate shall be permitted to attend Union Executive Board meeting one day per calendar quarter. The Home shall pay this delegate 8 hours of attendance at said Union Executive Board meetings. Verification of attendance shall be required for pay.

Union leave shall be granted to not more than one employee assigned or elected to a full-time Union position, not to exceed a one (1) year period.

SECTION 6: The Home shall make twenty (20) minutes of time available to the Union for Union orientation of all new employees covered by this agreement. This orientation shall be conducted by a Delegate or an Organizer from the Union.

ARTICLE 6 CHECK-OFF OF DUES

Upon receipt of a lawful written authorization from an employee, the Home shall, pursuant to such authorization, deduct union dues from the wages due said employee each month, and remit to the Union. Regular initiation fees shall be paid in two (2) consecutive monthly installments beginning with the first pay period after completion of the employee's probationary period.

The Home shall be relieved from making such check-off deductions upon (a) termination of employment (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. The provisions shall not relieve any employee of the obligation to make payment of dues and initiation fees under Article 7 and applicable law.

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

The Union shall advise the Home in writing of the schedule of dues to be deducted from each bargaining unit employee.

Each month the Auditor shall remit to the Union all deduction for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all Bargaining Unit employees for the preceding month, together with a list from whom dues and/or initiation fees have been deducted.

The Home agrees to furnish the Union each month with the names of newly hired employees, their classifications of work and their date of hire; names of terminated employees, together with their dates of termination; and names of employees on leaves of absence of Bargaining Unit employees. Social Security numbers may be provided to the Union after employees complete their probationary period.

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 attorney fees, by any

employee arising from deduction made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 7 UNION SECURITY

The Employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntarily written individual authorization from any bargaining unit employee.

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09 (c) of The Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employees shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

The employer shall terminate dues deductions for the following reasons:

1. Bargaining unit employee signs a cancellation notification on the form provided by the Union;
2. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any reason;
3. Bargaining unit employee is laid off;
4. Bargaining unit employee transfers out of the bargaining unit.

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 action 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. Once any money is remitted to the Union, the Employer has no responsibility under this Article.

ARTICLE 8 EMPLOYMENT CATEGORIES

SECTION 1: A Full-Time Employee is an employee who regularly works a minimum of forty (40) hours in each seven (7) day time period, Sunday through Saturday.

SECTION 2: A Part-Time Employee is an employee who regularly works less than forty (40) hours in each seven (7) day time period, Sunday through Saturday.

SECTION 3: A part-time employee who works greater than thirteen (13) of twenty-six (26) consecutive weeks at forty hours per week shall be reclassified as a full-time employee.

SECTION 4: Seasonal and Intermittent employees are excluded from these definitions.

ARTICLE 9 SENIORITY

SECTION 1: Seniority shall mean an employee's continuous service with the Home measured in calendar days from the first day of work following the most recent date of hire. Seniority shall be applicable only as expressly provided in this Agreement.

SECTION 2: An employee's seniority shall be terminated for the following reasons:

1. Voluntary resignation from the bargaining unit;
2. Discharge for just cause;
3. Failure to return from any period of approved leave of absence;
4. Failure to respond to a recall from a layoff notice.

SECTION 3: Seniority shall apply in the computation and determination of eligibility of agreed upon contractual items as stated in specific articles of the agreement.

SECTION 4: An employee who bids into a different department shall start at the bottom of that department seniority list for any application of seniority within the department (ex. selection of shift or hours). When scheduling extra hours, seniority will be taken into account. The employee will retain overall facility seniority for the purposes of retirement and eligibility for any benefits such as vacation. Department seniority will begin on the first day the employee starts in the new position within that department.

When two or more employees have the same seniority date, seniority shall be based upon the last four digits of the employee's social security number. The lowest number shall be considered the most senior.

ARTICLE 10 VACANCIES

SECTION 1: A vacancy is defined as an opening in a full-time or part-time position in the bargaining unit which the Home has determined to fill.

SECTION 2: A vacancy shall be posted for eight (8) calendar days in a designated area of the home. An employee wishing to be considered for the position shall apply in writing within the posting period.

The vacancy shall be awarded to the most senior, qualified applicant who bids on the job. Qualifications shall include Work Record, Attendance, Disciplinary Record, and the ability to perform the essential functions of the job. The employer reserves the right to fill vacancies from outside the bargaining unit if the employer determines that no bargaining unit employee is qualified for the vacancy. If a member bids on a position and does not receive the position, before management awards the position to a probationary employee, management will discuss the reason with the Union.

SECTION 3: An employee may be moved to meet operational needs. The Home shall designate the work area most able to provide the coverage. The qualified employee having the most seniority who desires to be moved shall be. If no employee volunteers to be moved, the qualified employee with the least seniority shall be moved from the work area most able to provide the coverage as determined by the Employer.

**ARTICLE 11
JOB DESCRIPTIONS AND DUTIES**

The employer shall determine appropriate job duties for each bargaining unit position. The Employer shall determine the job descriptions for each position in the bargaining unit and maintain them available in the Human Resources office. The employer agrees to discuss changes to job descriptions with the Union prior to implementation.

All employees will be provided with an up to date job description that substantially reflects the actual duties of the position. Ordinarily, employees will not perform duties outside of their written job descriptions, but, when a Dietary Aide works in the Cook position they shall receive the higher rate of pay.

STNA Training: The employer shall provide the Mentor Program for the STNA positions.

**ARTICLE 12
STAFFING**

Staffing is a basic management right and shall be determined by the Employer.

**ARTICLE 13
WORK RULES**

The employer reserves the right to establish reasonable and necessary work rules. The parties recognize, however, that not every work situation can be reduced to a written work rule. The employer reserves the right to manage on a day-to-day basis.

**ARTICLE 14
DISCIPLINE**

SECTION 1: Employees shall only be disciplined for just cause.

SECTION 2: Employees shall not be disciplined without having the opportunity to have his Union delegate present. However, in the case of counseling between the Employer and the Employee, verbal reprimands, or where immediate action is called for, it is recognized by the parties that the presence of the Union delegate may not always be possible. Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension, *last chance agreement* and/or dismissal. Discipline shall be progressive where appropriate.

SECTION 3: Disciplinary action may include, but not be limited to those disciplinary offenses referenced in O.R.C. 124.34

SECTION 4: The parties recognize that some offenses may be considered major offenses and require immediate action by the Employer.

**ARTICLE 15
GRIEVANCE PROCEDURE**

SECTION 1: A grievance is a misapplication of a specific term of this agreement. The aggrieved employee must cite a specific section of the agreement that is alleged to have been violated.

- Step 1: 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.
- Step 2: If no resolution is reached at Step 1, the grievance shall be submitted in writing to the Department Head within ten (10) calendar days of the occurrence giving rise to the grievance. The grievance shall state the nature and the date of the occurrence giving rise to the grievance, the section(s) of the contract on which the grievance rests, and the relief sought. The grievance shall be signed by the aggrieved employee and dated.

The grievant, Union delegate and Department Head shall meet to discuss the grievance. If no settlement is reached at this meeting the Department Head shall have ten (10) calendar days to respond to the grievance in writing. A Union Organizer and the County Labor Relations Consultant may attend this meeting.

If the written answer is unsatisfactory the Union shall have seven (7) calendar days, from the date of receipt, to appeal the grievance to the Administrator.

- Step 3: Within ten (10) calendar days of receipt of the grievance the Administrator or his/her designee shall meet with the grievant and Union delegate to discuss the grievance. If no settlement is reached at this meeting the Administrator or his/her designee shall have ten (10) calendar days to respond to the grievance in writing. A Union Organizer and the County Labor Relations Consultant may attend this meeting.

SECTION 2: Mediation -- A. The Employer and the Union agree that a grievance mediation session will be held by mutual agreement of the parties, for the purpose of settling unresolved grievance which has arisen since the previous grievance mediation session.

No later than thirty (30) days after the effective date of this Agreement the parties shall select a mediator to serve for the first year of the contract. The parties agree that the use of a single mediator will bring continuity and experience to the mediation process and will result in the maximum number of grievances being settled short of arbitration.

The selection of a mediator for successive years of the Agreement shall be conducted not later than thirty (30) days prior to each successive anniversary date of the contract. The parties may, by mutual agreement, use the same mediator in successive years.

B. The mediator shall hear all outstanding grievances which have not been previously mediated. It is the intent of the parties to make every effort to settle, grant or withdraw all such outstanding grievances.

The Union may have the grievant(s), any appropriate witness(s), the appropriate Delegate(s), the Grievance Chair, and the Organizer present at the mediation session. Employees who attend the grievance mediation session shall do so on paid time if the mediation session takes place during their regular work hours. Every effort shall be made to conduct mediation discussions as concisely as possible.

The parties agree they will make every effort to provide each other with any and all information which will facilitate the resolution of outstanding grievances.

C. Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation session. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation session.

Any settlement discussion held in the course of the grievance mediation process shall be considered "off the record" and shall be inadmissible in any subsequent arbitration hearing. 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 settlement of the grievance(s) more likely.

D. Any grievance that is not settled, granted or withdrawn at the grievance mediation session shall be considered automatically appealed to the arbitration step of this Article. No other notice of intent to arbitrate shall be required.

SECTION 3: Arbitration – If the Union is not satisfied with the answer in step 3, the Union may submit the grievance to arbitration, by serving written notice to the Employer of its desire to do so, within thirty (30) days of receipt of the Step 3 decision. Either party requesting arbitration shall request a panel of seven arbitrators from FMCS.

Once the Union and the Employer have received the panel of arbitrators they shall alternately eliminate from the panel the arbitrators of their choosing until only one arbitrator remains. The sole remaining arbitrator shall hear the case.

SECTION 4: The decision of the arbitrator shall be binding to the parties in all issues including disciplinary actions resulting in suspension or discharge and matters which are the result of a layoff or recall, except that the Employer has the right to override or negate one (1) arbitration decision (excluding suspension or discharge decisions) during the term of this Agreement so that such decision is not binding. All costs directly related to the service of the arbitrator shall be borne equally by both parties. Expense of witnesses shall be borne, if any, by the party calling the witness.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

SECTION 5: The arbitrator can not rule in any manner that is in conflict with the legal duties of the Board of Wood County Commissioners nor contrary to law.

**ARTICLE 16
LABOR MANAGEMENT COMMITTEE**

SECTION 1: A Labor-Management committee shall be established for the purpose of maintaining communications, cooperatively discussing issues of mutual concern and to promote a climate of constructive employee/employer relations.

This Committee shall consist of four (4) Union and four (4) Employer representatives exclusive of the Union Organizer and outside management representative. Other representatives of the Union and the Employer may be included on an as needed basis as determined by mutual consent of both parties. Attendance at meetings established under this Article shall be paid time for Union representatives if regularly scheduled for work. The Committee shall meet as is mutually acceptable to the parties.

SECTION 2: The Employer recognizes that this Labor-Management Committee will deal with matters of concern to either party, including issues on resident care. The Employer recognizes that the Labor-Management Committee can be a method to provide constructive input on matters of concern to either party.

SECTION 3: The parties agree that the Labor -Management Committee meetings are not an extension of required collective bargaining.

**ARTICLE 17
PERSONNEL FILES**

SECTION 1: Each employee shall have the right to inspect the contents of his/her personnel file during normal business hours provided the Employer is given one work day's notice. A representative of the Employer will be present during said review.

SECTION 2: 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 for inclusion in the personal file outlining the inaccuracies from the employee's point of view.

SECTION 3: Records of disciplinary actions all documents related thereto shall no longer have force and effect according to the following schedule:

Verbal Warning	12 months
Written Warning	12 months
Suspension	24 months

Said action shall cease to have force and effect providing there are no intervening disciplinary action(s) during the agreed to time period above.

**ARTICLE 18
LAYOFFS**

SECTION 1: When the Home determines a layoff is necessary, the Home shall notify the Union and inform them of the classification(s) and number of employees to be affected.

SECTION 2: The Home will schedule a meeting with the Union to explain the reason for such action. The Union's comments and ideas given to avoid the layoff shall be considered before the Home makes its final decision. This meeting shall take place within five (5) days of the Union's

receipt of notification. If after the meeting the Home deems the action is still necessary the following procedure shall be followed.

The home shall notify all affected employees of the impending layoff at least fourteen (14) days prior to the effective date.

In the event any layoff is implemented within the bargaining unit, the order of layoffs shall be:

1. There shall be an opportunity for any employee in the affected classifications series to volunteer for layoff.
2. Employees with the least seniority within the affected classification series shall be laid off first.

Those individuals in the classification series affected who have special qualifications or duties may be exempt from the layoffs.

If the work force is to be reduced it shall be accomplished by lay off and not by individual hours reduction of full-time employees. Only by agreement between parties can the regular hours of full-time employees be reduced. This, however, shall not limit the right of the Home to maintain or create part-time positions.

SECTION 3: As vacancies occur in classification where a layoff occurred, and the Home desires to fill the same, the following procedure shall be followed. The most senior employee in that classification shall be recalled first. Employees shall have recall rights *for one (1) year pursuant to O.R.C.*

SECTION 4: Notification of layoffs or recall from layoffs shall be by certified mail to the employee's last known address.

SECTION 5: If an employee who is recalled fails to notify the Home of his/her intent to report to work within seven (7) calendar days of the receipt of notice or ten (10) calendar days of the mailing of this notice, whichever is later; or fails to return to work within seventeen (17) calendar days of the receipt of the notice or twenty-one (21) calendar days of the mailing of the notice, whichever is later, such employee shall forfeit recall rights.

ARTICLE 19 HEALTH AND SAFETY

The employer shall provide a safe and healthful place of employment for each employee per Ohio's O.S.H.A. statute. Further, no retaliatory or discriminatory actions shall be taken against any employee(s) who reports dangerous or unhealthful conditions at their place of employment to their supervisors or other proper authority or to the Union.

SECTION 1: Communicable Disease Precautions

- A. The employer shall comply with O.S.H.A. Standards on blood-borne pathogens and Universal precautions.
- B. The Employer shall provide Hepatitis B Vaccinations, TB screening and Influenza vaccinations upon request, at no cost to the employees.
- C. The employee's annual TB screening test will be administered to each employee at the facility's expense. If the TB screening test is not read within the required time frame necessitating an additional test, it will be at the employee's expense.

- D. Per regulation, any employee failing to complete annual TB screening within 30 days following one year from the date of their previous TB screening, cannot be allowed to work in a health care facility (have any resident contact) until a TB screening test is completed resulting in a negative reading.
- E. The Employer shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning the release of client information. As part of this effort the Employer shall establish a regular schedule of patient monitoring for communicable disease. The Employer shall advise employees of appropriate precautionary procedures to take with patients in order to minimize the risk of infectious and communicable diseases to employees and other patients.

SECTION 2: The Employer shall provide equipment, including a Hoyer type lift, in order to allow employees to lift and move residents with minimal risk. The Home will seriously consider the purchase of new types of lifting equipment as they become available in the general marketplace.

SECTION 3: Wearing of back support belts shall be at the discretion of individual employees.

ARTICLE 20 SICK LEAVE

SECTION 1: All employees (full-time and part-time) shall earn sick leave at the rate of 4.6 hours per each 80 hours worked or .0575 hours per hour worked.

SECTION 2: Sick leave shall be granted for the following reasons provided a credit balance is available:

- A. Illness, injury or pregnancy related condition of the employee;
- B. Examination of the employee, including medical, psychological, dental, optical, auditory or speech/ language examination by an appropriate licensed practitioner.
- C. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time not to exceed five (5) days;
- D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
- E. Examination, including medical, psychological, dental, optical, auditory or speech/language, of a member of the employee's immediate family where the employee's presence is reasonable necessary;
- F. For purposes of the Article immediate family shall include an employee's: Spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, step children, step siblings, or a legal guardian or other person who stands in the place of a parent (loco parentis).

The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave or abuse of sick leave is suspected. (Examples would be

patterned use of sick leave, consistent one day sick leave usage or limited amount of sick leave on the books without prior medical verification.)

SECTION 3: Sick leave shall be charged in minimum increments of one-quarter (1/4) hour.

SECTION 4: Employees shall notify the Home as soon as they will be unable to report to work. This must be done not later than one (1) hour before the scheduled starting time. If not done the employee is subject to progressive discipline.

SECTION 5: There shall be no limit on the amount of sick leave an employee may accrue.

SECTION 6: Any sick leave of three (3) days or more requires a certificate of ability to return to work signed by a licensed physician prior to returning to work. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

When an employee has exhausted sick leave, he shall not be allowed to automatically use vacation. Such use, if allowed, is at the discretion of the Employer.

Verification of ability to return to duty shall be submitted prior to and as a condition of return to duty, and shall indicate: 1) the date of the employee's return to duty; 2) That the employee is not disabled from the performance of normal duties; 3) that the employee is able to perform the material and substantial duties of the assigned position; and 4) that the employee's return to duty will not jeopardize the health and safety of other employees.

If upon an employees return to duty, said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Department Head finds there is not satisfactory evidence to justify the employee's absence, such leave may be considered an unauthorized leave and shall be subject to discipline.

Any abuse of sick leave can be just cause for disciplinary action independent of any denial of paid status for sick time away from the job.

SECTION 7: Upon separation from the employment, an employee shall be paid per the Ohio Revised Code or Wood County Handbook for county service, whichever is applicable.

SECTION 8: It is the policy of Wood Haven Health Care to encourage the regular attendance of its employees. It is understood that absenteeism and tardiness seriously interfere with our mission to provide the highest practical levels of service to the residents entrusted to our care.

To reward perfect attendance, employees of Wood Haven Health Care who have completed their probationary period shall be eligible for the following benefit(s):

For each calendar quarter that the employee has perfect attendance, that employee shall receive a payroll payment of \$25.00 (minus applicable taxes) with the first full payroll of the following quarter. An employee must be on an active pay status and have completed the probationary period prior to the start of the quarter to receive this payment.

Employees who achieve perfect attendance, for two consecutive quarters (specifically, January 1st - June 30th and/or July 1st - December 31^s) shall be granted one shift off with pay, per six month period, at a time convenient to both the employee and the scheduling supervisor. This

shift off with pay must be taken within six months of being earned or it shall be forfeited. An employee must be on active pay status and have completed the probationary period prior to the start of the six month period to receive the benefit. A list of those employees who have perfect attendance shall be posted.

Employees who achieve perfect attendance for four (4) consecutive quarters (specifically, January 1st - December 31st) shall receive a payroll payment of \$50.00 (minus applicable taxes) with the first full payroll of the following quarter. This bonus is in addition to the bonus received for perfect attendance each quarter.

To manage absenteeism and tardiness, employees of Wood Haven Health Care shall be subject to the following steps of progressive discipline:

An employee shall accumulate two (2) points for each incidence of absence.

An employee shall accumulate one (1) point for each incidence of tardiness.

An employee shall accumulate five (5) points for each incidence of "No Call No Show"

Discipline shall be applied based upon the following point accumulations:

ABSENCE

TARDY AND/OR LEAVE EARLY

8 points	Verbal Counseling	8 points	Verbal Counseling
10 points	Written Warning	10 points	Written Warning
12 points	Suspension Recommended	12 points	Suspension Recommended
14 points	Termination Recommended	14 points	Termination Recommended

Exemptions:

1. Qualified bereavement and FMLA absences shall be exempt from points accumulation.
2. If an employee is absent (calls off) but arranges for another qualified employee to cover their shift and it does not involve the payment of overtime, that incidence of absence shall not incur points. If the shift is not covered, points will be assessed to the absent employee.
3. When the Wood County Sheriff determines that a level 3 snow emergency, or any other level 3 emergency, requires vehicles to be off the road subject to penalty of arrest, an absence under such circumstance shall not incur points. Employees must always recognize their professional responsibilities to the residents.
4. One incidence of sick leave use for purposes of illness of employee dependent child annually during the life of the contract will not be charged against points.
5. An employee who is involved in an automobile accident on the way to work and who shows proof of a police report will not incur points.
6. An employee sent home due to illness at any time throughout the year by facility management will not incur points.
7. Misuse of all of the above can still be investigated and disciplined if misuse is established.
8. Whenever possible, documentation shall be provided.

Removal of Points:

Points shall be removed from the employees attendance record one (1) year from the date of occurrence and shall be of no consequence after removal.

Following completion of the probationary period an employee who has perfect attendance for an entire calendar quarter (specifically January 1st - March 31st; April 1st - June 30th; July 1st - September 30th; October 1st - December 31st) shall be allowed to deduct two (2) points from their accumulated absence point total or from their accumulated tardy point total effective the first day of the following quarter.

The employer may consider substantiated mitigating circumstances in the enforcement of this policy provided said consideration is understood to be on a case by case basis and not establishing precedent.

SECTION 9: The following definitions are provided for use in the Absenteeism / Tardiness policy set forth in SECTION 8 of this ARTICLE:

1. Perfect Attendance is defined as the full completion of each shift as scheduled.
2. Absence is defined as not completing 50% or more of the scheduled shift. Absences shall be counted in incidents. An incident of absence is defined as a continuous period of absence.
3. Tardy/Leave Early is defined as commencing the work shift 6 (six) or more minutes after its scheduled start as determined by the time recorded by the time clock and/or leaving prior to the completion of scheduled shift. However at least 51% of the scheduled shift must be completed in order to be considered tardy and not absent.
4. Employees are entitled to a pre-disciplinary hearing before any suspension, discharge, reduction in pay or position, or fine becomes effective. The Board of County Commissioners will review the independent pre-disciplinary decision before deciding upon appropriate disciplinary action. Employees in their probationary period are not entitled to a pre-disciplinary hearing.
5. Suspension shall be recommended as follows: 8 hours if all incidents have been documented with excuses by a licensed physicians; 16 hours if ½ or fewer incidents have been documented with excuses by a licensed physician; 24 hours if ¼ or fewer incidents have been documented with excuses by a licensed physician. Physician documentation must include diagnosis, prognosis and likely duration of absence to be considered for this policy.
6. An employee absent from work for three (3) or more consecutive scheduled days without proper notification will be considered as having voluntarily terminated his/her employment.

ARTICLE 21 FAMILY AND MEDICAL LEAVE

The parties shall abide by the Family and Medical Leave Act of 1993.

FMLA shall be administered per the policy and procedures outlined in the Wood County Employee Handbook

ARTICLE 22 INJURY LEAVE

The County agrees to continue to provide medical insurance for the first sixty (60) days of an industrial leave.

**ARTICLE 23
MEDICAL LEAVE**

Any time and benefits under this article shall be used concurrently with FMLA.

An employee may be granted medical leave, subject to approval by the Wood County Board of County Commissioners, without pay for up to six (6) months upon providing a doctor's statement verifying the need for leave. At the conclusion of the leave, the employee shall return to his/her previous position or similar position within the employee's classification. If the employee's classification no longer exists, the employee shall be assigned to a position in a classification similar to that formerly held providing the employee is qualified for said position. An employee can exercise departmental seniority for purposes of shift placement upon return.

**ARTICLE 24
HEALTH INSURANCE**

Full-time Bargaining Unit employees will be covered by the Wood County Health Insurance Plan. Full-time Bargaining Unit employees shall receive the same schedule of benefits, providers, and cost sharing as other Wood County employees (excluding O.R.C. 4117 non-strike employees).

The parties to this agreement will have equal representation on a county wide committee charged with studying the hospitalization / major medical program for Wood County Employees.

**ARTICLE 25
HOLIDAYS**

SECTION 1: Full-time employees shall earn the following holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25

SECTION 2: Holidays shall be observed on the days listed in SECTION 1.

SECTION 3: Full-time employees are automatically entitled to eight (8) hours of holiday pay at regular rate. Compensation for working on a holiday shall be in addition to the automatic holiday pay.

- A. If a holiday occurs during a period of sick or vacation leave the employee shall not be charged for sick leave or vacation leave on the holiday.

- B. An employee who is required to work on New Years Day, Thanksgiving Day or Christmas Day shall be paid one and one half (1 ½) times their regular rate of pay for all hours actually worked. Such compensation shall be in addition to any holiday pay.

There shall be no payment of automatic holiday pay for any full-time employee who does not work the scheduled day before the holiday, the scheduled day following the holiday or the holiday if scheduled.

SECTION 4: Part-time employees are not eligible for holiday pay.

Part-time employees will be paid at one and one-half times their regular rate of pay for all hours actually worked on Thanksgiving, Christmas, New Year's Day, 4th of July, Labor Day and Memorial Day.

SECTION 5: For the purpose of holiday pay, holidays shall commence at 11:00 p.m. (or the beginning of the night shift) on the day preceding the holiday and conclude at 11:00 p.m. (or the conclusion of the afternoon shift) the day of the holiday.

SECTION 6: An employee working a scheduled holiday who is sent home from work due to illness when initiated and deemed necessary by the shift supervisor will not lose holiday pay. Upon return to work, the employee will provide medical verification.

ARTICLE 26 VACATION

SECTION 1: Regular full-time employees shall earn vacation leave with pay at their regular rate without differentials. Vacation is based on length of service as illustrated in the Vacation Accrual table below:

Years of Service	Pay Periods	Accrual Rates	Balance Limit
Less than one year	1-26	3.1 hours per pay period (Accrues on pay check but is not available for use or payout)	
After one year	27-208	3.1 hours per pay period 80 hours annually 2 weeks	160 hours
After eight years	209-390	4.6 hours per pay period 120 hours annually 3 weeks	240 hours
After 15 years	391-650	6.2 hours per pay period 160 hours annually 4 weeks	320 hours
After 25 years	650+	7.7 hours per pay period 200 hours annually 5 weeks	400 hours

SECTION 2: Vacation leave is intended to be taken by the employee in the year following that in which it was accrued and prior to the next recurrence of the anniversary date of employment. Vacation time may be accrued to a maximum limit of two (2) years benefit.

SECTION 3: Vacation leave shall be taken at mutually agreeable times. If vacations are requested more than sixty (60) days in advance, seniority shall be determining factor on granting such requests. Vacation leave requested within less than sixty (60) days notice shall be granted on a first-come, first-serve basis. Employees must complete a Request for Leave form when requesting to use vacation time. Such request must have prior approval from the immediate supervisor. Requests will not be unreasonably requested or unreasonably denied. Requests will be answered in a reasonable manner given overall scheduling needs. Once vacation is approved it will not be denied.

Requests for vacation time received thirty days prior to the posting of the schedule shall not be unreasonably denied. All requests for vacation shall be secondary to the staffing needs of the department.

SECTION 4: Vacation leave shall be charged in minimum increments of one quarter (1/4) hour.

SECTION 5: Upon separation employees with greater than one year of full-time service shall be paid at regular rate for all earned, but unused vacation leave.

SECTION 6: Part-time employees are not eligible for vacation leave accrual unless the Board of County Commissioners grant across the board part-time accrual to employees directly under their jurisdiction (excludes other County offices). The parties will meet to discuss implementation.

ARTICLE 27 HOURS AND OVERTIME

SECTION 1: The normal work week for a full-time employee shall be forty (40) hours.

SECTION 2: Employees shall be paid time and one-half their base rate of pay for all actual hours worked in excess of forty (40) hours in a week. There shall be no pyramiding of overtime.

When an employee has work duties that require hours in excess of regularly scheduled work hours, the employee and/or the supervisor shall make every effort to adjust the employee's work schedule in the remainder of the standard work week to avoid work in excess of 40 hours.

Overtime worked under normal circumstances must have prior approval by a supervisor. Overtime may be approved after the fact in certain emergency situations.

SECTION 3: The work schedule shall be posted according to current departmental practice. Management can change departmental posting practice. However, a labor management meeting will be held within two weeks of implementation of a change if requested by either party to consider other options. An employee's posted schedule will not be changed without the employee's approval.

SECTION 4: Scheduling shall be the responsibility of management. "Call-Offs" shall be replaced at the discretion of management. Management will attempt to schedule full-time employees off every other weekend.

SECTION 5: Employees shall have the right to trade days off provided each employee is qualified to perform the duties of the other and it does not cause the payment of overtime. The appropriate supervisor shall be given written notification signed by all employees involved in the trade at least one day in advance.

SECTION 6: If an employee is called into work at times other than their posted schedule, they shall be paid for the number of hours worked or 4 hours whichever is greater. In-Service training is excluded from this section.

SECTION 7: Employees shall not be scheduled to work less than fifteen and one half (15 ½) hours between shifts without the employee's consent except under emergency conditions. This provision does not apply in cases of authorized overtime.

SECTION 8: A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of work performed. Such rest periods shall be taken near the midpoint of each half-shift unless Supervision decides otherwise.

SECTION 9: Lunch shall be an unpaid ½ hour taken on the premises, one (1) Employee per shift may be allowed to leave the premises for the purpose of picking up food for those who desire to order out. The employee who leaves the building is on their ½ hour lunch. A supervisor must approve the employee leaving. Employees must work a minimum of five (5) hours to be eligible for a lunch break.

SECTION 10: The time clock shall be utilized to document all employee activity while on the premises.

ARTICLE 28 DIFFERENTIALS

SECTION 1: Weekend Differential – Employees working beginning with the day shift on Saturday and concluding with the night shift on Sunday shall receive a \$2.00 per hour differential. Such differential shall only be paid for actual hours worked and shall not be subject to overtime computations.

SECTION 2: Cook Differential – Dietary employees (food service workers) who perform the duties of Cook shall be paid the corresponding Cook Classification rate for all hours worked in this capacity.

SECTION 3: Floor Care Differential – Housekeeping employees who perform the duties of floor care shall be paid an additional \$.50 cents/hour for all hours worked in this capacity.

SECTION 4: Night Shift Differential – Nursing employees in the bargaining unit (nurse aides) shall be paid a \$.15 cents/hour differential for hours worked on the third (night) shift.

SECTION 5: STNA performing the duties of mentoring new STNA's will earn a .50 cent per hour differential for all hours worked in this capacity.

**ARTICLE 29
IN-SERVICE EDUCATION AND TRAINING**

In-service education and training may be scheduled by the facility monthly, quarterly, annually or on an as needed basis and be limited to employees in a specific job classification or department or applicable to all facility staff. Employees are expected to attend scheduled in-service sessions as applicable.

In-service education may also be scheduled through on-line training (ie. Silverchair). Employees are expected to complete all assignments within allotted time frames. Employees may use facility computers, one hour per month "on the clock", or opt to complete assignments on personal computer, "off the clock".

Federal and state regulations require that each nurse aide (STNA) must have no less than twelve (12) hours of in-service education per year, calculated by the employment date rather than the calendar year. The facility is required to provide no less than twelve (12) regular in-service education hours per year.

STNA's who fail to obtain sufficient in-service education and training to meet the federal and state requirements may, at the discretion of the facility, be removed from the schedule until such education and training is completed.

Any off duty employee who comes in to attend the regular scheduled in-service education and training session will receive a minimum of two hours straight time pay. Off duty STNA's not attending will be given opportunity to attend a make-up session but shall be paid only the actual time spent in make-up attendance at straight time pay. All make-up in-service education and training sessions will be scheduled by the staff development coordinator.

**ARTICLE 30
WAGES**

Effective June 1, 2012 * employees shall be paid the hourly rate of pay that corresponds to their seniority and classification as listed below. Employees who are currently above the pay scale shall receive the stated percentage increase on their hourly rate of pay.

*Effective with the first pay period beginning June 3, 2012, the bargaining unit will receive a 1% increase to the base rate (calculated in the table below).

Classification	Start	120 Days	1 Year	3 Years	5 Years	10 Years
State Tested Nurse Aide	\$ 10.75	\$ 11.13	\$ 11.47	\$ 11.84	\$ 12.23	\$ 12.59
Non-Tested Nurse Aide	\$ 9.68	\$ 11.13				
Dietary Aide	\$ 8.65	\$ 9.05	\$ 9.42	\$ 9.83	\$ 10.20	\$ 10.64
Cook	\$ 9.66	\$ 10.06	\$ 10.41	\$ 10.84	\$ 11.24	\$ 11.64
Housekeeper	\$ 8.65	\$ 9.05	\$ 9.42	\$ 9.83	\$ 10.20	\$ 10.64
Laundry Aide	\$ 8.65	\$ 9.05	\$ 9.42	\$ 9.83	\$ 10.20	\$ 10.64
Seamstress	\$ 9.05	\$ 9.42	\$ 9.83	\$ 10.20	\$ 10.63	\$ 11.00

Effective June 1, 2013 through May 31, 2014 – Bargaining unit employees will receive the County announced across the board number.

