



13-MED-08-0896
1629-01
K30713
03/12/2014

COLLECTIVE BARGAINING AGREEMENT

between

MERCER COUNTY JOINT TOWNSHIP COMMUNITY HOSPITAL

and

**OHIO COUNCIL 8 AND LOCAL 3788,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

November 1, 2013

to

March 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGEMENT RIGHTS	2
ARTICLE 3	COOPERATION	2
ARTICLE 4	NONDISCRIMINATION.....	3
ARTICLE 5	NO STRIKE.....	3
ARTICLE 6	UNION MEMBERSHIP AND CHECK OFF	3
ARTICLE 7	UNION OFFICERS AND STEWARDS.....	5
ARTICLE 8	GRIEVANCE PROCEDURE.....	6
ARTICLE 9	INTRODUCTORY PERIOD.....	9
ARTICLE 10	SENIORITY.....	10
ARTICLE 11	LAYOFFS	11
ARTICLE 12	VACANCIES.....	12
ARTICLE 13	WORK RULES.....	13
ARTICLE 14	DISCIPLINE.....	14
ARTICLE 15	RESIGNATION FROM EMPLOYMENT.....	15
ARTICLE 16	PERSONNEL FILES.....	15
ARTICLE 17	BULLETIN BOARDS.....	15
ARTICLE 18	JOB DESCRIPTIONS	16
ARTICLE 19	SAFETY.....	16
ARTICLE 20	HOSPITAL CONVENIENCE DAYS.....	17
ARTICLE 21	LABOR-MANAGEMENT COMMITTEE	17
ARTICLE 22	SUPERSENIORITY	18

ARTICLE 23 HOURS OF WORK.....	18
ARTICLE 24 HOLIDAYS	21
ARTICLE 25 VACATION.....	22
ARTICLE 26 LEAVES OF ABSENCE.....	24
ARTICLE 27 WAGES	28
ARTICLE 28 INSURANCE AND PENSION	30
ARTICLE 29 EDUCATIONAL PROGRAMS AND PROFESSIONAL MEETINGS	34
ARTICLE 30 WAIVER.....	36
ARTICLE 31 EFFECT OF LAWS AND SAVINGS CLAUSE	36
ARTICLE 32 MODIFICATION	36
ARTICLE 33 DRUG-FREE WORKPLACE	37
ARTICLE 34 DURATION OF AGREEMENT.....	37

ARTICLE 1 RECOGNITION

Section 1. This Agreement is made between Mercer County Joint Township Community Hospital (the "Hospital") and Ohio Council 8 and Local 3788, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union") for the purpose of establishing wages, hours, or terms and other conditions of employment of the employees covered by this Agreement, to achieve and maintain satisfactory and stable working relationships, to promote improved work performance, to promote the peaceful adjustment of grievances, to attract and maintain qualified employees, to assure the effectiveness of services to the clients and patients of the Hospital, and to ensure fair and impartial treatment of all employees covered by this Agreement.

Section 2. The Hospital recognizes the Union as the exclusive bargaining representative on all matters pertaining to wages, hours, or terms and other conditions of employment for the bargaining unit certified by the State Employment Relations Board.

Section 3. The terms "employee," "employees," and "bargaining unit," as used in this Agreement refers to those persons employed in positions/classifications included in the bargaining unit as defined in Section 2.

Section 4. A "full-time employee" is an employee who has accepted employment with the Hospital with the understanding and commitment that s/he will work at least sixty-four (64) hours in each fourteen (14) day work period, and every other weekend or less frequently as required by the job classification and position.

Section 5. A "part-time employee" is an employee who has accepted employment with the Hospital with the understanding and commitment that s/he will regularly work fewer than sixty-four (64) hours in each fourteen (14) day work period, and every other weekend or as required by the job classification and position.

Section 6. The term "day" as used herein means a calendar day, unless otherwise designated.

Section 7. The term "shift" as used herein means an employee's regular daily work period, with the early morning shift hereinafter referred to as the first shift, the afternoon shift hereinafter referred to as the second shift, and the evening shift hereinafter referred to as the third shift.

Section 8. Whenever the masculine pronoun or adjective is used in this Agreement, the female pronoun or adjective is also intended unless otherwise specifically indicated.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The management and direction of the Hospital, the control of its buildings, equipment and premises, and the direction of its working force are vested solely and exclusively in and with the Hospital and includes, but shall not be limited to, the right to: hire; transfer; assign; evaluate; promote; demote; discipline, suspend, or discharge employees for just cause; lay off; determine the shifts and the number of hours to be worked by employees, including overtime; determine staffing patterns and the adequacy of the work force including, but not limited to, the number of employees to be employed, the qualifications required, the work quotas to be met, and the areas to be worked; assign duties and shifts to employees in accordance with the Hospital's needs and requirements as determined solely by the Hospital; determine and change the methods and means by which its operations are to be carried on; discontinue and/or relocate any and all portions of its operations; determine and change at its sole discretion the methods, means, and levels of patient care, medical education, and employee training, and any and all aspects of health care delivery; declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the Hospital in those emergency situations; and, establish and enforce reasonable work rules, rules of conduct, and rules relating to safety, testing, efficiency, and order in its operations and on its premises.

Section 2. The exercise or non-exercise of the management rights hereby retained and reserved exclusively to the Hospital shall not be deemed to waive any such right or the right to exercise them in some other way in the future. The exercise of the inherent management rights retained and reserved herein is subject only to such specific and express restrictions and regulations governing the exercise of these rights as are expressly limited by a specific provision in this Agreement.

ARTICLE 3
COOPERATION

Section 1. The Hospital and the Union shall work together in the mutual interest of maintaining and improving efficiency in all Hospital operations, conserving materials, supplies, and equipment, and improving the quality of workmanship and service.

Section 2. The Union, on behalf of the employees, agrees to cooperate with the Hospital to attain and maintain full and maximum efficiency and patient care. The Hospital agrees to receive and consider fully suggestions submitted by the Union for achieving these objectives.

ARTICLE 4
NONDISCRIMINATION

Section 1. The Hospital and the Union agree to not discriminate against any employee as a result of or because of such employee's race, color, religion, sex, national origin, age, disability, military status, ancestry or membership or non-membership in the Union.

Section 2. The Union and the Hospital share equally in the responsibility for applying and complying with this Article.

ARTICLE 5
NO STRIKE

Section 1. For the duration of this Agreement, the Union, its officers, representatives, members, and the employees covered by this Agreement shall not authorize, instigate, cause, promote, aid, encourage, support, ratify, or condone, nor shall any of the aforementioned take part in a strike as defined in R.C. 4117.01(H), a boycott, or any other interruption or interference with the operations of the Hospital. In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees involved to bring about immediate resumption of normal work.

Section 2. If for any reason there is any interference of work or Hospital operations as set forth in Section 1, neither party shall be required to negotiate upon the issue(s) or condition(s) in dispute until such time as the interference with work is fully terminated and normal Hospital operations have resumed. The Hospital may exercise any rights it may have at law or in equity if, in the opinion of the Hospital, a violation of this Article is threatened or occurs.

Section 3. The Union retains any rights it may have pursuant to R.C. 4117.14(D)(2).

Section 4. The Hospital shall not lock out employees for the duration of this Agreement.

ARTICLE 6
UNION MEMBERSHIP AND CHECK OFF

Section 1. All employees who are members of the Union on the effective date of this Agreement may remain members in good standing, and those who are not members on that date may become and remain members in good standing during the term of this Agreement. An employee hired during the term of this Agreement may become and remain a member in good standing. A member in good standing is an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 2. It is understood and agreed that employees are not required by this Agreement to become or remain Union members in good standing, and that the decision to

become or refrain from becoming a member in good standing is the voluntary choice of each employee, subject to the provisions of Section 4.

Section 3. For the duration of this Agreement, the Hospital agrees to deduct Union membership dues from the bi-weekly pay of a bargaining unit employee who has requested such deduction by signing a payroll deduction form furnished by the Union and presented to the Human Resources Director within thirty (30) days of the date of the employee's signature on such payroll deduction form.

Section 4. An employee who is a member of the Union may revoke Union membership/dues deduction authorization at any time during the fifteen (15) day period immediately prior to: (a) the one year anniversary of the effective date of the Agreement; (b) the two year anniversary of the effective date of the Agreement; and (c) the expiration date of the Agreement.

An employee who seeks to revoke his Union membership and/or dues deduction must provide timely, individual notification of such revocation by certified mail to: (1) AFSCME Ohio Council 8, Dayton Regional Office, 15 Gates Street, Dayton, Ohio 45402; and, (2) Hospital Human Resources Director, 800 W. Main Street, Coldwater, Ohio 45828.

Section 5. All bargaining unit employees who are not members in good standing of the Union within sixty (60) days from the date of hire, or upon initiation of fair share fee pursuant to Section 6, whichever occurs later, are required to pay to the Union a fair share fee. The deduction of the fair share fee from the bi-weekly pay of the non-member employee shall be automatic and does not require a written authorization for payroll deduction. In the event an employee's pay is insufficient for the deduction required herein, the Hospital will deduct the amount from the employee's next regular pay where the amount earned is sufficient. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for retaining employment or receiving any benefits under this Agreement.

The Union represents that it has established and will maintain a fair share fee procedure, including an internal rebate procedure, in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the Hospital's Human Resources Director or his designee with a copy of the Union's fair share fee procedure.

Section 6. The amount of dues and the fair share fee to be deducted shall be certified to the Human Resources Director by the Comptroller of AFSCME, Ohio Council 8. The Hospital agrees to remit the amounts so deducted in accordance with this Article once each month to AFSCME, Ohio Council 8, Comptroller, 6800 North High Street, Columbus, Ohio 43085-2512, in the aggregate amount of the deductions, with an alphabetical listing of the names, addresses, and social security numbers of the employees for which deductions were made.

Section 7. The Hospital assumes no obligation of any kind arising out of its deduction of dues and/or the fair share fee in accordance with this Article. The Union shall

indemnify and save the Hospital harmless from any claim, action or proceeding brought by any person or entity against the Hospital individually, or the Hospital and Union jointly, as a result of the Hospital's deduction of dues and/or the fair share fee pursuant to this Article. Once dues and/or the fair share fee are remitted to the Union, their disposition thereafter shall be the Union's sole obligation and responsibility.

Section 8. The Hospital shall be relieved from making any deductions when an employee terminates his employment, transfers to a position outside the bargaining unit, is laid off from work, is on unpaid leave of absence, or for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues and/or fair share fee. If an employee revokes his authorization for dues deduction by the timely submission to the Hospital and the Union of a notice to revoke such authorization in accordance with the provisions of Section 4 then the Hospital shall be relieved from making any further dues deduction, but shall be required to make the fair share fee deduction pursuant to Section 5.

ARTICLE 7 UNION OFFICERS AND STEWARDS

Section 1. The Union may select three (3) stewards for the first shift, one (1) steward for the second shift, and one (1) steward for the third shift. The names of all Union officers and stewards will be furnished to the Chief Executive Officer by the Union, and shall be kept current by the Union at all times. The Hospital shall not recognize an employee as a Union officer or steward unless the employee's name is on the most current list of Union officers and stewards provided to the Chief Executive Officer by the Union.

Section 2. Except as provided in Article 8, Grievance Procedure, a Union steward shall not conduct Union business during the steward's working time, nor shall the steward interfere with the work assignments or working time of other employees. The Union President or designee may attend meetings scheduled by Hospital Administration during normal working hours without the loss of pay.

Section 3. It is understood that nothing in this Article authorizes a Union officer or steward to be absent from his job without prior authorization from the supervisor or department manager of the officer or steward.

Section 4. A non-employee Union staff representative may consult with an employee in the employee's assembly area before the start of or at the completion of the employee's shift. The Union staff representative may be permitted access to an employee's work area only upon the prior authorization of the Chief Executive Officer or his designee; provided, however, that such access shall not interfere with the working time or work assignments of any employee. A Union staff representative may also enter the Hospital for the purpose of scheduled meetings with Hospital management. Except as specifically provided herein, the Union staff representative shall be subject to the Hospital regulations applicable to non-employees.

Section 5. The Hospital will make a good faith effort to provide a meeting location at the Hospital for Union membership meetings between the hours of 4:00 p.m. to 10:00 p.m., not

to exceed two meetings per month, provided that the Union's request shall not be submitted more than seven (7) days in advance of the requested meeting date.

Section 6. The Hospital may grant unpaid leave, subject to the approval of the Department Manager based upon operational needs, to the President, Vice-President, Secretary and Treasurer for the purpose of attending union functions. The request for such leave shall be made to the Department Manager and to the Director of Human Resources no less than fourteen (14) days prior to the commencement date of the proposed leave.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure is to be used to effect changes in the Articles of this Agreement.

Section 2. In order for an alleged grievance to receive consideration under this procedure, the grievant must identify and process the alleged grievance as outlined in Step 1, below, within fourteen (14) days of the date on which the event(s) giving rise to the grievance occurred.

It is not intended that the grievance procedure should eliminate informal discussions between employees and their work unit manager for resolution of complaints or problems before they reach the formal grievance procedure. Any formal grievance that is not first discussed by the employee with the work unit manager shall not be considered and shall be returned to the employee for such discussion. However, if the employee and work unit manager are unable to informally resolve a grievance the employee may file a formal grievance in the following manner:

Step 1: The employee must file a written grievance (the "grievance") with the Human Resources Director within the fourteen (14) day time limit specified in the first paragraph of Section 2. The work unit manager shall investigate the matter and the Human Resources Director shall respond to the employee in writing within fourteen (14) days.

Step 2: If the grievance has not been settled at Step 1, it must be presented by the employee and/or a Union steward, to the Chief Executive Officer within ten (10) days after receipt of the Step 1 response of the Department Manager. The Chief Executive Officer shall investigate the matter and schedule a meeting with the Union steward and the employee. Within ten (10) days following receipt of the grievance, the Chief Executive Officer shall respond in writing to the employee and Union steward.

Step 3: If the aggrieved employee is not satisfied with the written decision at Step 2, within fourteen (14) days of receipt of the Step 2 response the grievance must be presented to the Chair of the Personnel Committee. The Personnel Committee shall render a written decision within thirty (30) days after receipt of the grievance.

Step 4: If the grievance remains unresolved after exhausting the aforementioned steps, the Union shall have the right to submit the grievance to arbitration. Written notice of the Union's intent to proceed to arbitration shall be filed with the Human Resources Director within fourteen (14) days following the answer given at Step 3. If such notice is not timely given, the grievance shall be barred from arbitration and shall be resolved on the basis of the Step 3 answer.

Section 3. Representatives of the Union and the Hospital shall schedule a meeting to be held within fourteen (14) days after the receipt of the notice to arbitrate to begin the selection procedures outlined below.

a. The parties shall attempt to jointly develop a submission agreement outlining the specific issue(s) to be resolved by the arbitrator.

b. The Union and the Hospital shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit an Ohio panel of seven (7) qualified arbitrators. The parties shall then select an arbitrator from such panel by alternately striking one (1) name from the list of arbitrators until only one (1) name remains. The first strike shall be determined by a coin toss. Either party may reject the list of arbitrators and request a new list prior to beginning the alternate strike selection process.

c. The Union or the Hospital may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

d. The arbitrator shall have no authority to add to, detract from, or otherwise modify or amend this Agreement in determining his award or to rule on any matter involving the exercise of management's rights except as such rights have been expressly modified by a specific provision of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue(s).

e. All matters of the arbitration will be conducted in accordance with the existing standards of the American Arbitration Association, unless otherwise agreed to by the parties.

f. The question of arbitrability of a grievance may be raised by either party at or before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In this event, the first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable under this Article, the grievance will be heard on its merits by the arbitrator.

g. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Hospital. The arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and oral argument or submission of post-hearing briefs, whichever is later.

h. The fees, costs and expenses of the arbitrator shall be shared equally by the Hospital and the Union.

i. The fees, costs and expenses of any witnesses shall be borne by the party calling them.

Section 4. All grievances must be processed at the proper steps in a timely manner in order to be considered at any subsequent step. All grievances must contain the following information to be considered and must be filed using the grievance form jointly developed by the Hospital and the Union:

1. Grievied employee's name and signature;
2. Grievied employee's classification;
3. Date grievance was verbally discussed;
4. Date grievance was filed in writing at Step 1;
5. Date, time and location where grievance occurred;
6. A description of the incident(s) or action(s) giving rise to the grievance;
7. The specific articles and sections of the Agreement alleged to have been violated; and
8. The desired remedy to resolve the grievance.

Section 5. Any grievance not timely presented at Step 1 or not timely appealed to Step 2, 3 or 4, respectively, shall not be considered further. A grievance not timely presented at Step 1 will be considered to have never existed. A grievance not timely appealed to Step 2, 3 or 4 shall be considered resolved based upon the Hospital's last answer. If the Hospital's answer is not timely presented, the employee may present the grievance to the next step.

Section 6. At each Step of the grievance procedure the original grievance (or a copy thereof) shall be presented to the Hospital's representative along with any accompanying data and answers given at any previous Step(s) of the procedure. The Hospital representative shall date the grievance upon receipt and shall return the original grievance, accompanying data and previous grievance answers to the grievant with his answer attached.

Section 7. The Union or an employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any Step to lapse without further appeal.

Section 8. Time limits may be extended by mutual consent of the parties in writing. Steps of the grievance procedure may be waived by mutual consent of the parties in writing.

Section 9. A grievance may be brought by any employee. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. However, each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 10. When an employee covered by this Agreement elects to represent himself in the grievance process, the employee shall present a written statement to the Hospital and the Union President expressing his intent to represent himself. The Hospital will advise the Union of any grievance hearings and the answer(s) to the grievance at each Step. No settlement shall be in conflict with any provisions of this Agreement.

Section 11. Stewards selected by the Union to act as grievance representatives shall be certified in writing to the Human Resources Director by the Union. No employee shall be recognized by the Hospital to act as a grievance representative until the Union has presented to the Human Resources Director written certification of that steward's selection.

Section 12. The investigation, writing and processing of grievances shall be conducted during an employee's and/or steward's non-working hours. If a grievance meeting is scheduled by the Hospital during an employee's and/or steward's regular working hours, the employee and/or steward shall not suffer any loss in his regular pay while attending such meeting; provided, however, that none of the duties described in this article shall be performed or conducted by an employee or steward on overtime hours.

ARTICLE 9

INTRODUCTORY PERIOD

Section 1. All new employees shall be on an introductory period for one hundred twenty (120) days from the date of hire. At any time during or at the end of the introductory period, the Hospital may terminate a new employee and such termination shall not be subject to the provisions of Article 8, Grievance Procedure. During the introductory period, an employee shall have no seniority or other rights under this Agreement except as otherwise specifically designated. At the end of the introductory period, if the Hospital decides to retain the employee in the Hospital's employ, the new employee's hospital and classification seniority shall be established based upon his date of hire and the employee shall be entitled to all other rights under this Agreement.

Section 2. After thirty (30) days of employment, introductory employees shall be eligible for holiday benefits. Introductory employees shall accumulate vacation and sick leave benefits in accordance with the provisions of this Agreement.

Section 3. It is the Hospital's policy to require each new employee to complete an orientation program. During orientation, a new employee will be instructed on the performance of the duties of his job classification and may work with and assist qualified employees in the department/unit to which he is assigned.

Section 4. During the introductory period, the Hospital shall have the right to assign a new employee to any department/unit within his/her job classification, shift and/or work schedule which it deems necessary in order to provide the employee with the necessary orientation in the most efficient manner.

Section 5. The determination of and/or changes in the content or operation of the Hospital's orientation program is solely the right and responsibility of the Hospital, and neither the existing content or operation of the orientation program, nor any changes made therein, shall be subject to negotiation with the Union or the provisions of Article 8, Grievance Procedure. The Union may provide a packet of Union-related information relevant to the bargaining unit that the Hospital will make available to employees during the orientation program.

Section 6. The Director of Human Resources will provide the Local President with the names and positions of new members of the bargaining unit on the first of each month.

ARTICLE 10 SENIORITY

Section 1. Hospital seniority is defined as an employee's length of continuous service with the Hospital from the employee's most recent date of employment.

Section 2. Hospital seniority shall be broken when an employee:

- a. Quits, resigns, retires or is discharged;
- b. Exceeds an approved leave of absence contrary to the terms of this Agreement;
- c. Is absent for three (3) consecutive working days without notifying the Department Manager, unless proper cause is shown;
- d. Fails to report for work after layoff within fourteen (14) calendar days after the mailing of notice to report to work, unless proper cause is shown;
- e. Is laid off for more than one (1) year.

Section 3. The Hospital shall prepare a seniority list of full-time employees, and a separate seniority list of part-time employees, showing the Hospital seniority of each bargaining unit employee. Such lists shall be maintained in the Human Resources Department and will be revised by the Hospital every six months. An employee who believes that his Hospital seniority is incorrect must object in writing to the Human Resources Department within four (4) weeks after the seniority list is posted. Otherwise, the employee shall be bound by the Hospital seniority date on the list and shall not thereafter be permitted to challenge the seniority until the next revision is made.

Section 4. A new employee shall be added to the appropriate seniority list upon satisfactory completion of his introductory period, as provided in Section 1, Article 9.

ARTICLE 11 LAYOFFS

Section 1. Should the Hospital determine that a reduction in the work force is necessary as a result of a lack of funds, lack of work, job abolishment, a reorganization, or any combination thereof, layoffs shall be made from among the personnel in the affected classification(s) based upon inverse Hospital seniority, beginning first with part-time status employees, and then proceeding to full-time status employees. Prior to laying off any full-time employees in the affected classification(s), all temporary, seasonal, then part-time employees in the affected classification(s) must be laid off, provided that in such case the remaining employees shall have the skill, ability, and qualifications to perform the work required satisfactorily and efficiently, and provided further that the employees who remain shall be required to work as scheduled by the Hospital so that the Hospital's staffing patterns and needs, as determined solely by the Hospital, shall be fully met. Employees laid off under this section shall be given at least five (5) days' notice of such layoff. Ohio Council 8 shall be notified of the layoff prior to the notice given to the employee(s). Employees who do not desire to work a schedule other than their regular schedule, or who wish to volunteer for layoff, during a reduction in force shall so indicate to the Hospital in writing. Such employees may be laid off during a reduction in force, notwithstanding their Hospital seniority, prior to the rescheduling of other employees in their classification and employment status (i.e., part-time or full-time), pursuant to this Section. In the event an employee is laid off, the employee may receive payment for earned but unused vacation.

Section 2. With approval of the employee, the Hospital may transfer the employee to a different job in the same or lower paid classification. This provision shall not apply to a disciplinary transfer decision. Employee(s) accepting a transfer per this section do not lose their recall rights per Section 3 below.

Section 3. Recalls from layoff effected under Section 1 shall be in the order of Hospital seniority subject to employment status (i.e., part-time or full-time). An employee will be recalled to a position for which he is qualified within his status and classification. An employee being recalled to work after layoff shall be notified by the Hospital by certified mail, return receipt requested, sent to each employee's last known address as shown on the Hospital's personnel records. It shall be the responsibility of each employee to keep the Hospital's Human Resources Department informed of his current correct address and telephone number. The employee shall have five (5) days from the mailing of such notice within which to notify the Hospital of his intent to return to work, and fourteen (14) days from the mailing of said notice within which to report to work unless proper cause is shown, in which case the Hospital may grant an employee an additional fourteen (14) day period to report to work. An employee who elects not to accept a position in his classification offered by the Hospital shall be immediately and permanently removed from the recall list. An employee on layoff shall maintain his recall rights for a period of one (1) year from the date of layoff.

ARTICLE 12 VACANCIES

Section 1. For purposes of this section, a vacancy shall be defined as a permanent opening in a position which the Hospital has determined to be necessary and which the Hospital intends to fill in a bargaining unit classification. The Hospital reserves the right to abolish positions, create new positions, or modify vacated/empty positions prior to posting a vacancy, in order to meet the needs of the Hospital.

When a vacancy is declared by the Hospital, the Hospital shall post a notice of the vacancy in appropriate Mercer Health locations. A copy of each notice of vacancy shall be placed in the Local President's mail box. The notice shall state the classification, the department/unit, the shift on which the vacancy exists, the qualifications required, rate of pay, whether the position is full-time or part-time, the number of hours per week assigned to the position, and a brief description of the work to be performed. Such notice shall remain posted for ten (10) days. All employees shall be eligible to bid on any posted vacancy except those who are, on the day of the posting, in one of the following categories:

- a. Introductory employees;
- b. Employees who, within the previous six (6) months, have received one (1) job award pursuant to this Section; and
- c. Employees who, within the previous three (3) months, have declined a job after having been awarded a job in the same classification as the posted vacancy.
- d. Employees who within the previous twelve (12) months have received a Level 3 Employee Disciplinary Action.

The provisions of Subpart (b) shall not apply when an employee bids on a posted vacancy in a classification that has a higher base hourly rate of pay than the employee's current classification, or when a part-time employee bids on a full-time vacancy.

All employees who wish to be considered for the vacancy shall so indicate in writing to the Human Resources Department by the end of the posting period using the Posted Position Form. The Hospital will post on the employee bulletin board which employee was awarded the vacancy within five (5) days of the award.

All valid applications filed within the posted time limit shall be reviewed by the Department Manager, and the job awarded on the basis of skill, ability, experience, and qualifications, including previous attendance and tardiness records within the previous 24 months, to perform the work in question. Should the skill, ability, experience and qualifications of two (2) or more applicants be equal, Hospital seniority shall govern. In awarding a posted job, the department manager shall first apply the foregoing criteria to valid applications received from employees in the department in which the vacancy is located. If no such applications are received, or none of the applicants is qualified, said criteria shall then be applied to all other valid applications received. If no applications are received, or if none of the applicants is

qualified, the vacancy may be filled by hiring or by transferring a qualified employee into the position.

The employee awarded the vacancy shall be allowed a reasonable trial period, as determined by the Hospital, of up to ninety (90) days, in which to demonstrate his qualifications for the position. The employee's performance shall be reviewed by the immediate supervisor or Department Manager, as applicable. An employee awarded a vacancy in another department will be transferred to the new department within a reasonable time frame as determined by Hospital management. The amount of time the employee will be retained in his/her current position will normally not exceed twenty-eight (28) calendar days from the date the employee is notified by the Human Resources department of acceptance to the new department. This time period may exceed this number, depending on the critical need of continuing to staff the vacated position. Hospital management will inform the Union in writing if the 28-day period will be exceeded.

In the event that Hospital management determines that the transferred employee is not meeting expectations in his/her new position, the Hospital will inform the employee of the unsatisfactory performance. The employee may apply to transfer to any vacant position in the bargaining unit for which the employee is qualified. This application and transfer must take place within the 90 days of the employee's assignment in the position to which the employee has transferred. If no appropriate vacancy exists or if the employee is not selected for a vacancy, the employee shall be laid off and placed on the recall list and be entitled to recall in accordance with Article XI, Section 3.

Section 2. The Hospital may temporarily transfer employees for a period not to exceed thirty (30) consecutive calendar days, unless the employee agrees to a longer period of time, from one department/unit to another or from one shift to another in cases of emergency to fill the position of an employee who is absent or on sick or other approved leave of absence, to provide vacation relief scheduling, or to fill a vacancy temporarily pending permanent filling of such vacancy in accordance with Section 1 of this Article.

ARTICLE 13 WORK RULES

Section 1. The Union recognizes the Hospital's right to promulgate work rules, safety rules, policies, procedures and directives in order to regulate the conduct of employees and the conduct of the Hospital's services and programs.

Section 2. The Union and employees shall be notified of any amendments to existing work rules, safety rules, policies, procedures, or directives affecting bargaining unit employees. Except as provided in Section 3 of this Article, or as otherwise required by federal or state law or regulation, the Hospital shall provide a copy of such notice to the Union's Regional Director and to the Local President seven (7) days prior to implementation. Employees may be required to sign an acknowledgment indicating their awareness of such amendments and/or their receipt of a copy of the amendment.

Section 3. The notification/acknowledgment requirements for work rules and safety rules do not limit the right of the Hospital to immediately implement a work rule or safety rule if necessary for the safe and efficient operation of the Hospital.

Section 4. The Hospital shall not adopt any work rule, safety rule, policy, procedure or directive which is in violation of any provision of this Agreement.

Section 5. All bargaining unit employees will be provided with a copy of the Hospital's Employee Handbook.

ARTICLE 14 DISCIPLINE

Section 1. The Hospital shall have the right to discipline, suspend, demote or discharge an employee for just cause.

Section 2. In the case of discipline which may involve a suspension, demotion or discharge, a pre-disciplinary hearing shall be conducted by the Chief Executive Officer or his designee. The employee shall receive written notice of the charges, a brief factual specification of the basis of the charges, and notice of the hearing date, location and time. A copy of this notice shall be provided to the Union. The date and time of the pre-disciplinary conference may be extended by mutual agreement of the Hospital and the Union. The employee may be represented by a Union officer or steward at the hearing and may present written statements of witnesses or other documents in response to the charges and factual specifications. If the circumstances so warrant, an employee may be temporarily suspended from work without pay pending the preparation and service of written charges and specifications and/or the scheduled disciplinary hearing.

Section 3. When the Hospital gives an employee a written disciplinary action notice, the employee, if present, shall receive a copy of the disciplinary action notice and shall be required to sign a copy of the disciplinary action notice acknowledging receipt thereof. The Hospital shall provide a copy of such notice to the Union's Regional Director and to the Local President.

Section 4. The Hospital recognizes the right of an employee to appeal a suspension, demotion, discharge, or other disciplinary action through the provisions of Article 8, Grievance Procedure.

Section 5. For purposes of this Article, a demotion means a reduction in an employee's hourly rate of pay, or removal of job duties or authority from the employee, as a result of misconduct or unsatisfactory job performance.

ARTICLE 15
RESIGNATION FROM EMPLOYMENT

Section 1. Any employee who resigns shall give the Hospital two (2) weeks written notice addressed to the employee's Department Manager. If two (2) weeks' notice of resignation is not given, the employee automatically forfeits any and all accrued benefits otherwise available pursuant to this Agreement upon resignation.

ARTICLE 16
PERSONNEL FILES

Section 1. An employee may review his/her personnel file periodically and may, at the option of the employee, select a third party to be present during such review. The employee shall be entitled to one (1) copy of any material contained in the file at no expense to the employee. Additional copies of any material shall be at the employee's expense. Anonymous letters or materials shall not be placed or retained in an employee's personnel file.

Section 2. All disciplinary actions, including written reprimands, suspensions, or dismissals, shall be maintained in an employee's personnel file throughout the period of his employment. A disciplinary action may be removed after two(2) years upon the written request of the employee if the Chief Executive Officer approves such request, provided that no additional disciplinary action has been taken against the employee. Denial of an employee's request for removal of a disciplinary action shall be subject to the provisions of Article 8, Grievance Procedure. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel file.

ARTICLE 17
BULLETIN BOARDS

Section 1. A 4' by 4' bulletin board on the south wall of the first floor Employee Entrance shall be designated by the Hospital for the exclusive use of the Union for posting notices of recreational and social events, elections and election results, and general membership meetings.

Section 2. No notice may contain anything critical of the Hospital, the Board of Governors, the administration of the Hospital, or any employee. Any notice not listed in Section 1 must be approved by the Chief Executive Officer or his designee prior to posting. Any notice posted contrary to the provisions of this Article shall be promptly removed by the Union or the Hospital.

Section 3. The Union will have the use of a secure file cabinet.

ARTICLE 18
JOB DESCRIPTIONS

Section 1. If changes are made in job description(s), the Hospital will provide the Union with updates of such job descriptions by placing a copy in the Local President's mailbox within one (1) day after approval of the job description(s) by the Chief Executive Officer or designee.

Section 2. The Hospital agrees to discuss with the Union substantial modifications in existing job descriptions or creation of job descriptions for new job classifications (i.e., job classifications not listed in Article 1, Section 3) and negotiate the rates of pay for substantially modified or new job classifications. A "substantial modification" means a change in duties, responsibilities, or minimum qualifications which fundamentally alters the nature of the job classification with regard to the duties performed, responsibilities, or the minimum qualifications required to qualify to perform the job.

Section 3. In the event that a new position is created by the Hospital, the Hospital shall determine whether the position will be included or excluded from the bargaining unit. If the Union disputes the Hospital's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) days from the Union's notification to the Hospital. If the parties agree on the determination, it shall be implemented as agreed by the parties and a petition for amendment of certification shall be jointly submitted to State Employment Relations Board. If the parties do not agree, the position shall be subject to challenge by the union to the State Employment Relations Board.

ARTICLE 19
SAFETY

Section 1. It is the responsibility of the Hospital to provide safe working conditions, tools, equipment, and working methods for employees, and to ensure that all safety rules and good working methods are used by employees.

Section 2. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods. Employees are responsible for the proper use and care of the equipment, tools and vehicles provided by the Hospital and for immediately reporting unsafe working conditions or equipment to the appropriate supervisor.

Section 3. The Union shall be permitted one (1) representative on the Hospital's Safety Committee, such representative to be selected by the Union. In the event the Union's safety representative is unable to attend, then an alternative Union representative may attend.

ARTICLE 20
HOSPITAL CONVENIENCE DAYS

Section 1. For the purpose of this Agreement, hospital convenience days shall be referred to as "H.C. days" or "H.C. time." This Section shall in no way be construed as applying to lay-offs as specified in Article 11.

Section 2. Staffing levels for each classification on each shift shall be reviewed and established on a daily basis by the Department Manager for each department. Accordingly, H.C. days will be used as a means of temporarily reducing staff while still providing that the remaining employees have the skill, ability and experience to perform the remaining work satisfactorily and efficiently. The remaining employees shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Therefore, H.C. time on each shift will be rotated among all of the employees on the shift in the affected classification(s) on the basis of inverse order of Hospital seniority, to the extent such rotation permits the Hospital to fully meet its needs as specified in this section. If an employee is assigned H.C. time out of sequence with the seniority list, such employee will be passed over the next time the employee would be selected for H.C. time. Any subsequent failure to follow the seniority provision in a calendar year will result in the affected employee receiving lost wages for the failure. If an employee reports to work, works four (4) hours or less, and is sent home on H.C. time, this time will be considered to constitute the employee's turn on the H.C. time rotation schedule.

Section 3. Employees shall accrue sick leave and vacation leave credits during H.C. time not to exceed a maximum of eighty (80) hours of accrual in a pay period.

Section 4. If an employee wants to take a day off as an H.C. day, the employee may contact the supervisor, unit manager or Department Manager who is responsible for scheduling, prior to the shift change. Provided patient load warrants it, and provided that the Hospital's staffing needs are fully met as described in Section 2, the employee will be given the day as an H.C. day on a first-come, first-served basis.

ARTICLE 21
LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established which shall meet semi-annually, or more frequently if mutually agreed to, to discuss matters of mutual interest of Management and the employees covered by this Agreement. The Labor-Management Committee shall consist of no more than four (4) members appointed by the Union, and four (4) members appointed by the Employer. An agenda shall accompany the request for the meeting and the meeting shall be scheduled at a time and place mutually agreed upon. It is understood by the parties that grievances are not a proper subject for discussion in Labor-Management meetings.

ARTICLE 22 SUPERSENIORITY

The Union President, Vice-President and Chief Steward shall be given super classification seniority with respect to layoffs only. These officers shall be retained at the time of layoff so long as there is classification work to be performed in their unit. If no classification work exists in the unit, they shall be assigned to another position within their classification in the Hospital. If there is no classification work to be performed, they shall be laid off in accordance with the provisions of Article 11.

ARTICLE 23 HOURS OF WORK

Section 1. The normal work schedule for full-time employees shall consist of not less than sixty-four (64) hours of work performed during a fourteen (14) day period, which shall commence every other Saturday at midnight. The fourteen day period constitutes a "pay period." The work week shall consist of seven (7) consecutive days, commencing every Saturday at midnight. Nothing contained in this Article or this Agreement shall be construed as a guarantee of any hours of work per day, per work week, or per pay period for any employee.

Section 2. Except as otherwise provided in this Agreement, the scheduling and assignment of work, including shift times, overtime, weekend rotation and holiday rotation, is the responsibility of the Hospital. Except as otherwise provided in this Agreement, the Hospital will rotate weekend and holiday duty fairly and equitably among all employees within a department/unit classification and shift.

Section 3. Except for work schedules which remain constant each week, work schedules including shifts, units, and days to be worked, shall be posted at least ten (10) days in advance. The work schedule(s) that includes the Christmas and New Year holidays shall be posted twenty (20) days in advance of the first day of that specific schedule. Except as provided in Section 7 of this Article, the Hospital shall have the right to change these schedules as required by the needs of patient care, patient census, or the unavailability of adequate numbers of qualified personnel on a straight time basis on a particular shift, unit or day, but will notify affected personnel of such changes without undue delay. Such changes will be made on a fair and equitable basis, and shall be rotated within a classification based on Hospital seniority. The Hospital may require an employee to work overtime.

Extra shifts in a work unit that do not result in premium pay will be awarded on seniority and will be offered first to regular staff assigned to the job classification (e.g., Nutrition Services Aide), second to other bargaining unit personnel in the work unit who are qualified to perform the job based on their current work skills and ability, and third to casual staff. In the event that the extra shifts cannot be covered on a voluntary basis, then extra shifts will be assigned on a fair and equitable rotation basis. No blending of permanent positions will occur from the temporary transfer opportunity.

Employees shall be permitted to exchange work schedules with the prior approval of the Hospital, provided that both employees are qualified to perform the work required, and that no overtime work will be involved.

Section 4. All employees scheduled to work an eight and one-half (8-1/2) hour shift will be allowed a thirty (30) minute meal period without pay during a work shift. In the event that an employee cannot leave his work station due to a work emergency or the unavailability of qualified relief personnel, the employee may be paid overtime for that period if it results in the employee working in excess of the overtime policy as prescribed in Article 27, provided the supervisor is notified of the situation and approves the work.

Section 5. Employees will be permitted two (2) separate fifteen (15) minute break periods during each shift of six and one-half (6 1/2) or more hours. Such breaks shall not be taken consecutively nor may a break be taken in connection with a meal period. An employee working a shift of less than six and one-half (6 1/2) hours will be granted one (1) fifteen minute break.

Section 6. Meal periods and break periods will be scheduled so as to provide adequate coverage of all department/units at all times, provided, however, that break periods will not be scheduled at the beginning or end of any shift of work, or immediately before or after the meal period.

Section 7. The Hospital shall staff the various departments/units and shifts in such a manner that employees will be scheduled off duty every other weekend except as otherwise provided in this Agreement. Should an employee fail to work on two (2) or more scheduled weekend shifts for any reason other than being on a scheduled vacation, the employee may be rescheduled to work on a subsequent weekend at the discretion of the immediate supervisor or department manager. No weekend shall be scheduled which occurs within an approved vacation period. An employee will be covered for only one (1) weekend per year. An employee who works a schedule that requires the employee to work every other weekend and who has completed twenty (20) years or more of service with the Hospital shall be entitled to be covered for two (2) weekends within a twelve (12) month period, provided, however, that only one weekend may be covered between May 15 and September 15. A manager may agree to an employee's request for coverage for a single weekend shift, subject to the foregoing time constraints, not more than two times in a 12-month period. Any subsequent weekends will require said employee to find his own replacement who is qualified to perform his or her duties.

Section 8. The term "weekend" as used herein shall mean the six (6) consecutive shifts ending with the Sunday evening shift. The specific evening and night shift hours may vary depending on the department. An employee working a weekend may be scheduled to work two (2) of the six (6) weekend shifts, but no employee shall be regularly scheduled for two (2) consecutive shifts on a weekend, unless mutually agreed upon by the employee and the Hospital.

Section 9. When an employee is required to work more than two (2) weekend shifts in a two (2) week pay period, such employee shall be paid at time and one-half for the extra shift(s) so worked. If such extra weekend shift(s) would have otherwise been compensable at time and one-half, the employee shall also receive an incentive payment of \$25.00 for each such extra four

hours worked by the employee as follows: \$25.00 for 4:00 hours to 7:59; \$50.00 for 8:00 hours to 11:59; \$75.00 for 12:00 hours to 15:59; \$100.00 for 16:00 hours or more. Such hours must be worked consecutively to qualify for incentive payment. However, this overtime and incentive payment shall not be paid to those part-time employees who are hired for the purpose of working varied hours and weekends, nor to those employees who are working a subsequent weekend as provided in Section 7 of this Article. Trades cannot be construed as extra weekend shifts and will not be compensated as such.

Section 10. Employees who are scheduled to be on stand-by or on-call shall be paid as follows: The time frame to accumulate on-call hours is April 1 through March 31.

ON CALL HOURS	8-HOUR SHIFT RATE
1-499	\$18.00
500-999	\$20.00
1000-1499	\$22.00
1500+	\$24.00

Should a stand-by or on-call shift be other than eight (8) hours in length, said pay shall be prorated accordingly.

Section 11. Employees on stand-by or on-call status who are called back to the Hospital shall be guaranteed one and one-half (1.5) hour of work for each call back.

Section 12. Employees shall annually update their employee agreement on their classification annual review as to the number of hours per week that they commit to work. If the Hospital consents, an employee may amend this hourly commitment six (6) months after the date of the classification annual review. The Hospital has the right to alter an employee's work days, and shift, in cases of emergency and in the interest of patient care, except as otherwise limited by a specific provision of the Agreement.

Section 13. An employee not regularly scheduled to work nor on stand-by who is called in to work with less than twenty-four (24) hours' notice shall be paid at time and one-half for all hours worked, but shall be guaranteed a minimum of four (4) hours. An employee scheduled to work or on call, who is called in to work early (i.e., immediately prior to the employee's regular shift) will be paid overtime only for those hours not regularly scheduled. There shall be no pyramiding of overtime under any provision of this Agreement.

Section 14. If the number of hours an employee works consistently exceeds the number of hours assigned to the position for a period of ninety (90) days, the Hospital shall temporarily reassign the number of hours assigned to the position upon request of the employee; provided, however, that no position shall be assigned more than eighty (80) hours in a pay period.

Section 15. Any permanent change that results in the reduction of an employee's FTE-assigned work hours will be forwarded in writing to the Union President by the Human Resources Department within five (5) days of said change.

ARTICLE 24 HOLIDAYS

Section 1.

a. All full-time employees who have completed one month of continuous service shall be eligible for holiday pay.

b. Full-time employees shall receive seven (7) eight (8) hour paid holidays per calendar year. The designated holidays are the six (6) days indicated below in Section 2 along with the Birthday Holiday. The Hospital shall have the right to require an employee to work on any holiday. A full-time employee who works four (4) or more consecutive hours during a defined holiday time period will be paid one and one-half (1 1/2) times his hourly rate of pay plus holiday pay for all hours worked up to eight (8) hours and two and one-half (2 1/2) times his hourly rate of pay for all hours worked over eight (8) hours. A full-time employee who works less than four (4) hours in the defined holiday period will be paid holiday pay plus straight time for all hours worked during the defined holiday time periods described below. All holidays will be fairly and equally rotated between all employees in the department.

Section 2. Recognized Holidays and the Defined Holiday Time Periods for Full-Time Employees:

a. New Year's (from beginning of evening shift of December 31 to beginning of night shift of January 2).

b. Memorial Day (from the beginning of the night shift on the day prior to Memorial Day to the end of the evening shift that began on Memorial Day).

c. Independence Day (from the beginning of the night shift on July 3 to the end of the evening shift that began on July 4).

d. Labor Day (from the beginning of the night shift on the day prior to Labor Day to the end of the evening shift that began on Labor Day).

e. Thanksgiving Day (from the beginning of the night shift on the day prior to Thanksgiving Day to the end of the evening shift that began on Thanksgiving Day).

f. Christmas (from beginning of evening shift of December 24 through beginning of night shift of December 26.)

Section 3. Birthday Holiday: A full-time employee will receive one (1) eight (8) hour day off of work on the day requested by the employee and approved by the department director.

The birthday holiday will be scheduled in either the same pay period or the following pay period of the actual birthday.

Section 4. Easter Sunday – is not a designated holiday. However, a full-time employee who works four (4) or more hours on Easter Sunday will be paid at double time the normal hourly rate for all hours worked from the beginning of the night shift on the day prior to Easter Sunday to the end of the evening shift that began on Easter Sunday.

Section 5. Normally a recognized holiday shall be observed on the calendar day on which it falls, as specified by the federal government; however, at times it may be necessary for the Hospital to designate another calendar day as the Hospital-observed holiday.

Section 6. In order to qualify for holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday. Employees on paid vacation leave shall be considered as working their regular schedule for holiday pay purposes. Employees on paid sick leave shall be paid holiday pay if a doctor's certification is provided covering the employee's absence on the first scheduled day before and first scheduled day of work after a holiday, except for those employees on extended leave who will not qualify for holiday pay. Employees on approved funeral leave the day prior to, the day of, or the day following the holiday shall not be disqualified from holiday pay.

Section 7. If a recognized holiday listed in Section 2 falls within an eligible full-time employee's vacation, the employee shall receive holiday pay for the holiday and will not be charged with a day of vacation for the holiday.

Section 8. Holiday pay is not cumulative and shall not be paid upon termination.

Section 9. For purposes of this Article, a day of holiday shall consist of a regular shift, at the employee's hourly rate. The rate of pay shall be determined as of the pay period in which the holiday falls.

Section 10. A part-time employee, after completing one month of continuous service, who works four (4) or more hours shall be paid at double time the applicable hourly rate for hours worked during the six (6) defined holiday time periods described above (New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas). In addition, compensation at double time the applicable hourly rate will be paid to a part-time employee who works four (4) or more hours on Easter Sunday as defined above.

ARTICLE 25 VACATION

Section 1. A day of vacation shall normally consist of eight (8) consecutive hours; however, an employee may request vacation for a minimum of one (1) hour subject to prior approval of the Department Manager. Vacation pay shall be based on the employee's hourly rate determined as of the last complete pay period immediately prior to the taking of the vacation.

Section 2. Vacations may be scheduled at any time after an employee has worked for the Hospital for six (6) months.

Section 3. Vacation shall be earned according to the following vacation accrual schedule for all regular paid hours. No vacation shall be earned or accrued for any hours worked which are compensated at any rate other than the employee's regular hourly rate.

<u>HOURLY ACCUMULATION RATE</u>	<u>TIME ON THE JOB</u>	<u>MAXIMUM FULL-TIME VACATION ACCRUAL</u>
.038460	0 through 5 years	10 days
.042308	6 through 7 years	11 days
.046154	7 through 8 years	12 days
.050000	8 through 9 years	13 days
.053846	9 through 10 years	14 days
.057692	10 through 11 years	15 days
.061538	11 through 12 years	16 days
.065385	12 through 13 years	17 days
.069231	13 through 14 years	18 days
.073077	14 through 15 years	19 days
.076923	15 years and above	20 days

Section 4. Vacations may be scheduled for any time during the year with the prior approval of the supervisor or department manager. The department manager will approve or deny the vacation request, and so advise the employee, within fourteen (14) days of receipt of the vacation request.

The department manager shall schedule vacations on a first-come, first-served basis if there are scheduling conflicts. Hospital seniority will also be used if first-come, first served will not resolve the conflict.

After vacations are scheduled, they may be changed only under extenuating circumstances and only with the permission of the department manager.

Section 5. No payment will be made in lieu of paid vacation leave without the approval of the Chief Executive Officer or his designee. If such payment is approved it will be paid at the employee's hourly rate of pay as of the date of approval.

Section 6. In computing "time on the job" for purposes of Section 3, a leave of absence shall not be counted. Re-employed personnel will assume the status of a new employee (i.e., 0 through 5 years) for the calculation of vacation accrual. Pay advances for accrued vacation will not be granted by the Hospital.

Section 7. An employee may not accrue more than two hundred forty (240) hours of vacation. This maximum shall not apply to employees who, as of the date of the ratification of this contract, have accrued credit for more than two hundred forty (240) unused hours of vacation. In such case, the employee's accrual shall be capped at the number of vacation hours

accrued as of the contract ratification date. Vacation time accrued beyond the employee's maximum shall be forfeited if not used prior to the end of the Hospital's fiscal year, except where the employee has been denied the opportunity to take requested vacation time off due to operational needs of the Hospital. If so denied, these hours shall not be forfeited.

Section 8. Upon separation from employment, an employee who resigns in good standing as provided in Article 15 shall be entitled to a lump sum payment for all accrued but unused vacation time to his credit at the employee's hourly rate of pay determined as of the last complete pay period immediately prior to the effective date of resignation.

ARTICLE 26

LEAVES OF ABSENCE

Section 1. Funeral Leave. Employees will be allowed funeral leave in the case of the death of a member of an employee's immediate family (*i.e.*, mother, father, or current step-parent, brother, sister, son, daughter, husband, wife, legal guardian, grandparent, grandchild, immediate in-laws, step-child residing with employee). Full-time employees will be paid for three (3) scheduled work days and part-time employees two (2) scheduled work days from the day of the death to the day after the funeral. In the case of the death of a great-grandparent or grandparent in-law, funeral leave is limited to one (1) scheduled work day for full-time and part-time employees. Employees will be paid at their hourly rate of pay for such absences. An employee who is on approved Family and Medical Leave Act (FMLA) leave to care for the employee's spouse, son, daughter or parent shall be granted funeral leave in accordance with this Section if the death of such spouse, son, daughter or parent occurs during the approved FMLA leave.

If additional time is necessary for an employee to attend or make funeral arrangements, or attend to other family death-related matters, for a family member defined in the above paragraph, time off without pay may be granted by the Department director. Available vacation and/or personal days may also be granted with Department director approval.

Section 2. Personal Leave Days. All full-time employees may receive two (2) eight (8) hour personal days per calendar year. All part-time employees may receive one (1) eight (8) hour personal day per calendar year. All full-time and part-time employees with ten (10) or more but less than twenty-five (25) years of service may receive one (1) additional eight (8) hour personal day per calendar year. All full-time and part-time employees with twenty-five (25) years or more of Hospital service may receive two (2) additional eight (8) hour personal days per calendar year. Personal days may be used for any reason the employee desires (e.g., medical appointments, personal business or an extra day to go shopping). Employees will be paid at their hourly rate of pay for personal leave days. Personal days are not cumulative and may not be carried over beyond the calendar year.

The personal leave hours will be deducted from the employee's accumulated sick time balance and cannot exceed the sick leave balance. Personal days must be requested at least three (3) days in advance of taking the time off. A personal leave request made not less than three (3) days in advance of the requested day off shall be approved unless a suitable replacement for the

employee cannot be obtained by the Department. A personal leave request made less than three (3) days in advance of the requested day off may be granted or denied at the sole discretion of the requesting employee's Department director. In such case it shall be the responsibility of the employee to find a suitable replacement. The payroll officer will maintain the records of personal days used by each employee through payroll records so that this benefit is not exceeded. Personal leave may be taken in increments of one (1) hour or more with the prior approval of the Department Manager.

Section 3. Educational Leave. Educational leave without pay may be granted to further the educational process within the health profession. All employees who have completed at least one (1) year of continuous service from their last date of employment may request an educational leave of absence for education in a job-related field which would contribute to their professional advancement. Such leave of absence may be granted by the Hospital at its option. The maximum length of time an employee may be on Educational Leave is twelve (12) months and shall be without pay. An employee is not entitled to benefits or expenses during such leave. Upon completion of the educational leave, the employee may apply to return to active employment status by applying for vacant positions for which the employee is qualified

Section 4. Military Leave. Military leave shall be granted to provide leaves for employees that are required to participate in the military and fulfill their service obligations. Employees called into military service shall be entitled to the benefits accorded to them by applicable laws.

Section 5. Sick Leave. It shall be the policy of the Hospital to provide full-time and part-time employees with a sick leave program for protection from loss of income should they become incapacitated from work by reason of personal illness.

Except as provided in Section 2, sick leave is not to be used for any reason other than bona fide illness of the employee. Abuse or unwarranted use of sick leave may constitute grounds for disciplinary action.

a. Commencing the first full pay period upon completion of the employee's introductory period, sick leave shall be accrued at the rate of .0385 hours of sick time for each paid regular hour worked.

b. The Hospital will provide an employee with a comparable job at the same hourly rate and shift upon returning to work if the employee returns to work within the limits of the employee's accrued sick time, but not to exceed twelve (12) weeks following the last day worked.

c. Sick leave shall be accumulated without limitation by eligible employees.

d. Sick leave shall be paid at the employee's hourly rate of pay. If approved, employees shall receive sick pay beginning with the first work day of absence.

e. To be eligible for sick pay, the employee must report the nature and anticipated extent of illness or injury to the department manager or designee at least two (2) hours prior to the commencement of the employee's scheduled shift unless the onset of the illness or the occurrence of the injury makes it impossible for the employee to do so. The Hospital shall have the right to require a doctor's certificate attesting to the illness or injury as a condition of payment of sick pay. In all cases of absence due to illness or injury, the Hospital may require the employee to undergo examination(s) by a physician selected by the Hospital to determine the employee's fitness to return to duty. The Hospital shall pay the expense of such examination(s).

f. The Hospital shall pay the employer's portion of the health insurance premium for eligible employees who are on sick leave for a period not to exceed six (6) months following the last day worked. Employees shall still be responsible for payroll deductions for their single and family coverage and will be billed monthly by the Human Resources department for missed deductions. Failure to pay the employee portion on a timely basis may result in cancellation of the group health insurance coverage and the offering of COBRA benefits.

Section 6. On termination of employment, an employee who resigns in good standing after having been employed for a minimum of five (5) years is entitled to a maximum termination payment of one hundred sixty (160) hours of accrued sick leave at the employee's hourly rate of pay. An employee who is granted PERS retirement and who has been employed by the Hospital a minimum of ten (10) years is entitled to a maximum termination payment of two hundred forty (240) hours of accrued sick leave at the employee's hourly rate of pay. Payment, if any, shall be made with the employee's terminal paycheck. Payment of sick leave on this basis shall eliminate all sick time accrued by the employee. In the event of the death of an employee, the sick leave termination payment and accrued but unused vacation time to the employee's credit shall be made to the surviving spouse or to the employee's estate.

Section 7. Continuing Employment: The Chief Executive Officer (CEO) may terminate the employment of any employee who, with or without reasonable accommodation, cannot perform the essential function(s) of the employee's job. The Chief Executive Officer may require the employee to be examined by a physician chosen by the Hospital, who shall render a medical opinion and recommendation to the Chief Executive Officer as to the employee's physical or mental condition in light of the employee's job duties. An employee who is subject to termination may submit independent medical opinion(s) and recommendation(s) from the employee's treating physician(s) and/or other healthcare professional(s) for consideration by the CEO. Any misrepresentation or concealment of an employee's physical or mental condition shall be sufficient grounds for discharge.

Upon returning from leave, an employee will be reinstated to his former position unless it has been permanently filled, in which case he shall be assigned to whatever work is available for which he is qualified, if any, at the hourly rate of pay which applies. If no work is available, the employee will be laid off and shall be eligible to return to work in accordance with the recall provisions of Article 11.

No employee granted a sick leave of absence shall accept other employment during the period of such leave. Violation of this provision may result in cancellation of the leave of

absence and termination of employment. Employees who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentation will be subject to cancellation of the leave of absence and discipline, including dismissal, by the Hospital. Failure of an employee to report for employment at the expiration of the approved leave or to timely secure an extension of such leave will result in the termination of the employee by the Hospital.

Section 8. When an employee is summoned to perform jury duty, or is subpoenaed to appear at a judicial or administrative proceeding related to his employment at the Hospital, the employee shall be paid at his hourly rate for any day (not to exceed eight (8) hours) or part of a day spent on jury duty or in the previously defined legal proceedings for which such employee was regularly scheduled to work. Such payment shall be made for up to forty (40) hours per week, less jury pay. To be eligible for pay for jury duty or appearance at the previously defined legal proceeding, an employee, shall if possible notify the Hospital ten (10) days in advance of such time he is required to appear for jury duty or in the previously defined legal proceeding, and shall submit to the Hospital a statement of the Jury Commissioner attesting to such service or the subpoena.

Section 9.

A. The Hospital and the Union recognize and agree that the rights, duties, and obligations of employees and employers conferred by and arising under the Family and Medical Leave Act ("FMLA") shall apply to and be retained by the Hospital and members of the bargaining unit, respectively.

B. Any and all paid and unpaid leave taken by an employee pursuant to a provision of this Agreement which qualifies as FMLA leave shall be so concurrently designated by the Hospital, and such contract leave shall not be supplemental to said FMLA leave.

C. If an employee takes intermittent leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, the employee shall be required to use any unused personal leave days and/or accrued vacation leave days for such intermittent leave; provided, however, that an employee may retain up to forty (40) hours of accrued vacation days.

D. Any employee taking Family Medical Leave due to his/her own medical condition will be required to take, in order, available sick days and personal days as allocated by the employee over the expected duration of the FMLA leave. Once the employee has made his/her allocation, any subsequent changes to the allocation can only be made with the approval of the Human Resources department.

E. Eligibility for and receipt of weekly benefits from the Voluntary Group Disability Insurance Plan has no effect on these contract provisions.

ARTICLE 27
WAGES

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

a. Effective November 3, 2013, each employee's hourly rate shall increase by 2.25% and the hourly rate of each step in the Year 1 Wage Grid (Appendix B) shall increase by 2.25%.

b. Effective November 2, 2014, each employee's hourly rate shall increase by 2.00% and the hourly rate of each step in the Year 2 Wage Grid (Appendix B) shall increase by 2.00%.

c. Effective the first full pay period that includes February 1, 2016, each employee who is employed as of February 1, 2016, shall be paid a lump sum bonus equal to two percent (2%) of his/her total actual hours worked, excluding overtime, during the period from October 1, 2015 through December 31, 2015.

d. Each employee shall remain in the step on the Salary Grid that the employee occupies as of October 31, 2013, for the duration of the Agreement. Any employee hired on and after November 1, 2013, shall remain in the step on the Salary Grid in which the employee is placed upon hire, for the duration of the Agreement.

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

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

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

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

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

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

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

Section 6. The Hospital shall pay a weekend differential of seven percent (7%) of the classification base hourly rate of pay for all hours worked from midnight Friday through midnight Sunday.

Section 7. An employee who is temporarily transferred to a position in a classification that has a higher base hourly rate of pay ("temporary classification") than the employee's current classification shall be paid at the lowest step of the temporary classification that provides the employee an increase in his/her current rate of pay. An employee who is temporarily transferred or who volunteers to be temporarily transferred to a position in a classification with the same or a lower base hourly rate of pay shall continue to be paid his current hourly rate.

Section 8. Sick leave, vacation leave, holiday pay, funeral leave, personal leave, vacation pay in lieu of leave, sick termination, vacation termination, in-service pay and any other paid leave shall be calculated based solely upon the employee's hourly rate of pay, and shall not include shift or week-end differentials or other incentive payments to which the employee may otherwise be entitled for time actually worked.

Section 9. Personal Care Aides shall be reimbursed for mileage at the personal car mileage reimbursement rate established in Article 29, Section 3, subject to the following:

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

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

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

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

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

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

ARTICLE 28 INSURANCE AND PENSION

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

a. An employee must enroll himself in the Plan. The Plan coverage shall remain unchanged, except an employee's dependent who has reached the age of twenty-six (26) but less than age twenty-eight (28) and who has no employer-sponsored medical benefit plan option, and is not eligible for Medicare or Medicaid, may be added to the employee's plan at an additional cost to the employee of two hundred dollars (\$200.00) per month. In order to be eligible for this benefit, the dependent must be unmarried, the natural, adopted, or step-child of the employee, and an Ohio resident or a full-time student at an accredited public or private institution of higher education. An employee who enrolls in the Plan shall pay a monthly portion of the cost of insurance coverage.

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

The full-time employee contribution rate is 15% of the Plan's fully-funded cost for the elected coverage, and the part-time employee contribution is thirty percent (30% of the Plan's fully-funded cost for the elected coverage. The employee contribution rate shall be paid by payroll deduction.

The Hospital pharmacy is available for use by participants who are enrolled in the Plan. Prescriptions filled by the Hospital pharmacy are subject to a \$8.00 co-pay for generic drugs, a \$15.00 co-pay for formulary drugs, and a \$30.00 co-pay for non-formulary drugs. Prescriptions not filled by the Hospital pharmacy are subject to a \$30.00 co-pay for generic drugs, a \$50.00 co-pay for formulary drugs, and a \$100.00 co-pay for non-formulary drugs.

Notwithstanding the previous paragraph, the Hospital maintains an electronic data base of primary and secondary pharmacy coverage for each employee's spouse who has been added to the employee's plan and who has pharmacy coverage through his/her employer's medical benefit plan. Such spouse must utilize his/her employer's pharmacy coverage rather than using the Hospital's pharmacy to fill his/her prescription; provided, however, that if such spouse elects to fill his/her prescription through the Hospital's pharmacy, then such prescription is shall be

subject to a \$20.00 co-pay for generic drugs, a \$35.00 co-pay for formulary drugs, and a \$50.00 co-pay for non-formulary drugs.

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

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

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

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

Tier 1 services include:

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

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

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

Effective November 1, 2013, a 5% prompt pay discount will be honored upon request for up to 30 days from the date the bill has been sent to the employee. The discount shall be applied to the employee responsibility (upfront deductible and/or out-of-pocket expenses) of services rendered by Mercer Health and/or a MEDF Physician Corporation physician or provider.

Effective April 1, 2015, Mercer Health will apply the applicable managed care discount to Mercer Health-based claims.

For the plan year beginning April 1, 2015, there will be an annual Plan Year (April 1 through March 31) upfront deductible of \$300 per person and \$600 per family for services covered by the Plan. The deductibles apply to covered services under Tier 1, Tier 2, and Tier 3 and any combinations thereof. Payments for the full-time and part-time employee premium contributions, dependent premiums, spousal surcharge and pharmacy co-pays do not count towards satisfaction of the upfront deductibles. The deductible payments do not count towards satisfaction of the Tier 1 and Tier 2 out-of-pocket maximums for covered services.

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

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

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

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

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

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

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

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

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

Section 5. The Hospital maintains a Worker's Compensation insurance program for all employees. An employee who is injured on the job is eligible for this coverage.

Section 6. A Health Care Flexible Spending Account program consistent with applicable federal and state laws has been implemented. This is an optional employee benefit available to employees who are eligible to participate pursuant to the terms of the Flexible Spending Account program.

Effective April 1, 2014, the Employee Wellness Program is as follows:

- A. Implement Med Ben I-Health Program as long as Med Ben continues as the third-party administrator.
- B. The Wellness Program consists of six (6) preventive screens required per program rules for all employees, spouses, and dependents 18 and older covered by the Plan – Annual Wellness Exam, Annual Cholesterol starting at age 21, Pap every 1-2 years starting at 21 and then yearly beginning at 40, Annual Mammogram starting at 40, Annual PSA starting at 50, and Colonoscopy every 10 years starting at 50.
- C. The Plan Year for the Wellness Program runs from April 1 through March 31. An employee/spouse/dependent will have 9.5 months of the Plan Year (deadline of January 15) to complete annual requirements and submit necessary documentation of compliance.
- D. The six (6) preventive screens are covered by the Plan at 100% if provided at Mercer Health and covered as a Tier 2 benefit if provided within the network.
- E. For the Plan Year from April 1, 2014 through March 31, 2015, there are no financial incentives or consequences of either complying or failing to comply with the Wellness Program list of mandatory annual requirements.
- F. For the Plan Year beginning April 1, 2015, there will be a 5% reduction in the employee's monthly premium payment for compliance with the Employee Wellness Program list of preventive screens set forth in section 7.B. above. Such requirements must be fulfilled between April 1, 2014 and January 15, 2015.

Section 8. In the event that Mercer Health changes third-party administrators during the term of this Agreement, the Hospital's Employee Wellness Committee will evaluate employee wellness program options with the goal of recommending or proposing wellness programs to replace the MedBen I-Health Program.

ARTICLE 29
EDUCATIONAL PROGRAMS AND PROFESSIONAL MEETINGS

Section 1. Upon prior supervisory approval, the Hospital will pay full expenses or a designated portion of expenses for approved seminars or professional meetings. Requests for financial assistance to attend a program are to be submitted to the Chief Executive Officer or designee, who shall determine the appropriateness of the program and the amount of any approved financial assistance. Time spent in travel and attendance at the approved seminar or meetings will be paid in accordance with the provisions of the Fair Labor Standards Act.

Section 2. Registration Fees. The Hospital may pay all or a portion of the registration fee as determined appropriate by the Hospital.

After attending an approved program, each employee may be required to perform an in-service program or submit a written presentation on the subject-matter of the program.

Section 3. Travel. The expense of employment-related travel for educational programs and professional meetings will be handled as follows:

a. The Hospital has several vehicles which are to be used for Hospital business, including meetings and seminars. Employees may reserve a vehicle as designated by the Hospital's administration. Each person driving a Hospital vehicle will be responsible for its condition while in their custody. (Keeping clean on the inside, bumps, scratches, etc.)

b. An employee may be reimbursed at the Hospital's designated mileage rate when traveling by personal car if a Hospital vehicle is unavailable. The Hospital's designated mileage rate shall be established on April 1 of each year based upon the IRS reimbursement rate in effect on April 1 of that year. Such rate shall remain in effect through March 31 of the following calendar year.

c. If the employee chooses to drive his personal car even though a Hospital car is available, the Hospital will not be required to reimburse the employee for mileage or other transportation costs.

d. Pre-approved air travel or the most economical means of travel will be reimbursed upon submission of satisfactory receipts.

Section 4. Lodging and Food. If approved, lodging will be paid at the lowest rate for a private or semiprivate accommodation in the place of lodging closest to or at the location of the actual meeting. A maximum of forty dollars (\$40.00) per day will be allowed for food. If the cost of a meal is included in the registration fee, the Hospital will pay that amount in its entirety. Receipts must be supplied for all lodging and meals for which reimbursement is sought.

Section 5.

a. Professional Fees/Licensure. Cost of obtaining or renewing a professional license required by the employee's job is the responsibility of the employee.

b. Review Courses in Preparation for Licensure. The entire cost of these programs will be reimbursed to the employee upon proof of licensure and satisfactory receipts. Prior approval for reimbursement must be obtained.

c. Professional Certification Program: Subject to prior administration approval, the entire cost of a certification exam will be reimbursed to the employee upon proof of certification and satisfactory receipts.

Section 6. Inservice. Mandatory inservice meetings will be paid as hours worked. Employees attending inservice programs on off-duty time must clock in and out for the meeting and will receive pay for the length of the meeting. If an employee is working and has time to attend an inservice without neglecting his responsibilities, he may do so without loss of compensation.

Section 7. With administrative approval, the Hospital will pay seventy-five percent (75%) of tuition for full-time employees, and thirty-seven and one-half percent (37.5%) of tuition for part-time employees working forty (40) hours or more per pay period, for undergraduate college courses completed with a "B" grade or better and graduate courses completed with a "B" grade or better. The Hospital shall pay fifty percent (50%) of tuition for full-time employees and twenty-five percent (25%) of tuition for part-time employees working forty (40) hours or more per pay period for college courses completed with a "C" grade. There is a maximum limit of Three Thousand Five Hundred Dollars (\$3,500.00) per employee per calendar year, and a maximum limit of Thirty Five Thousand Dollars (\$35,000.00) for the bargaining unit per calendar year. These dollar amounts shall be prorated during the first and last calendar year of this Agreement. Tuition reimbursement requests shall be processed on a first come, first served, basis.

To be eligible for this program, an employee must have completed twelve (12) months of continuous service. Administrative approval must first be obtained through the Chief Executive Officer or designee. To qualify for reimbursement, the Chief Executive Officer or designee must determine that the course is sufficiently related to the employee's current required work skills, or to career advancement in an occupation presently employed at the Hospital or deemed to be desirable for employment at the Hospital in the future, as determined in the sole discretion of the Hospital. An employee may apply for the program by submitting a completed tuition reimbursement form to the Director of Human Resources prior to the first class. After completion of the course, an official grade card shall be provided to Human Resources along with a paid fee receipt.

Prior to receipt of the tuition reimbursement payment, the employee must sign a promissory note in the full amount of the tuition reimbursement and agree to remain in the employ of the Hospital for three (3) months for each quarter or four (4) months for each semester

(the "required period") of tuition reimbursement, following receipt of such reimbursement. If the employee elects not to continue in the employ of the Hospital for the required period, the amount of such tuition reimbursement shall immediately become due and payable to the Hospital by the employee from the employee's final pay and/or pursuant to the terms of the promissory note. If the employee remains in the employ of the Hospital for the required period, the employee's repayment obligation and the promissory note shall be deemed satisfied.

Section 8. Hospital-wide Meetings. Off-duty employees who voluntarily attend Hospital-wide meetings of broad general interest, such as town hall meetings, etc., shall receive one (1) hour of pay at the employee's straight time base hourly rate for such attendance. Such voluntary attendance is not work time for purposes of computing overtime or other premium pay, bonuses, or differentials under this Agreement.

ARTICLE 30 WAIVER

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands, proposals, and counterproposals with respect to wages, hours, or terms and other conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement, such subjects or matters being governed by the provisions of Article 2 if contained therein.

ARTICLE 31 EFFECT OF LAWS AND SAVINGS CLAUSE

This Agreement is subject to all existing or future federal and state laws and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or the State Employment Relations Board, it shall be void, but the remainder of the Agreement shall remain in effect. This Agreement shall be reopened on the invalidated Article, Section or portion of the Agreement and the Mercer County Joint Township Community Hospital and the Union shall meet within ten (10) calendar days to negotiate a lawful Article, Section or portion of the Agreement.

ARTICLE 32 MODIFICATION

Written amendments or modifications of this Agreement shall be only by written agreement of the Mercer County Joint Township Community Hospital and the Union.

ARTICLE 33
DRUG-FREE WORKPLACE

The Hospital has adopted a substance abuse testing program that meets the requirements of the Ohio Bureau of Workers' Compensation's Drug-Free Workplace Program. The program includes a written policy on substance abuse, employee education, supervisor training, testing for drug and alcohol use, and employee assistance. Testing of bargaining unit members for drug and alcohol use shall take place when there is: (1) reasonable suspicion, based on specific, objective facts and reasonable inferences that the employee is violating the substance abuse policy; and (2) any on-the-job accident causing injury or damage, and shall apply to any employee who may have caused or contributed to the accident. Unannounced tests may be given to any employee who returns from assessment or treatment to which the employee (a) was referred by the Hospital after a positive substance abuse test, or (b) self-referred.

ARTICLE 34
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective upon ratification by both parties and shall remain in effect for twenty-nine (29) months. The Agreement shall continue thereafter for successive periods of twelve (12) months, unless and until either party to this Agreement notifies the other party in writing, not more than seventy-five (75) and not less than sixty (60) days prior to the expiration of any such period, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto to initiate negotiations for a successor agreement.

Section 2. The Agreement shall be effective at 12:01 a.m. November 1, 2013, and shall continue in full force and effect until midnight March 31, 2016.

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

OHIO COUNCIL 8 AND LOCAL 3788
AFSCME, AFL-CIO

Marcia Knox 3/5/14
Marcia Knox (Date)
Chief Negotiator
AFSCME, Ohio Council 8

Marvin Bruns 3-5-14
Marvin Bruns (Date)
President, Local 3788

Paula Osterfeld 3-5-14
Paula Osterfeld (Date)
Vice President, Local 3788

Lou Ann Tobe 3-5-14
Lou Ann Tobe (Date)
Committee Member, Local 3788

Janice Feltz
Janice Feltz (Date)
Committee Member, Local 3788

MERCER COUNTY JOINT TOWNSHIP
COMMUNITY HOSPITAL

Robert J. Rose 2/26/2014
Robert J. Rose (Date)
President, Board of Governors

Lisa R. Klenke 3/5/14
Lisa R. Klenke, CEO (Date)
Mercer County Joint
Township Community Hospital

APPENDIX A

AFSCME CLASSIFICATIONS

CLASS 1

HOUSEKEEPER
LINEN AIDE
NUTRITION SERVICES AIDE

CLASS 2

PRIVATE DUTY AIDE
LAB COURIER
RADIOLOGY SECRETARY
HEALTH RECORDS RECEPTIONIST
FILE CLERK
SECRETARY/RECEPTIONIST
PORTER
HEALTH RECORDS CLERK
DATA ENTRY CLERK

CLASS 3

NUTRITION SERVICES TECH
PRIVATE DUTY CLERK
SURGICAL ASSISTANT
CORRESPONDENCE SECRETARY

CLASS 4

GROUNDSKEEPER
COOK
STOREROOM CLERK
OFFICE CLERK
CLINIC CLERK
ER DEPT CLERK
SWITCHBOARD/REG/ADMITTING
UNIT CLERK
MONITOR TECH
NURSING ASSISTANT

CLASS 5

MEDICAL OFFICE ASSISTANT
OPERATING ROOM CLERK
FLOOR MAINTENANCE

CLASS 6

HOME CARE OFFICE COORDINATOR
TRANSCRIPTIONIST
PATIENT ACCOUNTS REP.
PATHOLOGY LAB SECRETARY
PHARMACY TECHNICIAN
COMPUTER OPERATOR
PURCHASING ASSISTANT
PHLEBOTOMIST
CENTRAL SUPPLY TECH

CLASS 7

RCP LIMITED PERMIT
FINANCIAL ADVISOR

CLASS 8

CERTIFIED RADIOGRAPHIC TECHNICIAN
EEG TECHNICIAN

CLASS 9

GENERAL MAINTENANCE
HEALTH RECORDS ANALYST/CODER

2.25% increase

APPENDIX B
HOURLY WAGE RATE

AFSCME WAGE TABLE
YEAR 1

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
0	\$9.69	\$9.91	\$10.30	\$10.84	\$11.35	\$11.68	\$12.38	\$13.43	\$15.53
1	\$10.05	\$10.29	\$10.70	\$11.25	\$11.78	\$12.14	\$12.85	\$13.89	\$16.24
2	\$10.41	\$10.67	\$11.09	\$11.66	\$12.21	\$12.60	\$13.31	\$14.36	\$16.93
3	\$10.78	\$11.05	\$11.48	\$12.06	\$12.64	\$13.07	\$13.77	\$14.85	\$17.64
4	\$11.14	\$11.44	\$11.88	\$12.46	\$13.07	\$13.53	\$14.23	\$15.35	\$18.33
5	\$11.49	\$11.82	\$12.27	\$12.87	\$13.50	\$13.99	\$14.70	\$15.87	\$19.03
6	\$11.86	\$12.21	\$12.67	\$13.28	\$13.93	\$14.45	\$15.16	\$16.41	\$19.73
7	\$12.22	\$12.59	\$13.07	\$13.68	\$14.35	\$14.92	\$15.62	\$16.96	\$20.43
8	\$12.58	\$12.98	\$13.46	\$14.09	\$14.78	\$15.38	\$16.08	\$17.55	\$21.14
9	\$12.94	\$13.35	\$13.85	\$14.50	\$15.20	\$15.84	\$16.55	\$18.14	\$21.83
10	\$13.30	\$13.74	\$14.25	\$14.91	\$15.63	\$16.30	\$17.01	\$18.62	\$22.53

AFSCME WAGE TABLE
YEAR 2

2.00% increase

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
0	\$9.89	\$10.11	\$10.50	\$11.06	\$11.58	\$11.91	\$12.63	\$13.69	\$15.84
1	\$10.25	\$10.49	\$10.91	\$11.47	\$12.01	\$12.38	\$13.11	\$14.16	\$16.56
2	\$10.62	\$10.89	\$11.32	\$11.89	\$12.45	\$12.85	\$13.58	\$14.64	\$17.27
3	\$10.99	\$11.27	\$11.71	\$12.30	\$12.89	\$13.33	\$14.05	\$15.14	\$17.99
4	\$11.36	\$11.67	\$12.12	\$12.71	\$13.33	\$13.80	\$14.52	\$15.65	\$18.70
5	\$11.72	\$12.06	\$12.52	\$13.13	\$13.77	\$14.27	\$15.00	\$16.19	\$19.41
6	\$12.10	\$12.45	\$12.92	\$13.55	\$14.20	\$14.74	\$15.47	\$16.74	\$20.13
7	\$12.46	\$12.84	\$13.33	\$13.95	\$14.63	\$15.22	\$15.94	\$17.30	\$20.84
8	\$12.83	\$13.24	\$13.73	\$14.37	\$15.07	\$15.69	\$16.41	\$17.90	\$21.56
9	\$13.20	\$13.62	\$14.13	\$14.79	\$15.51	\$16.16	\$16.89	\$18.50	\$22.27
10	\$13.57	\$14.02	\$14.54	\$15.21	\$15.95	\$16.62	\$17.35	\$18.99	\$22.98