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AGREEMENT

between

MERCER COUNTY JOINT TOWNSHIP COMMUNITY HOSPITAL

and

COMMUNITY PROFESSIONAL NURSES ASSOCIATION

November 1, 2013

to

March 31, 2016

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## ARTICLE I.

### Recognition

Section 1. The Hospital recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit: registered nurses, and all professional employees or professional technicians in all other departments or divisions of the Hospital, including, but not limited to, laboratory, home health, x-ray, respiratory, EKG, and Doctor's Care.

Section 2. Excluded from the bargaining unit described in Section 1 shall be all supervisory, managerial, and confidential employees as defined in R.C. 4117.01(C)(6), (7), and (10).

Section 3. Except as otherwise limited, the term "employee" as used herein shall apply to and include only those employees included in the unit described in Section 1 above. Whenever the masculine pronoun or adjective is used in this Agreement, the feminine pronoun or adjective is also intended, unless otherwise specifically indicated.

Section 4. The term "bargaining unit" as used herein refers collectively to those employees included within the unit described in Section 1 above.

Section 5. Employees in all newly created job classifications established after the execution of this Agreement which fall within the bargaining unit defined in Section 1 shall become part of the bargaining unit represented by the Association and covered by the terms of this Agreement immediately upon being assigned to work in such classifications.

Section 6. The term "day" as used herein means a twenty-four (24) hour calendar day commencing at midnight. The term "shift" as used herein means an employee's regularly scheduled working time in a day as assigned by supervision.

Section 7. A "full-time" employee is defined as an employee who has accepted employment with the understanding that he will work at least sixty-four (64) hours in each fourteen (14) day period, and every other weekend, or less frequently, as required by his job classification and position.

Section 8. A "part-time" employee is defined as an employee who has accepted employment with the understanding that he will work a regular schedule of less than sixty-four (64) hours in each fourteen (14) day pay period, and every other weekend, or as required by his job classification and position.

Section 9. The Hospital shall have the right to hire people who shall be used as necessary for the temporary replacement of bargaining unit employees who are unavailable for scheduled work, or to fill vacancies on a temporary basis pending permanent filling of the vacancy. Temporary employees are not covered by, or subject to, any of the provisions of this Agreement. The Hospital agrees that temporary employees will not be used to permanently displace any bargaining unit employee from any scheduled work.

## ARTICLE 2.

### Management Rights

Section 1. The management of the Hospital, the control of its premises, and the direction of its working force are vested solely and exclusively with the Hospital. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, or discipline employees for just cause, to lay off or terminate employees for economic reasons; to determine the shifts and the number of hours to be worked by an employee or employees including the overtime; to determine staffing patterns including, but not limited to, the number of employees to be employed, the qualifications required, the work quotas to be met, and the areas worked; to assign duties and shifts to employees in accordance with the Hospital's needs and requirements as determined solely by the Hospital; to determine and change the methods and means by which its operations are to be carried on; to discontinue and/or relocate any and all portions of its operations; to determine and change at its sole discretion the methods, means, and levels of patient care, medical education, medical research, and any and all aspects of health care delivery; and to establish and enforce reasonable rules of conduct, safety, testing, efficiency, and order in its operations and on its premises. The exercise or non-exercise of rights hereby retained and reserved 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 management rights set forth herein is subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this Agreement, and provided, further, that these rights shall not be used for the purpose of discriminating unlawfully against any employee on account of membership in or activity on behalf of the Association.

Section 2. The Association on behalf of the employees covered by this Agreement, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care, and the Hospital agrees to receive and consider full suggestions submitted by the Association toward these objectives.

## ARTICLE 3.

### Association Membership and Dues

Section 1. It shall be a condition of employment that all present employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing. No employee is required to become or continue to be a member of the Association. However, any Employee not a member of the Association shall still remain subject to any "fair share" check-off payment agreed to in this contract. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership is denied or whose membership is terminated for reasons other

than failure to make tender of, or failure to make payment of initiation fees or periodic dues, uniformly required of members as a condition of acquiring and maintaining membership.

Section 2. Dues can be paid directly to the Association by its members. However, upon written request by the Association, the Hospital shall be required to establish and operate a system whereby the dues and fees of the Association will be deducted from the employees wages and paid to the Association.

Section 3. Students who are assigned to or hired by the Hospital as part of a vocational, technical, or co-op classwork program, shall not be required to become members in the Association. These programs will not be utilized to displace Association members or employees on layoff.

Section 4. Payroll Deduction for Fair Share Fee

The Hospital shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. The fee shall represent that portion of Association dues or assessments allocable to negotiating and administering the collective bargaining agreement and/or other costs allowed by law and shall not exceed 100% of the membership dues or assessments of the Association.

A. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee to be effective the succeeding January 1 and the names of those bargaining unit members who are not members of the Association shall be transmitted by the Association to the Human Resources Director on or about November 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted. The Hospital agrees to promptly transmit all amounts deducted to the Association.

B. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall be made in equal amounts from each pay, beginning with the first payroll period in January through the last payroll period in December, except that no fair share fee deductions shall be made for a bargaining unit member until such bargaining unit member has been employed sixty (60) calendar days, or sixty (60) calendar days after the effective date of this Contract, whichever is later.

2. Following completion of each deduction, the Hospital shall remit the amount which was deducted to the Association Treasurer. A list of the staff members for whom deductions were made will be included with the check.

C. Procedure for Rebate.

The Association represents to the Hospital that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Entitlement to Advance Reduction

Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

E. Suspension of Fair Share Fee Deduction

In the event any claim is made or action filed against the Hospital by a non-member as a result of the implementation and enforcement of this provision, the Hospital shall immediately suspend deduction of the fair share fee from the non-member's pay until the claim or action is finally resolved.

F. Indemnification of employer

The Association agrees to defend and indemnify the Hospital for any court costs or liability incurred by the Hospital as a result of the implementation and enforcement of this provision provided that:

- (a) The Hospital shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;
- (b) The Association shall reserve the right to intervene as a party to assist in the defense of any claim or action filed against the employer;
- (c) The Hospital agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association to intervene as a party if it so desires, and/or (3) to not oppose the Association's application to file briefs *amicus curiae* in the action;
- (d) The Hospital acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no defense or indemnification of the Hospital if the Hospital intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

## ARTICLE 4.

### Association Activity

Section 1. The Hospital will provide the Association with bulletin board space at a mutually agreed location within the Hospital, which shall be used only for notices concerning Association meetings or other Association business, or social, recreational or educational matters. No notice may contain anything critical of the Hospital, any employee, or other person. Any notice posted contrary to the provisions of this section shall be promptly removed by the Association or the Hospital.

Section 2. Representatives of the Association may meet during working hours, provided that advance approval has been obtained for the employee to be absent from work for such meetings.

## ARTICLE 5.

### Grievance Procedure.

Section 1. The term "grievance" shall mean an allegation by bargaining unit employee(s) and/or the Association that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. The Association shall have the discretion to determine whether to pursue any grievance.

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. The term "days" refers to calendar days. Grievances must be filed using the Hospital's standard form or in a written format that complies with the information requirements set forth in Section 4 of this Article.

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 resolve any grievance, the employee may file a formal grievance in the following manner:

Step 1: The employee must file a written grievance with the Human Resources Director within the fourteen (14) days 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. A grievance submitted beyond the time limit shall not be considered.

Step 2: If the grievance has not been settled in Step 1, it must be presented by the employee and/or Association representative, if the employee desires, to the Chief Executive

Officer in writing within ten (10) days after the Step 1 response was due. The Chief Executive Officer shall investigate the matter and respond in writing to the Association representative or employee within ten (10) days following receipt of the grievance.

Step 3: If, after receiving the written decision from Step 2, the aggrieved employee is not satisfied with the decision, the grievance must be presented within fourteen (14) days to the Board of Governors for consideration at its next regularly scheduled meeting. The Personnel Committee shall render a decision in no more than thirty (30) days after such meeting.

Step 4: If the grievance remains unresolved after exhausting the aforementioned steps, the Association, with the approval of the employee, shall have the right to submit the grievance to arbitration. Notice of the Association's intent to proceed to arbitration shall be given to the Director of Human Resources within fourteen (14) calendar days following the answer given in Step 3. If notice is not given in accordance with this specified time limit, the grievance shall be barred from arbitration and shall be resolved on the basis of the answer given in Step 3.

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

A. The Association and the Hospital shall jointly request the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA), or other mutually agreeable organization, to submit a 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 parties shall alternate in striking the first name. Either party may reject the list of arbitrators in total and request a new list prior to beginning the selection process.

B. The Association 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.

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

The arbitrator shall not have the 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 otherwise modified by 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).

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.

The decision of the arbitrator shall be final and binding on the grievant, the Association and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of post-hearing briefs.

Any costs involved in obtaining the list of arbitrators from the American Arbitration Association or other mutually agreeable organization shall be borne by the party requesting arbitration. The party requesting arbitration shall be reimbursed for the cost of obtaining the list of arbitrators provided the arbitrator rules in favor of the party requesting arbitration.

The costs of the arbitrator shall be borne equally by the parties.

The expenses of any witnesses shall be borne by the party calling them. The fees of the court reporter and the cost of any transcript shall be split equally.

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 developed by the Hospital and mutually agreed upon by both parties.

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 and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident(s) giving rise to the grievance.
8. Specific articles and sections of the Agreement alleged to have been violated.
9. Desired remedy to resolve the grievance.

Any grievance that does not contain the information set forth in items 1, 4, 5, 7, 8 and 9 above need not be processed by the Hospital. Any grievance not timely presented or appealed to the next step 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 5. At each Step of the grievance procedure the original grievance shall be presented to the Hospital's representative along with all accompanying data and answers given at any previous Step(s) of the procedure. The Hospital representatives shall return the original grievance, accompanying data and previous grievance answers to the grievant with his answer attached.

Section 6. 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.

Time limits may be extended by advance mutual consent of the parties in writing, and neither party shall unreasonably withhold such consent. Steps of the grievance procedure may be waived by mutual consent in writing.

Section 7. A grievance may be brought by an employee covered by this Agreement. 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.

Section 8. When an employee covered by this Agreement represents himself in a grievance, the Association shall be advised of the time, date and location of the grievance hearing and shall have an opportunity to be present. The Employer will advise the Association of the disposition of the grievance. No settlement shall be in conflict with any provisions of this Agreement. The employee shall present a written statement expressing his intent to represent himself.

Section 9. Employees selected by the Association to act as Association representatives, shall be certified in writing to the Human Resources Director by the Association. No employee shall be recognized by the Hospital to act as an Association representative until the Association has presented to the Human Resources Director, written certification of that person's selection.

Section 10. The investigation and writing of grievances shall be conducted during an employee's non-working hours. If a grievance meeting is scheduled by the Hospital during an employee's regular working hours the employee shall not suffer any loss in his regular pay while attending such meeting. Upon approval of the Hospital, Association representatives may be paid their regular hourly wage for attendance at any meetings requested by the Hospital regarding grievances or union-management relations. None of the duties described in this article shall be performed or conducted by an employee-grievant, witness, or Association representative on overtime hours.

## ARTICLE 6.

### No Strike/No Lockout

Section 1. For the duration of this Agreement, the Association, its officers, representatives, members and the employees covered by the Agreement shall not authorize, instigate, cause, promote, aid, encourage, support, ratify or condone, nor shall any of the aforementioned parties take part in a strike, slowdown, or work stoppage, boycott, picketing or any other interruption or interference with the operations of the Hospital. In the event of violation of this section, the Association agrees to take affirmative steps with the employees concerned to bring about an immediate resumption of normal work. If for any reason there is any interference of work as set forth above, neither party shall be required to negotiate upon the issue(s) in dispute until such time as the interference with work is fully terminated and normal operations have resumed. However, the Hospital may exercise any rights it may have at law or in equity.

Section 2. The Hospital shall not lockout employees for the duration of this Agreement.

## ARTICLE 7.

### Employment

Section 1. In seeking new or additional employees, the Hospital shall first offer employment to those who may then be on layoff status on a recall list in the same job classification who meet the qualifications of the specific position. Nothing herein contained, however, shall prevent the Hospital, in the event of any emergency, from recalling or employing anyone without regard to the provisions of this section if immediate employment is necessary for the health, care, or safety of the patients in the Hospital. However, any such emergency recall or employment will be temporary and shall continue only until the recall provisions of this contract may be completed.

Section 2. There shall be no discrimination either by the Hospital or the Association against any employee in any aspect of the employment relationship because of race, color, creed, national origin, sex, age, disability, marital status, military status, or membership or non-membership in the Association.

Section 3. Each employee shall have the right to review his personnel file at least every six (6) months, and at other times when reason exists for doing so, provided the review is in the presence of a representative of Human Resources. The employee shall give advance notice of his desire to review his personnel file and such review shall be scheduled at a mutually convenient time when the Human Resources office is open. Nothing contained in the file may be removed by the employee during this review. An employee shall have the right to receive a copy of any document in his file. Employees shall be permitted to insert in their files a written explanation, in response to any document contained in the file which the employee believes reflects unfavorably upon him. Upon written request by the employee, the employee's written explanation will be forwarded with any response to a request for a reference.

### Section 4.

A. New Employees - The Hospital shall provide without cost a P.P.D. test to all new employees. Other additional medical tests or services, as required by law or by the Hospital, may be required as a condition of employment and shall be provided at the Hospital's expense.

B. Seniority Employees - An annual chest x-ray or P.P.D. test will be provided by the Hospital at no expense for all employees required to take such tests. Any employee as determined by the Hospital to be required by law or by the Hospital to receive additional medical tests or services, shall be provided same by the Hospital at no expense to the employee.

## ARTICLE 8.

### Introductory Period - Orientation Period

Section 1. All new employees shall be on introductory period for one hundred twenty (120) days from the date of hire. During or at the end of the introductory period, the Hospital

may terminate introductory employees at will and such termination shall not be subject to the provisions of the Grievance Procedure contained in this Agreement. During the introductory period, an employee shall have no seniority or other rights under this Agreement but if, at the end of this period, the Hospital decides to retain the employee in the Hospital's employ, the employee's seniority shall be established based upon credited hours since his most recent date of hire. The introductory period herein may be extended by mutual agreement of the parties.

Section 2. After thirty (30) days of active employment, introductory employees shall be eligible for holiday benefits except for personal days provided for in Article 13, and shall accumulate vacation and sick leave benefits in accordance with the provisions of this Agreement. Personal days may be taken after an employee has sufficient time available.

Section 3. It is the Hospital's policy to require each new employee to complete an orientation program covering an introduction to the Hospital, its philosophy, organization and policies, and the organization, philosophy and standard operating policies and procedure of his department. During orientation, a new employee will be instructed on the performance of the duties of his job classification and will work with and assist qualified employees in the department/unit to which he is assigned. The length of the orientation period is not applicable toward layoff provisions of Article 11 of this Agreement.

Section 4. During the Orientation Periods established by this Agreement, the Hospital shall have the right to assign such employee any department/unit, shift and/or work schedule which it deems necessary in order to provide the required orientation in the most efficient manner.

Section 5. Except as otherwise provided in this Article, the determination of and/or changes in the content or operation of the Hospital's orientation program, both generally and as it may apply to a particular employee, 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 the grievance provisions of this Agreement.

Section 6. Nursing orientation programs will be individually designed by Staff Development to fit the needs of a new nursing employee.

Section 7. At the end of the one hundred twenty (120) day introductory period, nursing personnel will be evaluated jointly by their supervisor, nurse manager, and the Director of Nursing. Non-nursing personnel shall be evaluated jointly by their department manager and the Director of Human Resources.

## ARTICLE 9.

### 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 pay period, which shall commence every other Saturday at midnight. A 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, scheduling and assignment of work, including shift times, overtime, weekend rotation and holiday rotation, will be 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. Hospital convenience days shall be rotated according to the Hospital's current rotational list and practice, provided in all cases the remaining employees have the skill, ability, and experience to perform the remaining work satisfactorily and efficiently. If an employee is assigned a hospital convenience day out of sequence with the current rotational list, then such employee will be passed over the next time the employee's name comes up in the rotation. Any subsequent failure to follow the rotational list in a calendar year with respect to such employee will result in the affected employee receiving lost wages for the failure.

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 9, 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.

Once a schedule has been posted, the Hospital may not alter more than two (2) scheduled shifts of any employee during any two (2) consecutive pay periods without the consent of the employee. A schedule alteration does not mean additional shifts. If the Hospital determines that time permits, these schedule changes will first be effected on a voluntary basis. Otherwise, employees' schedules will be changed in rotating order by inverse seniority of those assigned to the unit or department, provided that the assigned employee is qualified to perform the job.

An employee who is extended the opportunity to make up HCD time during one of the two shifts immediately following the employee's regularly scheduled shift shall be paid at the employee's straight time hourly rate plus shift differential, if shift differential is applicable to the make-up shift actually worked by the employee.

Extra shifts available prior to schedule posting will be filled as follows:

1. All staff who are interested in working extra shifts on their assigned unit/department shall sign up on a posted unit/department list for the unit to which they are assigned.
2. All staff who are interested in working extra shifts on a unit other than their own unit shall notify the work unit manager of such other unit and indicate the shifts and units they are willing to accept work, in addition to their normal schedule.

3. All staff shall be responsible for updating these lists as their personal circumstances change.
4. On the conditions set forth above, all assignments shall be made according to the qualifications required in the specific situation, as long as such assignment will not result in the payment of overtime.

Extra shifts in a work unit that do not result in premium pay will be awarded based on seniority and will be offered first to regular staff assigned to the unit; second to other department personnel who are qualified to perform the job based upon 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 more than two extra shifts will be assigned per 2 consecutive pay periods without the consent of the employee.

5. Prior to periods that involve a temporary change in core staffing patterns, the Hospital may post for temporary reassignment of hours and these will be offered to staff according to departmental seniority.
6. If the number of hours an employee is paid 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 his position upon the request of the employee; provided, however, that no position shall be assigned more than eighty (80) hours in a pay period; and, provided further, that no employee shall become an eligible employee for the Mercer County Community Hospital Employee Benefit Plan as the result of a temporary assignment of additional hours pursuant to this provision.

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. Employees who exchange or trade shifts in back-to-back pay periods will not be charged vacation leave in order to bring them up to their contracted hours of work.

Provided, however, that this section shall not apply to, affect, limit, or encompass in any manner, the Hospital's administration of hospital convenience days (HCD) or time.

Section 4. All employees scheduled to work an eight and one-half (8-1/2) hour or more 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 shall be paid overtime for that period in accordance with Article 18, Section 2, provided the supervisor is notified of the situation and the work is approved by the supervisor.

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 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 or more unless agreed to by the Hospital, employees and/or Association. The Association agrees that should any employee fail to work on two (2) or more scheduled weekend shifts, for any reason other than being on a scheduled vacation, said employee may be rescheduled to work on a subsequent weekend within the next two (2) pay periods, at the discretion of their immediate supervisor or department manager, and such work shall not be compensated at premium pay except pursuant to the provisions of Article 18, Section 2. Any absence shall be recorded as an occurrence. No weekend shall be scheduled which occurs within a vacation period. In departments that work less than every other weekend, employees usual weekend rotation may be altered to cover vacation weekends, but shall not result in premium pay. This rotation shall be done on a voluntary basis and then according to inverse order of seniority. "On a voluntary basis" means that the Hospital will post on the bulletin board and attempt to call at least two (2) employees to discern their interest in the altered rotation. An employee will only be covered for one 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 the covered weekends shall not occur within four (4) months of one another. Any subsequent weekends will require said employee to find his own replacement who meets the same professional level.

Section 8. The Hospital will not schedule an employee for more than seven (7) consecutive days of work unless agreed to by the employee.

Section 9. 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 scheduled for two (2) consecutive shifts on a weekend, unless mutually agreed upon by the employee and the Hospital.

Section 10. 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 four (4) 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 the incentive payment. However, this additional compensation shall not be paid to those part-time employees who are hired for the purpose of working varied hours and weekends. Trades cannot be construed as extra weekend shifts and will not be reimbursed as such.

Section 11. An employee not regularly scheduled to work or on call who is called in to work a shift with less than twenty-four (24) hours notice shall be paid at time and one-half for all hours worked, and shall be guaranteed for each separate time called in 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 12. Employees who are scheduled to be on-call shall be paid as follows. The time frame to accumulate on-call hours is April 1 through March 31.

| <u>ON-CALL<br/>HOURS</u> | <u>HOURLY RATE</u> |
|--------------------------|--------------------|
| 1-499                    | \$2.25             |
| 500-999                  | \$2.50             |
| 1000-1499                | \$2.75             |
| 1500 +                   | \$3.00             |

Should an on-call shift be other than eight (8) hours in length, said pay shall be prorated accordingly. Employees who are scheduled to be on call and are required to return to work within eight (8) hours after the end of their previously scheduled work shift shall receive overtime pay for the hours worked on the call-back shift.

Section 13. Employees on 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 14. The Hospital has the right to alter the days and shifts in cases of emergencies and in the interest of patient care, except as otherwise limited by a specific provision of the Agreement.

Section 15. No employee shall be scheduled to work more than one doubleback shift in a pay period unless the employee consents to more than one such assignment. An employee may trade with another employee and double back provided no overtime hours are involved. A doubleback shift occurs when an employee is regularly scheduled to work a shift which begins within twenty-four (24) hours of the starting time of the employee's previous regularly scheduled shift, and the shift begins on the next day.

## ARTICLE 10.

### Seniority

Section 1. Seniority is the right of an employee to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. An employee shall have only "departmental seniority" as hereinafter defined.

Section 2. Departmental seniority is defined as the length of time an employee has been continuously employed in his current department in any classification in the bargaining unit. Departmental seniority shall begin to accrue from the date the employee was hired into a particular department in any classification in the bargaining unit. Departments are defined as Cardiology Services, Laboratory Services, Nursing Services, Radiology Services and Respiratory Services. If the employee does not successfully complete the introductory or trial period in the department, the hours worked shall be credited to his departmental seniority in his former department, if any. Departmental seniority shall be used for the purposes of layoffs from and recall to the department pursuant to Article 11, Sections 3 and 4, and for bidding on vacancies within the department.

Section 3. Seniority shall be broken down when an employee:

- A. Quits, resigns or retires;
- B. Is terminated;
- C. Exceeds an approved leave of absence contrary to the terms of this Agreement;
- D. Is absent for three (3) consecutive working days without notifying the department, unless proper cause is shown;
- E. Fails to report for work after layoff within five (5) calendar days after the mailing of notice to report to work, unless proper cause is shown;
- F. Is laid off for six (6) consecutive months.

Section 4. The Hospital shall annually prepare a seniority list, based upon each employee's hire date in his department, showing the departmental seniority of each bargaining unit employee. Such list shall be maintained in Human Resources. An employee who believes that his departmental seniority is incorrect must object in writing to Human Resources within two (2) weeks after the seniority list is posted. Otherwise, he shall be bound by the departmental seniority date on the list and shall not thereafter be permitted to challenge the departmental seniority unless just cause is shown.

## ARTICLE 11.

### Hospital Convenience Days and Layoff

Section 1. For the purpose of this Agreement, Hospital Convenience Days shall be referred to as H.C.D. days. This Section in no way should be construed as applying to lay-offs as specified in this article, Sections 3 and 4.

Section 2. H.C.D. days will be approved by the supervisor or department manager and placed into the electronic timekeeping system. An employee's sick and vacation accumulation is credited each pay period for H.C.D. time.

Staffing levels shall be set by the department manager for each department. Nursing staff levels shall be determined by the patient classification system. When an employee is asked to stay home because of low census, he will be granted H.C.D. time for the shift, provided it is clearly marked and approved as H.C.D. time in the electronic timekeeping system.

In all cases H.C.D. 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, and 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.

If an employee wants to take a day off as an H.C.D. day, he should contact his supervisor or department manager that does the scheduling prior to the shift change. Provided patient load warrants it, and that the Hospital's staffing needs are fully met as described in the preceding paragraph, the employee will be given the day as an H.C.D. day on a first come first serve basis.

Section 3. Should the Hospital find it necessary to temporarily reduce the work force, for a period of not more than thirty (30) days, it shall first seek voluntary time off from among the affected employees. If the required reduction cannot be effected in this manner, then temporary layoffs shall be made from among the personnel employed in the affected department(s) by inverse order of departmental seniority, provided that in all cases the remaining employees have the skill, ability, and experience to perform the remaining work satisfactorily and efficiently, and provided further that the employees that 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.

Section 4. Should the Hospital determine that a general reduction in the work force of a department is necessary, layoffs shall be made from among the personnel in the affected department(s) based upon departmental seniority, provided that in all cases 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 seventy-two (72) hours notice of such layoff. Employees who do not desire to work a schedule other than their regular schedule during a general reduction in force

shall so indicate to the Hospital in writing. Such employees shall be laid off during a general reduction in force prior to the rescheduling of other employees in their department pursuant to this Section 4.

Section 5. Recalls from layoff effected under Section 4 shall be in the order of departmental seniority. An employee will be recalled to a position for which he is qualified within his department. An employee who elects not to accept a position in his department offered by the Hospital shall be relocated to the last position on the recall list. An employee who elects not to accept the second offer of recall to a position in his department shall be removed from the recall list. Employees being recalled to work after layoff pursuant to Section 4 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, and shall have five (5) calendar days from the mailing of said notice within which to report to work, unless proper cause is shown. It shall be the responsibility of each employee to keep Human Resources informed of his current correct address and telephone number. 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 where the Hospital has increased the number of regular jobs in a particular classification, has created a new job, or where an opening occurs in a particular classification as a result of a promotion, transfer, resignation, discharge, or other termination of employment where there is no employee in the classification in the department on a layoff recall list, and for which the Hospital has declared there to be a vacancy.

When a vacancy occurs, the Hospital shall post a notice of the vacancy in appropriate Mercer Health locations which shall state the classification, the department/unit, and shift on which the vacancy exists, the number of hours per week assigned to the position, the qualifications required and a brief description of the work to be performed. Such notice shall remain posted for ten (10) calendar days. All bargaining unit 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 application hereunder;
- C. Employees who within the previous three (3) months have declined a job after having been awarded a job in the same department as they now seek to bid on.
- D. Employees who within the previous twelve (12) months have received a Level 3 Employee Disciplinary Action.

All bargaining unit employees who wish to be considered for the vacancy shall so indicate in writing to Human Resources by the end of the posting period using the Posted Position Form.

All valid applications filed within the time limits set forth above 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, to perform the work in question. Should the skill, ability, experience and qualifications of two (2) or more applicants be substantially equal, departmental seniority shall govern. In awarding a job under this procedure, 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. Within five (5) days of awarding the position, the Hospital will post the name of the person to whom the position has been awarded.

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 department 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 above 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 11, Section 5.

In the event that the Hospital is unable to fill a vacancy in compliance with the above procedures, the Hospital may re-post the vacancy and offer it as a "job-share" position available to two (2) individual employees. The two (2) employees shall be required to apply for the position in accordance with the above procedures applying to all vacancies and, in addition, be required to complete and sign a job-share agreement fairly dividing the hours of work to fulfill the requirements of the vacancy. The Hospital reserves the right to approve, reject, or modify the submitted job-share agreement(s) and to award the vacancy to the job-share team in accordance with the same provisions governing the fulfillment of any regular vacancy as set forth above in this section including the skill, ability, experience, qualifications, and, if necessary, seniority.

Section 2. The Hospital may temporarily transfer employees based on inverse order of departmental seniority for a period not to exceed ninety (90) consecutive calendar days from one department/unit to another or from one shift to another in cases of emergency, or to fill the position of an employee who is absent or on sick or other approved leave of absence, or 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. Such transfers shall be first offered on a voluntary basis and then shall be rotated through the departmental seniority list. "Offered on a voluntary basis" means that the Hospital will post the temporary transfer on the bulletin board and attempt to call at least two (2) employees to discern their interest in the voluntary transfer.

Section 3. Should an employee be promoted to a position outside of the bargaining unit, his seniority shall be frozen; provided, however, that seniority accrued under any predecessor provision for the accrual of seniority while employed in a position outside of the bargaining unit shall be credited to such employee. Should such employee thereafter voluntarily return to a classification covered by this Agreement, or be removed from his position due to lack of work or lack of supervisory ability, he shall be entitled to such seniority.

## ARTICLE 13.

### Leaves of Absence

Section 1. Funeral Leave: Employees who have completed one (1) month of continuous service will be allowed leave in the case of a death of a member of an employee's immediate family (mother, father, grandparent, brother, sister, son, daughter, husband, wife, grandchild or legal guardian, and the immediate in-laws). Full-time employees will be paid for three (3) scheduled work periods and part-time employees two (2) scheduled work periods 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. An employee who is on approved Family and Medical Leave Act leave to care for the employee's spouse, son, daughter or parent shall be granted funeral leave in accordance with this Section if such spouse, son, daughter or parent dies while the employee is on approved FMLA leave.

If additional time off is necessary for an employee to attend or make funeral arrangements, or attend to other family death-related matters, for a family death 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 approved by the Department director.

### Section 2. Personal Leave Days:

A. All full-time employees may receive two (2) eight (8) hour personal days per calendar year.

B. All part-time employees may receive one (1) eight (8) hour personal day per calendar year.

C. All full-time and part-time employees with more than ten (10) but less than twenty-five years of Hospital service may receive one (1) additional eight (8) hour personal day per calendar year.

D. 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.

E. The personal leave hours taken will be deducted from the employee's accumulated sick time balance and cannot exceed the sick leave balance.

F. Personal days must be requested at least three (3) days in advance of taking the time off. A personal leave request made 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 director.

G. 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 Department director.

H. Personal days are not cumulative. If all sick time hours are used in this manner and the employee becomes ill, the employee will not be paid for his/her lost time from work.

I. The payroll officer will maintain the records of personal days used by each employee so that this benefit is not exceeded. Personal days may be used for any reason the employee desires. It is the responsibility of each employee taking a personal day to mark his time card as such so that proper payment can be made. 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 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 an Educational Leave is twelve (12) months. 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. The Hospital and the Association agree that employees called into military service shall be entitled to all the benefits accorded to them by applicable laws.

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

Sick leave is not to be used for any reason other than *bona fide* illness of the employee. Sick time is not to be used in place of "personal time off" and such unwarranted use would constitute grounds for disciplinary action.

A. Commencing on the first biweekly pay period upon completion of an employee's introductory period, sick leave shall be accrued at the rate of .03850 hours of sick time for each regular paid hour not to exceed eighty (80) hours in a pay period and excluding overtime hours.

B. During any biweekly period in which an employee receives no regular earnings, there shall be no accrual of sick leave pay. However, there will be no loss in the accrual of sick leave to hours not worked at the Hospital's request.

C. The Hospital will provide a comparable job at the same wage and shift upon returning to work provided an employee returns within the limits of his accumulated sick leave, not to exceed 12 weeks from the starting date of the sick leave and/or Family Medical Leave. No guarantee will be binding upon the Hospital beyond 12 weeks from the starting date of the sick leave and/or Family Medical Leave.

D. Sick leave shall be accumulated without limitation for all eligible employees.

E. Sick pay shall be paid at the employee's regular straight time rate of pay. Eligible full-time and part-time employees shall receive sick pay on the first (1st) day of absence upon which the employee was scheduled to and would have worked, but for such illness or injury.

F. 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 his scheduled shift unless the onset of the illness or the occurrence of the injury makes it impossible for him 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 by a physician selected by it to determine his fitness to return to duty. The Hospital shall pay the expenses of such examination.

G. 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 from the starting date of the sick leave and/or Family Medical Leave. 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, any 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. Any 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. Termination pay shall not include differentials. 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, his accrued vacation pay and terminal sick pay shall be paid to his surviving spouse or to his estate.

Section 7. Continuing Employment: The Hospital shall not continue the employment of any person whose health, in the opinion of a physician, is not compatible with the kind of work he is performing. Any misrepresentation or concealment in regard to physical condition shall be sufficient reason for discharge.

Upon returning from sick leave, the employee will be reinstated to his former position unless it has been permanently filled, in which case he shall be given whatever work is available for which he is qualified, if any, at the pay rate which applies. If no work is available, the employee will be considered in a lay off status and shall be returned to work in accordance with the provisions of Article 11.

No employee granted a leave of absence shall accept other employment during the period of his leave. Violation of this provision may result in 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 discipline including dismissal by the Hospital. Failure of an employee to report for employment at the expiration of his leave or to secure an extension of his leave will result in the termination of his employment by the Hospital.

Section 8. When an employee who has completed his Introductory Period and is required to perform jury duty, or otherwise is subpoenaed to appear in a judicial or administrative proceeding related to his employment at the Hospital, he shall be paid eight (8) hours of pay at his regular straight-time hourly rate, with differentials, for any day or part of a day spent on jury duty or in the previously defined legal proceedings for which he would have been regularly scheduled to work and would have worked. Such payment shall be made for scheduled hours per day, up to forty (40) hours per week, less jury pay. To be eligible 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 as 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 a copy of the subpoena. This section is not applicable to employees who volunteer for jury duty.

Section 9.

A. 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. An 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.

D. If an employee takes 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 leave; provided, however, that an employee may retain up to forty (40) hours of accrued vacation days.

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

#### ARTICLE 14.

##### Discipline

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

Section 2. When the Hospital gives an employee a Level 2, Level 3, or Level 4 written disciplinary action notice, the employee, if present, shall receive a copy of the disciplinary action notice. The employee, if present, shall be required to sign a copy of the disciplinary action notice acknowledging receipt thereof.

#### ARTICLE 15.

##### Termination of Employment

Section 1. Any employee who resigns shall give the Hospital two (2) weeks prior written notice addressed to the employee's department manager.

Section 2. Any employee who resigns, unless asked to do so, will be eligible for re-employment consideration. If re-employed, an employee's service date will be the re-employment date and all benefits will be subject to service date regulations.

If proper notice of resignation is not given, the employee forfeits any and all accrued benefits normally available upon resignation.

#### ARTICLE 16.

##### Holidays

##### Section 1.

A. All full-time and part-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 Hospital shall have the right to require an employee to work on any holiday. A full-time employee who works on a defined holiday shift will be paid at time and one-half (1 1/2) times his straight 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. An employee who works four (4) or more hours in the defined holiday time period will be paid holiday pay for all hours worked during the defined holiday time periods described below. All holidays will be equally and fairly rotated between all employees in the department. Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be equitably rotated between all employees in the Department or unit.

Section 2. Recognized Holidays and the Defined Holiday Time Periods:

1. New Year's (from beginning of evening shift of December 31 to beginning of night shift of January 2).
2. Memorial Day (from the beginning of the night shift on the day prior to Memorial Day to the end of evening shift that began on Memorial Day).
3. Independence Day (from the beginning of night shift on July 3 to the end of evening shift that began on July 4).
4. Labor Day (from the beginning of the night shift on the day prior to Labor Day to the end of evening shift that began on Labor Day).
5. Thanksgiving Day (from the beginning of the night shift on the day prior to Thanksgiving Day to the end of evening shift that began on Thanksgiving Day).
6. Christmas (from beginning of evening shift of December 24 through beginning of night shift of December 26).

Section 3. Employee's Birthday: No employee shall receive double time for the birthday holiday. A full-time employee is required to take his birthday holiday off. A part-time employee will be paid the employee's normal rate. Overtime or other premium compensation will not be paid. If the birthday holiday falls on either a day normally scheduled off for the employee or another recognized holiday, then the employee can elect to take another day off during that pay period under this section.

Section 4. Easter will be paid at double times the employee's regular rate for all employees who work an Easter Sunday shift.

Section 5. Normally a 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. Holiday pay will not be forthcoming if an employee is on extended leave prior to or during the holiday.

Section 7. If a holiday listed in Article 16 of this Agreement falls within an eligible full-time employee's vacation, he 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 16, a day of holiday shall consist of a regular shift, at the employee's regular straight time hourly rate. The rate of pay shall be determined as of the pay period in which the holiday falls.

Section 10. Part-time employees shall be paid at double times their regular straight time hourly rate for hours worked during the defined holiday time periods described above.

## ARTICLE 17.

### Vacation

Section 1. For purposes of this Article 17, a day of vacation shall usually consist of eight (8) consecutive hours, however, employees may request vacation in one (1) hour increments. Vacation pay shall be based on the employee's regular straight time hourly rate, excluding differentials, if any, determined as of the last complete pay period prior to the taking of the vacation.

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

Section 3. All inquiries concerning an Employee's vacation entitlement shall be directed to the Payroll Department.

Section 4. No weekend shall be scheduled which occurs within a vacation period, subject to the conditions of Article 9, Section 7.

Section 5. Full-time Employees - Vacation time is pro-rated on the basis of a forty (40) hour work week. Those Employees working forty (40) hours will therefore receive two weeks (10 days) vacation per year during their employment between and including years one (1) through five (5).

| <u>ACCUMULATION RATE</u><br><u>HR. VACATION/HR. WORKED</u> | <u>FULL-TIME</u><br><u>TIME ON THE JOB</u> | <u>VACATION BENEFITS</u> |
|--|--|--------------------------|
| .038460 1-4 years  | 1 thru 5 years                             | 2 Weeks (10 Days)        |
| .042308 5-6 years  | 6 thru 7 years                             | 11 days                  |
| .046154 6-7 years  | 7 thru 8 years                             | 12 days                  |
| .050000 7-8 years  | 8 thru 9 years                             | 13 days                  |
| .053846 8-9 years  | 9 thru 10 years                            | 14 days                  |
| .057692 9-10 years   | 10 thru 11 years                           | 15 days                  |
| .061538 10-11 years  | 11 thru 12 years                           | 16 days                  |
| .065385 11-12 years  | 12 thru 13 years                           | 17 days                  |
| .069231 12-13 years  | 13 thru 14 years                           | 18 days                  |
| .073077 13-14 years  | 14 thru 15 years                           | 19 days                  |
| .076923 14-24 years  | 15 thru 25 years                           | 20 days                  |
| .080769 25 years and above                                 | 26 years and above                         | 21 days                  |

Section 6. Part-time Employees will be eligible for paid vacation time on a pro-rated basis. The number of hours of vacation is determined by the number of hours paid during the employee's most recent anniversary year.

Section 7. There will be no loss of vacation time when an employee takes a voluntary layoff or has his hours reduced at the Hospital's request.

Section 8. Except as provided in Section 9, vacation requests may be made up to one (1) year prior to the commencement of the requested vacation with the approval of the supervisor or department manager.

The department manager shall follow a first come, first served basis if there are scheduling conflicts. Seniority may also be used if first come, first served will not resolve the conflict.

After vacation requests are approved, they may be changed by the employee, but only under extenuating circumstances and only with the permission of the department manager.

Section 9.

A. All employees earning three weeks or more annual vacation leave may request a maximum of two consecutive weeks in the prime summer months (May 15 to September 15). Requests for vacation during this time period in excess of two consecutive weeks may only be approved by the Vice-President of Patient Care Services.

B. Requests for vacation time in excess of a total of ten (10) vacation days during the prime summer months may not be submitted by a bargaining unit member more than three (3) months prior to the commencement of the requested vacation time.

C. Requests for vacation between December 15 and January 2 submitted by a bargaining unit member will be approved only by the Vice President of Patient Care Services. Vacation requests for the day before and the day after the celebrated Memorial Day, Independence Day, Labor Day and Thanksgiving Day holidays shall be equally and fairly rotated between all employees in the Department or unit.

Section 10. No payment will be made in lieu of vacation without administrative approval or unless at termination in a good standing. Reimbursement for vacation will be paid at the regular pay rate excluding differential if applicable.

Section 11. In computing vacation time, leave of absences shall not be counted as employment. Re-employed personnel will assume the status of a new employee with regards to vacation benefits. Pay advances for vacation will not be granted by the Hospital.

Section 12. 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 two hundred forty (240) hours or more 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 maximum shall be forfeited, except where

the employee has been denied the opportunity to take requested vacation time off by the Hospital due to operational needs. If so denied, these hours will be accrued despite the above-stated maximum.

## ARTICLE 18.

### Wages

Section 1. An employee awarded a classification change under Article 12, Section 1, to a classification with a higher hourly rate range shall, upon assignment to the new classification, be paid at the step level of the new classification next higher in monetary amount than his present rate in the old classification. An employee awarded a classification change to a new classification with the same wage range shall continue to receive his same rate of pay. An employee awarded a classification change to a classification with a lower rate range shall be paid at the same rate not to exceed the maximum rate of pay of the new classification.

Section 2. Employees shall be paid one and one-half (1-1/2) times their straight time hourly rate of pay for all hours authorized by the Hospital which are worked in excess of eight (8) hours in any day or eighty (80) hours in any fourteen (14) day pay period. Employees who work a regular ten (10) hour shift or a regular twelve (12) hour shift shall be paid one and one-half (1½) 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 workweek, as authorized by the Hospital. Any premium payments of time and one-half or greater made pursuant to this provision and any other provision of this Agreement shall be credited toward the overtime compensation due for overtime hours worked. For purposes of overtime computation, credit shall be given only for hours actually worked. Overtime payments shall not be duplicated for the same hours of work.

Section 3. The Hospital shall pay a shift differential of seven percent (7%) of the classification base wage rate for all hours worked between 3:00 p.m. and 7:00 a.m., provided that the employee works at least four (4) hours during this period of time. The shift differential shall be paid for all hours worked by the employee if the employee works at least six (6) hours between 3:00 p.m. and 7:00 a.m.

### Section 4.

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 A) 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 A) 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 5. The Hospital shall pay a weekend differential of seven percent (7%) of the classification base wage rate for all weekend shift hours worked, as weekend is defined in Article 9, Section 9.

Section 6. The Hospital shall have the right to hire employees at rates above the starting rates set forth in this Agreement, up to and including Step 6, based upon the applicant's prior training and experience. Higher steps may be considered with prior agreement by CPNA. Newly registered Staff RNs can be started at Step 1 if the RN worked as an aide at Mercer Health at least one year prior to her license date.

Section 7. Home Care personnel shall be paid for work and reimbursed for mileage at the personal car mileage reimbursement rate established in Article 20, Section 4(2), 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 19.

### Insurance and Pension

Section 1. The Hospital shall make available to all eligible employees, as defined in this Article, the Mercer County 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. An employee's dependent who has reached the age of twenty-six (26) but less than age twenty-eight 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 or 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 fifteen percent (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 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 – For services rendered by Mercer Health, a Mercer Health-based physician or provider, or any other provider of services 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, the plan will pay 90% of covered charges subject to an annual plan year Tier 1 out of pocket maximum of \$900 per individual and \$1900 per family. Tier 1 includes services performed by any provider in an urgent or emergency situation making the use of Mercer Health or Mercer Health-based provider impractical.

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 April 1, 2014, 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.

Effective April 1, 2015, the Plan benefit schedule is as follows:

For the plan year beginning April 1, 2015 through March 31, 2016, there is an annual upfront deductible of \$400 per person and \$800 per family. The deductibles apply to covered services under Tier 1, Tier 2, and Tier 3 and any combination 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 should 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, 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.

D. For purposes of this Agreement, "eligible employee" means an employee who works forty-eight (48) or more hours 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. For purposes of the employee contribution rate schedule, Section 1(a), except as provided in Article 9, Section 3(6), an employee's hours per pay period shall be based upon the number of hours per pay period assigned to the employee's position by the Hospital.

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 Hospital's Group Medical Insurance 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 Human Resources.

Section 3. Life insurance equal to the employee's base rate to the nearest \$1000 is 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. The Hospital is a public employee hospital. All employees are required to subscribe to the Public Employee Retirement System program.

Section 5. The Hospital maintains a Worker's Compensation Insurance Program for 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.

Section 7. 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 preventative 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 20.

### 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's designee. The appropriateness of the program will be determined. If appropriate, approval for financial assistance will be sought from the Chief Executive Officer. 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 will pay all or a portion of the registration fee as approved by the Chief Executive Officer.

After attending an approved program, each employee may be responsible for submitting a written critique of the program to the Hospital's designee, and may be required to prepare and present an in-service program for other Hospital personnel as to those matters covered.

Section 3. Travel: The cost of travel involved in attending various seminars and 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 can reserve a vehicle as designated by the Hospital's Chief Executive Officer. Each person driving a Hospital vehicle will be responsible for its condition while in use.

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 own car even though a Hospital car is available, the Hospital will pay only for the cost of the gasoline. Receipt for the gasoline must be supplied.

D. Air travel or the most economical means of travel when going a long distance.

E. No payment at all, when location is unreasonable.

Section 4. Lodging and Food: If approved, lodging will be paid at the lowest rate for a private or semiprivate accommodation in the hotel 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 meals.

A. Professional Fees/Licensure: Fees not required by the Hospital will be paid by the employee if he/she wishes to hold a particular membership. Cost of obtaining and renewing a professional license 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. Prior approval for reimbursement must be obtained.

C. Professional Certification Program: The entire cost of any certification examination or re-certification examination or processing fee as required by the hospital for the employee to perform his or her job will be reimbursed to the employee upon proof of certification. Prior approval for reimbursement must be obtained.

Section 5. Inservice: All inservice meetings, including C.P.R., A.C.L.S., and all other certification inservices required by the Hospital, will be paid at the regular hourly rate of pay. Employees attending inservice programs on off-duty time must clock in and out for the meeting and will receive straight time 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 while remaining clocked in and will receive his regular pay.

Section 6. 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 twenty (20) or more hours per week, for college courses

completed with a "B" grade or better, and for graduate school 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 twenty (20) hours or more per week, 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. Tuition reimbursement requests shall be processed on a first come, first served, basis.

Section 7. 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. If the employee remains in the employ of the Hospital for a portion of the required period but elects not to continue in the Hospital's employ for the remainder of the required period, the employee's repayment obligation shall be the pro-rated amount of tuition reimbursement that is equal to the unfulfilled remainder of the required period and such pro-rated amount shall immediately become due and payable to the Hospital from the employee's final pay and/or pursuant to the terms of the promissory note.

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 21.

### Alteration of Agreement and Waiver

Section 1. No unilateral agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Hospital and no amendment or revision of any of the terms or conditions herein shall be binding upon the parties hereto unless executed in writing by the parties hereto.

Section 2. The Hospital and the Association acknowledge that this Agreement, together with any letters of understanding, embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement.

Section 3. In the event any provision of this Agreement is held to be in conflict with or in violation of any state or federal statute, rule or decision, or valid administrative rule or regulation, such statute, rule or decision, or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

## ARTICLE 22.

### 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 23.

### Duration

Section 1. This Agreement shall be effective November 1, 2013, upon ratification by both parties and shall remain in effect for twenty-nine (29) months.

This Agreement shall continue in full force and effect without change until 23:59 on March 31, 2016. If either party desires to amend or terminate this Agreement, it shall, at least sixty (60) days prior to the expiration date, give written notice of the intended termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after March 31, 2016, subject to

written notice of intent to terminate or amend the Agreement given by either party at least sixty (60) days prior to March 31 of any subsequent year.

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

COMMUNITY PROFESSIONAL NURSES  
ASSOCIATION

Janice Arling 12/6/13  
Janice Arling, President (Date)

Jodi Veit 12/6/13  
Jodi Veit, Vice-President (Date)

Amy Fiely 12/6/13  
Amy Fiely, Treasurer (Date)

Jeremiah Wycuff 12/6-13  
Jeremiah Wycuff, Secretary (Date)

MERCER COUNTY JOINT TOWNSHIP  
COMMUNITY HOSPITAL

Robert J. Rose  
Robert J. Rose (Date)  
Board of Governors

Lisa R. Klenke 12/9/13  
Lisa R. Klenke (Date)  
President, CEO

2.25% increase

APPENDIX A  
HOURLY WAGE RATE

**CPNA WAGE TABLE**  
**YEAR 1**

| Step |         |         |         |         |         |         |         |         | RRT      | CRT       |
|------|---------|---------|---------|---------|---------|---------|---------|---------|----------|-----------|
|      | Class 1 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 | Class 8 | Class 9 | Class 10 | Class 10a |
| 0    | \$21.99 | \$15.92 | \$19.85 | \$19.66 | \$17.13 | \$21.35 | \$22.31 | \$19.27 | \$18.63  | \$17.13   |
| 1    | \$22.86 | \$16.44 | \$20.48 | \$20.30 | \$17.77 | \$22.15 | \$23.14 | \$20.02 | \$19.35  | \$17.64   |
| 2    | \$23.75 | \$16.96 | \$21.12 | \$20.93 | \$18.41 | \$22.94 | \$23.96 | \$20.78 | \$20.06  | \$18.17   |
| 3    | \$24.63 | \$17.48 | \$21.77 | \$21.55 | \$19.05 | \$23.75 | \$24.79 | \$21.53 | \$20.80  | \$18.71   |
| 4    | \$25.52 | \$18.01 | \$22.41 | \$22.19 | \$19.69 | \$24.55 | \$25.59 | \$22.28 | \$21.51  | \$19.27   |
| 5    | \$26.40 | \$18.53 | \$23.06 | \$22.82 | \$20.34 | \$25.35 | \$26.41 | \$23.05 | \$22.23  | \$19.86   |
| 6    | \$27.29 | \$19.04 | \$23.70 | \$23.46 | \$20.98 | \$26.15 | \$27.25 | \$23.79 | \$22.96  | \$20.45   |
| 7    | \$28.16 | \$19.58 | \$24.33 | \$24.09 | \$21.63 | \$26.96 | \$28.07 | \$24.54 | \$23.67  | \$21.06   |
| 8    | \$29.06 | \$20.09 | \$24.97 | \$24.71 | \$22.27 | \$27.75 | \$28.88 | \$25.30 | \$24.41  | \$21.70   |
| 9    | \$29.94 | \$20.62 | \$25.61 | \$25.35 | \$22.91 | \$28.56 | \$29.70 | \$26.04 | \$25.13  | \$22.34   |
| 10   | \$30.83 | \$21.14 | \$26.26 | \$25.98 | \$23.56 | \$29.36 | \$30.53 | \$26.79 | \$25.85  | \$22.96   |

2.0% Increase

**CPNA WAGE TABLE**  
**YEAR 2**

| Step |         |         |         |         |         |         |         |         | RRT      | CRT       |
|------|---------|---------|---------|---------|---------|---------|---------|---------|----------|-----------|
|      | Class 1 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 | Class 8 | Class 9 | Class 10 | Class 10a |
| 0    | \$22.43 | \$16.24 | \$20.24 | \$20.06 | \$17.47 | \$21.78 | \$22.76 | \$19.66 | \$19.00  | \$17.47   |
| 1    | \$23.32 | \$16.77 | \$20.89 | \$20.70 | \$18.13 | \$22.59 | \$23.60 | \$20.42 | \$19.73  | \$17.99   |
| 2    | \$24.23 | \$17.30 | \$21.55 | \$21.35 | \$18.77 | \$23.40 | \$24.44 | \$21.19 | \$20.46  | \$18.53   |
| 3    | \$25.12 | \$17.83 | \$22.20 | \$21.99 | \$19.43 | \$24.23 | \$25.28 | \$21.96 | \$21.21  | \$19.09   |
| 4    | \$26.03 | \$18.37 | \$22.86 | \$22.63 | \$20.09 | \$25.04 | \$26.11 | \$22.73 | \$21.94  | \$19.66   |
| 5    | \$26.93 | \$18.90 | \$23.52 | \$23.28 | \$20.74 | \$25.85 | \$26.94 | \$23.51 | \$22.67  | \$20.25   |
| 6    | \$27.84 | \$19.42 | \$24.18 | \$23.93 | \$21.40 | \$26.67 | \$27.79 | \$24.27 | \$23.41  | \$20.86   |
| 7    | \$28.72 | \$19.97 | \$24.81 | \$24.57 | \$22.06 | \$27.50 | \$28.63 | \$25.03 | \$24.14  | \$21.48   |
| 8    | \$29.64 | \$20.49 | \$25.47 | \$25.21 | \$22.72 | \$28.31 | \$29.45 | \$25.80 | \$24.90  | \$22.13   |
| 9    | \$30.54 | \$21.04 | \$26.13 | \$25.85 | \$23.37 | \$29.13 | \$30.30 | \$26.56 | \$25.64  | \$22.79   |
| 10   | \$31.44 | \$21.56 | \$26.78 | \$26.50 | \$24.03 | \$29.94 | \$31.14 | \$27.33 | \$26.37  | \$23.41   |

- CLASS 1: RN Staff\*
- CLASS 3: Certified OR Technician
- CLASS 4: Medical Technologist (ASCP)
- CLASS 5: Histology Technician
- CLASS 6: Medical Lab Technician (MLT)
- CLASS 7: Reg Sonographer; Certified MRI Technician
- CLASS 8: Reg Nuclear Medicine Technologist
- CLASS 9: Radiology Technologist (ARRT)
- CLASS 10: Registered Respiratory Therapist (RRT); Non Reg Polysomnographer
- CLASS 10a: Certified Respiratory Therapist (CRT)

Certified OR Tech 1st Assist receives \$1.00/hr differential from Certified OR Tech  
 Clinic Lab Coordinator receives \$2.00/hr differential from Med Tech  
 Lab Section Chief receives \$2.00/hr differential from Med Tech  
 PACS Administrator receives \$2.00/hr. differential from Rad Tech  
 Mammo QC Coordinator receives a \$1.00/hr differential from currently hourly rate  
 Certified WOCN RN receives \$2.00/hr differential from current hourly rate of Class 1

\* The hourly rate of pay for a bargaining unit member who, as of April 1, 2011, is or has been permanently assigned two (2) or more shifts per pay period as an Office RN in a Hospital-owned physicians's office shall be red-circled at his/her hourly rate on March 31, 2011, for such office work.