

2014 – 2017 Final Agreement Between Ottawa Riverview Nursing Facility and
SEIU, District 1199, WV/KY/OH, The Health Care And Social Service Union



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REEMENT BETWEEN OTTAWA COUNTY
RIVERVIEW NURSING FACILITY

AND

SEIU, DISTRICT 1199, WV/KY/OH, THE HEALTH CARE
AND SOCIAL SERVICE UNION

Effective November 16, 2014 through November 15, 2017

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**ARTICLE 1
AGREEMENT**

This Agreement, entered into by the Ottawa County Riverview Nursing Facility, hereinafter referred to as the “Facility”, and the SEIU District 1199 WV/KY/OH, the Health Care and Social Service Union, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

This agreement supersedes and replaces all pertinent statues, rules, and regulations over which it has authority to supersede and replace. Where this agreement is silent, the provisions of applicable law shall prevail.

**ARTICLE 2
RECOGNITION**

SECTION 1. The Facility recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board Case Number 93-REP-04-0087, including: all regular full-time and regular part-time employees identified as the following: State Tested Nursing Assistants, Feeding Assistants, Rehabilitation, Activities, Dietary, Housekeeping, Laundry and Custodians but excluding all temporary, student and intermittent employees, professional, supervisory, licensed confidential employees, licensed practical nurses, registered nurses, office clerical, maintenance employees, and guards.

SECTION 2. In the event that jobs currently within the bargaining unit are changed, or if the Union feels that newly created position(s) should be placed in the bargaining unit, the parties will meet to discuss if the position(s) should remain, or be placed in the bargaining unit. In any event, the parties may jointly or separately, file appropriate documentation with the State Employment Relations Board regarding the inclusion in or exclusion from the bargaining unit.

SECTION 3. Wherever used in this Agreement, the term “employees” shall be deemed to include those individuals employed by the Facility in those positions and classifications included in the above described bargaining unit. Wherever used in this Agreement, the term “Facility” shall be deemed to include the Ottawa County Commissioners, the Ottawa County Riverview Nursing Facility administration, or any designee of any of the foregoing unless otherwise indicated.

**ARTICLE 3
NON-DISCRIMINATION**

SECTION 1. Neither the Facility nor the Union shall unlawfully discriminate against or in favor of an employee of the bargaining unit on the basis of race, sex, creed, color, religion, age,

national origin, sexual orientation, political affiliation, lawful union affiliation, handicap, or veteran status.

SECTION 2. Nothing within this agreement will be construed to prevent the Facility from complying with applicable federal, state, or local laws or regulations governing handicap or disability. The Union shall share equally with the Facility the responsibility for applying the provisions of this article.

SECTION 3. All reference to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 4 PROBATIONARY PERIOD

SECTION 1. All newly hired full-time employees shall serve a probationary period of ninety (90) calendar days. Newly hired/promoted nurse assistants who have not yet passed the State Test at the time of hire/promotion by the Facility will begin their ninety (90) day probationary period upon Riverview Nursing Facility's notification from the State that the individual has passed the State Nurse Assistant Test.

SECTION 2. All newly hired part-time employees shall serve a probationary period of one hundred twenty (120) calendar days. Newly hired/promoted nurse assistants who have not yet passed the State Test at the time of hire/promotion by the Facility will begin their one hundred twenty (120) day probationary period upon Riverview Nursing Facility's notification from the State that the individual has passed the State Nurse Assistant Test.

SECTION 3. A newly hired probationary employee may be discharged or laid off at any time during the probationary period and the Facility's decision to discharge or lay off a probationary employee shall not be subject to the Grievance Procedure, or be otherwise appealable.

SECTION 4. The probationary period of both part-time and full-time employees may be extended upon mutual agreement of the Union A.O. and the Employer up to a total of 180 days.

ARTICLE 5 MANAGEMENT RIGHTS

SECTION 1. The Union recognizes the right and authority of the Facility to administer the business of the Ottawa County Riverview Nursing Facility. Except when specifically limited by an article or section of this agreement, in addition to other functions and responsibilities which are required by law, the Union recognized that the Facility has and will retain the full right and responsibility to direct operations, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, compositions, and duties of the work force and the Department's organizational structure, the number of shifts required, work schedules, hours of work, to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To layoff employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Facility;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the Department's overall budget and uses thereof;
- K. To maintain and improve the efficiency and effectiveness of the Facility's operations;
- L. To determine and implement necessary actions in emergency situations; and,
- M. To determine the necessity to require overtime for service emergencies.

SECTION 2. The Facility and the Union agree that the specific enumeration of managerial prerogatives set forth above shall not be construed to exclude other managerial prerogatives not specifically enumerated, and that all management rights are reserved to the Facility unless specifically altered by this agreement.

The Facility agrees that it will not exercise any management rights in an arbitrary or capricious manner.

ARTICLE 6
UNION RIGHTS

SECTION 1. The Facility recognizes the right of the Union to designate up to and including ten (10) Union Delegates.

SECTION 2. The Union shall provide to the Facility an Official Roster of the Delegates, which is to be kept current at all times and shall include the following:

- A. Name
- B. The Delegates' designated area of representation.

No employee shall be permitted to function as a Delegate until the Union has presented the Facility with written certification of that person's election or appointment, and the Union shall notify the Facility, in writing, of any changes of Delegate(s).

SECTION 3. The duties and activities of the Union Delegates shall be as follows:

- A. The Delegate shall confine his Union activities during working hours to the investigation and presentation of grievances, and only upon release from his assigned activity by his immediate supervisor.

Union Delegates will request permission from their immediate Supervisor to handle grievance(s) under the provisions of the Grievance procedure article. The Supervisor shall not unreasonably withhold such permission.

- B. The Union Delegate shall conduct approved union activities in a designated area.
- C. In the event a Delegate attends a grievance hearing in accordance with the Grievance Procedure, the Delegate shall suffer no loss in regular pay or benefits if the Facility has authorized such grievance hearing to be held during regular duty hours.
- D. The Delegate shall make reasonable effort to conduct Union activities during non-working time to avoid disruption of normal work assignment. However, the Delegate shall be permitted to conduct authorized Union activities during working hours without loss of pay when it is necessary in order to provide representation to his members.
- E. The Delegate shall cease unauthorized Union activities immediately upon the reasonable order of his immediate supervisor or upon the reasonable order of the immediate supervisor in charge of the work area in which the Delegate is conducting Union activities. The Facility shall have the right to designate where union business shall not take place.
- F. Group Union meetings will be conducted away from the Facility's premises or in the multi-purpose room of the Facility on the same basis as other community groups, and

during the time when employees attending the meetings are not supposed to be working. Delegates who want to attend any Union meetings away from the Facility's premises must make arrangements for time off work by way of normal scheduling procedures. The Union organizer shall be permitted to meet with employees in a designated area with twenty-four (24) hour notice and provided such meetings do not disrupt the normal work of the employees.

- G. The Union will be allowed 15 minutes of Union Orientation for New Hires during New Hire Orientation. The Union E-board or their designee will do the orientation. This will be done at the end of orientation. Management agrees to send notice to the Union Organizer and Executive Board Member of SEIU one (1) week prior to the date of the scheduled orientation when possible but no less than three (3) days prior to the scheduled orientation.

SECTION 4. Upon advance notification to the Facility, an authorized representative of the Union shall have access to the Facility's premises to contact the delegate, briefly contact a bargaining unit member if necessarily incidental to the contact of the delegate, or attend meetings as provided herein. Such contact shall not interfere or disrupt normal work activities.

SECTION 5. When an organizer or other authorized representative of the Union needs to contact a Union member during working hours, the Director of Human Resources or designee shall either allow the employee to speak directly with the representative or shall be responsible delivering a message.

ARTICLE 7 CHECK-OFF, UNION DUES, FEES

SECTION 1. The Facility will deduct dues and initiation fees owed to the Union, from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The signed payroll deduction authorization form must be presented to the Facility by the Union. Upon receipt of the proper legal authorization, the Facility will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Facility. In accordance with this Article, the Facility will deduct any unpaid Union dues and initiation fees owed to the Union, as well as current Union dues and initiation fees from the paychecks of employees who have submitted proper legal authorization, except newly hired probationary employees working during their probationary period or intermittent, student or temporary employees. Such deductions shall be made each month for which current dues and any initiation fees are due the Union. The Facility further agrees to remit to the Secretary-Treasurer of the Union, dues and initiation fees so deducted by the end of the month for which the deductions were made. Once the funds are so remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 2. The parties agree that the Facility assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, or initiation fees. The Union shall indemnify and save the Facility harmless against any liability, claims,

actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the Facility for the purpose of complying with the provisions of this article.

SECTION 3. The Facility shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

SECTION 4. The Facility shall not be obligated to deduct dues, initiation fees, from the wages of any employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues, or initiation fees.

SECTION 5. The rate at which dues are to be deducted shall be certified to the County Auditor by the Facility, after receipt from the Union in writing of the schedule of dues and fees to be deducted for each employee. Any change in dues deduction amounts will be made as soon as practicable; however, not longer than thirty (30) days from the effective date of the change.

SECTION 6. Except as otherwise provided herein, each eligible employee’s written and voluntary signed authorization for dues deductions shall be honored by the Facility for the duration of this Agreement, subject to any rights an employee may have under law to revoke the authorization.

SECTION 7. The Employer shall withhold political action fund deductions from each pay received from those employees who have voluntarily and individually authorized such deductions by authorizing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues, in the same manner as Union dues. Employees may enroll at the beginning of each pay period and may discontinue their contribution on the first pay period of the following month after which written notification has been given to the Union by the employee.

ARTICLE 8 AGENCY SHOP

SECTION 1. All employees in the bargaining unit who upon the effective date of this Agreement have met the probationary requirements, and all other employees in the bargaining unit upon completion of probationary period, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share amount shall be certified to the Facility by the Secretary-Treasurer of the Union. The deduction of the fair share fee by the Facility from the payroll check of an employee is automatic and does not require written authorization of the employee. Payment to the Union of the fair share fee shall be made in conjunction with the regular dues deduction as provided in this Article. This fair share fee agreement between the Facility and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the bargaining unit. The provisions of Section 4117.09(C), paragraph three, of the Ohio Revised Code, apply in regard to bargaining unit employees who asset conscientious objections to payment of a service fee. The Union agrees to establish a rebate procedure for fair

share fees deducted from nonmembers of the Union in accordance with O.R.C. 4117.09 and any relevant court or administrative decision. The Union shall indemnify and save the Facility harmless against any liability, claims, actions, suits, or proceedings that may arise out of, or by reason of, any actions taken by the Facility for the purpose of complying with the provisions of this Article.

SECTION 2. The Facility shall be relieved from making such individual fair fee deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

SECTION 3. The Facility shall not be obligated to deduct fair share fees from the wages of any employee, who during any month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of fair share fees.

SECTION 4. The rate at which fair share fees are to be deducted shall be certified to the Facility by the Secretary-Treasurer of the Union. Any change in fair share deductions amounts will be made as soon as practicable; however, not longer than thirty (30) days from the effective date of the change.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The term "Grievance" as referred to in this Agreement shall mean an alleged violation by a bargaining unit employee, that there has been misinterpretation, or misapplication of specific article(s), Section(s) of the Agreement. It is not intended that this grievance procedure be utilized to effect changes in the articles of this agreement nor those matters not covered by this Agreement.

SECTION 2. In furtherance of this objective, the following procedure shall be followed, except that a grievance may be submitted to the level with the authority to adjust the grievance:

SUPERVISOR/DEPARTMENT HEAD

STEP 1. An employee having a grievance shall arrange a meeting with the employee's on duty supervisor for nursing aide personnel and the department head for other personnel for the purpose of discussing the grievance. A delegate shall have the right to attend this meeting as well as a designee from the facility. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

FACILITY ADMINISTRATOR OR DESIGNEE

STEP 2. The employee shall reduce the grievance to writing, sign it, and with the Delegate, present the grievance to the Administrator of the facility within twenty (20) calendar days of the occurrence giving rise to this grievance or, within twenty (20) days of the time an employee shall reasonably have known of the incident giving rise to the grievance.

Within fifteen (15) calendar days of receipt of the grievance, the Administrator shall hold a meeting with the grievance and delegate and issue a written decision within ten (10) calendar days of the meeting.

ARBITRATION

STEP 3. If the decision of the Administrator of the facility or Designee is not satisfactory, then the union shall notify the facility in writing within fifteen (15) calendar days after the response that the grievance is to be submitted to arbitration. The Union must write and request an Arbitrator panel from FMCS within thirty (30) days after the response from the administrator of the facility or Designee. Failure to timely notify the facility of intent to arbitrate and/or to request an arbitrator panel will result in the grievance response at the Administrator's (Step 2) level becoming final. The Union will bear the initial cost of the Arbitrator panel. If an Arbitrator is actually selected and hears the case, the facility will reimburse the Union for one-half of the cost of the panel. An arbitrator who is a member of the National Academy of Arbitrators shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may provide a panel of seven (7) arbitrators. Within fifteen (15) calendar days after receipt of such panel, the parties shall meet to select the arbitrator by striking from the panel. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation service and request another list, at the parties' own expense, but neither party may reject the entire list more than once in regard to a particular grievance. An arbitrator must be selected within thirty (30) days of receipt of the arbitrator panel and a hearing scheduled as soon as possible or the Administrator's Step 2 answer will become final. Any delays in scheduling/conduction the hearing attributable to the union will result in the tolling of any liability to the facility if any monetary award is granted by the Arbitrator.

SECTION 3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Services. The arbitrator shall hold the arbitration promptly. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. If an employee is disciplined or discharged as a result of conduct relating to a resident, the failure or inability of the resident to appear and testify in any arbitration proceeding involving the employee shall not be taken by the arbitrator to be in any way prejudicial to the presentation of the case by the facility nor shall the arbitrator draw any unfavorable inference from such failure or inability to appear. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In any discharge or disciplinary suspension case where

there is an award of back-pay, the facility shall be entitled to full credit on such award for the employee's gross interim earnings, unemployment compensation benefits, workers' compensation benefits, and any other compensation of the employee from any form of employment which was received or is receivable during the period the employee is not working for the facility. Such credit will not be given for outside employment of an employee engaged in at the time of the discharge or suspension to the extent such employment is not enlarged following the discharge or suspension. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 or not 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's decision and award shall be final and binding upon the facility, the Union, and all affected employees. The arbitrator's decision shall adequately set forth the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator shall render his/her award within thirty (30) days of the date of the hearing, or within thirty (30) days of the date the briefs were filed, whichever is later. All costs involved in obtaining the list of arbitrators shall be shared equally by the parties. The expense of any witness, if any, shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's records, or request a copy of any transcript. The expense of the arbitrator shall be borne equally by the facility and the Union, except that the party causing cancellation of an arbitration for reasons other than settlement shall pay the cancellation costs of the arbitrator and any cancellation costs of the court reporter.

SECTION 4. Failure by the employee to reduce the grievance to writing and present it within the time limits set forth in Step 2 of the Grievance Procedure or to appeal it within the time limits set forth in Step 3 of the Grievance Procedure shall result in dismissal of the grievance.

SECTION 5. Failure by the facility to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

SECTION 6. Where a group of bargaining unit employees desire 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 7. All matters arising under this Agreement that would otherwise be appealable under O.R.C. Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

SECTION 8. The Union and Management may mutually agree to mediation through FMCS or other mutually agreeable mediation service prior to Step 3 of the grievance process. A voluntary agreement to undergo mediation will automatically stay the timeline to pursue a grievance to Step 3 of the grievance procedure. The Union will have fifteen (15) calendar days after the mediation hearing to submit the grievance to arbitration under Step 3 of the grievance process.

**ARTICLE 10
NO STRIKE/NO LOCKOUT**

SECTION 1. During the term of this Agreement, the Union and its members, individually and collectively, will not directly or indirectly cause or take part in any strike, sympathy strike, slowdown or other curtailment or restricting or interfering with the operations of the Facility. The Facility agrees not to engage in any lockout during the term of this Agreement. The parties recognize the right of the Facility to take disciplinary action, including discharge, against any employee or employees who instigate or participate in a violation of the section, whether such action is taken against all of the instigators or participants or against only selected instigators or participants. Any employee disciplined or discharged for a violation of this section shall have recourse to the grievance and arbitration procedure under this Agreement solely as to the issue of whether or not the employee instigated or participated in a violation of this section, but not as to disciplinary action taken. The Facility shall have the right to seek such remedies as a court may deem appropriate for a violation of the provisions of this section. In addition, the Union will within twenty-four (24) hours of a request by the Facility, call a meeting of the employees and notify the employees of its disapproval of such action, instruct the employees to immediately cease such action at such meeting and by posting of appropriate notices in and around the Facility's premises and by such other action as the Union deems appropriate, advise the Facility in writing that such action by the employees has not been called for by the Union, and keep the Facility informed as to its efforts to end the employee's violation of this section.

**ARTICLE 11
DISCHARGE AND DISCIPLINE**

SECTION 1. The Facility may conduct an investigation of any alleged violation committed by an employee of the Facility's rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a truthful and accurate written report concerning any such alleged violations.

SECTION 2. No employee shall be discharged, removed, or otherwise disciplined, except for just cause.

SECTION 3. PERSONAL CONDUCT.

To assure the proper operation of the facility, it is necessary for employees to be aware of and follow the guidelines set forth. We know that the majority of our employees already follow these guidelines. However, when problems occur it may become necessary to take corrective action. The following procedure may be used in these cases:

Verbal Warning is used as notification of unacceptable work conduct or other infractions, normally conducted by the department director, immediate supervisor or Human Resources. A form for documenting verbal warning is available in the Human Resources Department and the form will be placed in the employee's personnel file.

Written warning is a documented reprimand for notification of infractions of work conduct or a policy violation. Again, this normally will be conducted by the department director, immediate supervisor or Human Resources and will include discussion as to what further action may be necessary if the situation continues. Written warning forms are also available in the Human Resources Department and the form will be placed in the employee's personnel file.

Final written warning is a documented reprimand for notification of infractions of work conduct or a policy violation. This notification is may be done after verbal and/or written warning has failed to change the behavior and/or for infractions that are of a serious nature and as a means of notifying the employee that their behavior is unacceptable and must change immediately or further disciplinary action will result in dismissal.

Suspension is a leave of absence without pay (paid time may not be used for compensation) for up to three (3) days for serious misconduct or failure to respond to corrective action through the steps above. The days of suspension are at administrative discretion based upon seriousness of the offense and may not be considered additions in the progressive discipline process.

Dismissal is when the facility terminates an employee's employment with the facility for serious misconduct or failure to respond to corrective action through the steps above. Offenses warranting discipline are cumulative. For example: If an employee receives a verbal warning for any offense, a second offense progresses him/her to a written etc. Each specific case is investigated carefully to ensure proper corrective action is taken. Violation of the rules is cause for corrective action and may range from verbal warning to dismissal; employees may be required to participate in the EAP as part of discipline. Required participation will not result in cost to the employee. Levels of discipline may be progressive or may skip levels based upon the seriousness of the offense. Verbal, Written and Final Written Warnings will be deemed inactive from the personnel file after 12 months have elapsed from the last offense. Suspensions are deemed inactive from the personnel file after twenty-four (24) months have elapsed from the last offense.

SECTION 4. Management agrees to include on all discipline a notice of no longer than one (1) page prepared by the Union regarding the employee's grievance rights under the CBA and the Union delegate contact information. Whenever Facility determines that an employee's conduct may warrant a discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled, except as specified below in this article, to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notice shall also advise the employee of his rights to be represented at the conference by a delegate and/or union representative. Said conference must take place within ten (10) work days from when notice is given, and the time, date and place will be by mutual agreement.

Within 30 calendar days of the time the Department Head or Human Resources knows or should reasonably have known of a disciplinary infraction that could result in loss of pay or termination, the Facility shall give notice that an employee is under investigation. Verbal warnings, written warnings, or final written warnings will be issued in person or by certified mail within 21 calendar days from the date of the incident.

SECTION 5. When an employee is relieved from duty on an unpaid status prior to a conference, a conference shall be held with the employee and the Union prior to the end of the next scheduled work day (excluding weekends and holidays) unless otherwise scheduled or agreed to by the parties.

ARTICLE 12 SENIORITY

SECTION 1. Seniority is defined as an employee's uninterrupted length of continuous service with the facility since the most recent date of the employee's employment by the facility, except as otherwise herein provided. Seniority shall be applicable as expressly stated in this Agreement.

SECTION 2. For purposes of placement on the wage grid only, retired employee re-hired into his/her former classification within one (1) year of his/her break in service shall be hired in the classification at a rate of pay on the wage grid closest to the rate of pay he/she was receiving at the time of his/her break in service without exceeding the amount he/she was receiving at the time his/her break in service.

This addresses solely the individual placement on the wage grid. Retired employees hired after a break in service will receive no credit for prior service towards seniority and benefits.

SECTION 3. Seniority and employment shall be terminated and continuous service broken upon the happening of any of the following events:

- A. An employee quits or resigns;
- B. An employee retires;
- C. An employee is discharged for just cause;
- D. An employee fails to return to work within ten (10) calendar days after receipt of a notice of recall;
- E. An employee is absent for three (3) consecutive work days without giving the facility notice of such absence and fails to give the facility satisfactory reasons for his absence or his failure to give the facility notice of his absence;
- F. An employee fails to return to active service immediately following the expiration of an approved leave of absence; or
- G. An employee who accepts employment with another employer during the period of an approved leave of absence.

SECTION 4. The facility shall post a seniority list, once every six (6) months, on the Union Bulletin Board, reflecting the length of each employee's continuous service.

SECTION 5. In the event that two (2) or more employees commence service with the facility on the same day, the following criteria shall be utilized to determine the most senior employee:

- A. The facility will utilize the earliest date and time each employee was interviewed for employment to determine the more senior employee. After the effective date of this agreement, the Employer shall ensure that interview dates and times are documented.
- B. If the interview time is not documented, the date on the Employment Application will determine the most senior employee.
- C. Employees who are contingent status shall not hold seniority over part-time and full-time bargaining unit employees for purposes of bidding into posted vacancies.

ARTICLE 13 LAYOFF AND RECALL

SECTION 1. The Facility shall determine when and in which classifications layoffs will occur and will notify the Union as soon as practicable with such notice including the names and classifications of affected employees.

SECTION 2. In the event any layoff is implemented:

- A. There shall be an opportunity for any employee to volunteer for layoff; and
- B. Employees with the least seniority within the classification shall be laid off first.

A laid off employee shall have the right to bump an employee with less house seniority in another classification as long as they have the qualifications to perform the job duties.

Employees who are laid off shall be placed on a recall list for a period of one (1) year.

In order to properly weight employees' seniority whether they are laid off or not, vacant positions shall first be posted in-house in accordance with Article 14, Section 1, Vacancies and Bidding. If the vacancy is not filled in-house the most senior employee in the appropriate classification on the recall list will be contacted by phone. If no contact is made after three (3) business days a notice of recall will be sent to the employee as provided in Article 13, Section 3 below.

Employees that are laid off shall have the option to keep any accrued and unused vacation or comp hours on the books throughout the one year lay-off period. Vacation and comp hours will only be paid out at the time of layoff by request upon completion of an Off Premises Form. Employees who are not recalled during the one (1) year period will automatically be paid all accrued and unused vacation and comp time retained on the books.

SECTION 3. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee.

SECTION 4. If the most senior member of the recall list decides to decline the open position, he/she must do so in writing to the Human Resource Department within five (5) calendar days from the phone call contact or receipt of the written notice.

SECTION 5. During the recall process, administration may at its discretion and based upon the operational needs of the facility, place a temporary employee in the open shifts as a way to avoid/reduce the use of overtime.

SECTION 6. An employee who has been laid off and recalled within one year will have the time on layoff credited to them for purposes of the perfect attendance bonus under Article 38. An employee who has been laid off for three months or more and recalled within one year will get two points removed from their attendance record not resulting in a negative point accrual.

ARTICLE 14 VACANCIES AND BIDDING

SECTION 1. Whenever the Facility determines that a permanent vacancy exists or there is a permanent vacancy in a newly created position within the bargaining unit, such vacancy shall be posted upon the union bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by notifying the Facility of his desire to obtain the position in writing. Bids must be submitted to the Human Resource Department and file stamped no later than 4:00 p.m. on the last day of the seven (7) calendar day posting period. A file stamped copy of the bid will be provided to the applicant, if requested. The Facility shall not be obligated to consider any application submitted after the posting period has expired or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position. The job posting will contain: (1) position title; (2) department; (3) wage ranges; (4) minimum qualifications; (5) brief description of duties; and (6) deadline for employee response.

SECTION 2. The Facility shall give first consideration to those timely filed applications of employees already within the bargaining unit. However, if the Facility determines that no applicant from within the bargaining unit is qualified to perform the duties of the vacant position or no one in the bargaining unit bids the job, the Facility shall then be free to fill the vacancy.

SECTION 3. A vacancy shall be filled by the most senior qualified applicant who bids on the job. Qualifications shall be determined by experience and ability to perform the work.

SECTION 4. The Facility shall notify the winning bidder before the posting of the first draft schedule.

SECTION 5. For purpose of this Agreement, the term “Promotion” shall mean the act of placing an employee in a position in the bargaining unit which carries a higher salary range than that previously held. For purpose of this Agreement, the term “Transfer” shall mean the act of placing an employee in a position in the bargaining unit which carries the same, or a lower, salary range than that previously held.

SECTION 6. If an employee is selected for promotion, he shall be compensated at the appropriate rate commencing upon the first day he is assigned to and works in the position.

SECTION 7. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. If, during that sixty (60) calendar day probationary period, the employee decides that he does not want to keep the position or if during that sixty (60) calendar day period the Facility decides that the employee's performance is unsatisfactory, the employee shall be returned to his former position.

SECTION 8. Any employee transferring from one position to another will be required to:

- A. Accept a minimum of a sixty (60) day probationary period in his/her new position.
- B. Evaluations will occur at the thirty (30) and sixty (60) day intervals by the Department Head. If the Facility decides the employee's performance is unsatisfactory, the employee will be returned to his/her former position.
- C. A four-week notice or notice prior to the beginning of the next schedule is required for transfers to be effective between departments. Department Heads may waive this provision if mutually agreeable.
- D. An employee dissatisfied with their new position may, during the sixty (60) day evaluation, request a return to the position they previously worked in starting with the next schedule unless there is a mutual agreement to return at an earlier time. The Department Head from the original department will have decision making authority to allow the employee to return or not. Human Resources will provide options for the dissatisfied employee based on availability and need of the facility.
- E. When approval for return is given, the employee will:
 - a) Return to former status – part-time/full-time;
 - b) Return to former classification and shift;
 - c) Return to former wage; and
 - d) Position assignment to be made by Department Head.
- F. Refrain from bidding on an open position until the end of their sixty (60) day probationary period unless mutually agreed between the Facility and the employee.

SECTION 9. Activity Aides are designated STNAs who are assigned the duties of activity aide as their regularly scheduled job assignment. However, STNAs performing activity aide duties (hereinafter "activity aide STNA") will be subject to required pre-mandation and last-minute mandation on the floor and must pick, or will otherwise be assigned, "work availability days" for the floor under Article 25 Scheduling Posting Section 4. The "work availability day" assigned or chosen must be a shift that a non-activity aide STNA would ordinarily be scheduled to work. The

activity aide STNAs must also be available for up to two (2) hours after the start of their assigned “work availability day” as set forth in Article 25 Scheduling Posting, Section 4.

In the event the activity aide STNAs need to call off work, they are required to call a supervisor no later than 6 a.m. the day of call off. For the activity aide STNAs that begin the shift at 11:30 a.m., they are required to call no later than one hour before the start of their shift. Failure to do so will subject the activity aide STNA to discipline under the Absenteeism Control Procedure.

ARTICLE 15 EMPLOYEE STATUS

SECTION 1. The terms “Employee” or “Employees” whenever used in this Agreement shall include both sexes.

Full-time Employees: Full-time employees are those employees regularly scheduled either:

Five (5) eight (8) hour shifts	(40 hours);
Four (4) ten (10) hour shifts	(40 hours); or
Three (3) twelve (12) hour shifts	(36 hours) per week.

Regular Full-time employees shall receive full-time benefits as agreed to elsewhere in this Agreement.

Part-time Employees: Part-time employees are those employees regularly scheduled less than thirty-six (36) hours per week on a twelve (12) hour shift schedule or less than forty (40) hours on an eight hour shift schedule. Part-time employees who average thirty-six (36) or more hours on a twelve (12) hour shift schedule or forty (40) hours or more on an eight hour shift schedule per week during each calendar quarter will be eligible for full-time health insurance benefits for the following calendar quarter.

Temporary Employees: Temporary employees are those employees engaged for a period of time intended and expected to be of limited duration.

Intermittent Employees: Intermittent employees are those employees engaged from time to time for a period intended and expected to be of limited duration. Intermittent employees shall be used to fill any vacancies such as absent, ill vacationing, excused absent employees or emergency situations.

SECTION 2. Nothing contained herein shall be construed as restricting the Facility pursuant to management rights, from restructuring the schedules or the time period for which employees may be scheduled to work. Seven (7) days written notice will be issued to the SEIU Organizer of the establishment of significant new regular shifts. If requested by the SEIU Organizer, a meeting will be held to discuss the effects of the significant change.

ARTICLE 16
HOURS OF WORK AND OVERTIME

SECTION 1. This Article is intended to define the normal hours of work per day or week in effect at the time of this Agreement. Nothing contained herein shall be construed as preventing the Facility from restructuring the normal work day or work week; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours of work per day or week, provided, however, if the work force is to be reduced, it shall be accomplished by lay-off rather than any reduction of hours for part time employees.

SECTION 2. The standard workweek for full-time employees shall be forty (40) hours for those who work on an eight (8) hour per day schedule and thirty-six (36) hour/week for those on a twelve (12) hour per day schedule exclusive of time allotted for unpaid meal breaks.

SECTION 3. Overtime or compensatory time shall be received by employees for time in excess of forty (40) hours per week. There shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime.

SECTION 4. Overtime, approved by the supervisor or department head, shall be offered to employees qualified to perform the available work within the department or classification. A supervisor will use the same mandate/OT signup sheet each shift to fill vacancies, post-schedule posting and will then attempt to schedule contingent/intermittent staff. If the contingent/intermittent staff and overtime sign up, which gives all employees the opportunity for overtime per seniority, does not accomplish filling of staff needed, the supervisor will ask staff on duty and call staff off duty in accordance with the Facilities need and may then mandate per seniority list on a rotating basis to provide a sufficient number of employees to complete the work.

- A. Overtime shall be compensated for all hours in active pay status in excess of forty (40) hours per week and shall be paid at one and one-half (1-1/2) times regular rate of pay.
- B. Compensatory time will be granted at a rate of 1-1/2 times the overtime hours earned. The employee has the right to choose compensatory time or overtime pay. This request for compensatory time must be made to the Business Office. The employee cannot change their decision more than once a calendar year.
- C. No more than one hundred twenty (120) hours of compensatory time may be accumulated. Of the one hundred twenty hours (120), sixty hours, plus any carryover, may be used as time off or cashed out upon the written request of the employee. The other sixty (60) hours earned, may only be used as a payout. Once the employee reaches one hundred twenty (120) hours of compensatory time, their status will automatically return to overtime pay status (minus carryover).

- D. When the maximum hours of compensatory time is reached, payment for overtime work shall be made in cash. No more than twenty (hours of comp time may be carried into the next year.)
- E. Upon termination of employment, an employee shall be paid for unused compensatory time that is accrued but unused.
- F. Hours not worked, but paid for because of vacation shall be considered as active pay status for the purpose of calculating an employee's entitlement to overtime.
- G. Compensatory time requests must be made in writing in accordance with normal scheduling procedures in advance of anticipated time off unless such time off is required because of emergency nature, then such requests shall not be unreasonably denied.

SECTION 5. In the event that an unpredictable service related emergency exists whereby the Facility is liable for controlling such an emergency, overtime shall be required of those employees qualified to perform such emergency work and currently at work and then on a rotating seniority basis (same as last minute mandation).

SECTION 6. The remedy for meritorious grievances claiming any improper assignment of overtime under this article will be to offer the employee the next available overtime the employee is qualified to perform, except where there is a purposeful intent to evade the provisions of this section.

SECTION 7A. Employees required or authorized to attend workshops and/or training shall be compensated in accordance with this Article. Employees who are on the County Benefit Committee, and the Health and Safety Committee will be paid their regular hourly rate of pay.

SECTION 7B. Employees required to attend mandatory in-services will be paid a minimum of one (1) hour at the applicable rate of pay. However, if pre-approval is granted by the Administrator or his/her designee for the absence, and when possible, the Facility will provide a make-up date or video in-services for those employees. The Facility will make a good faith effort to schedule an adequate number of training sessions.

SECTION 8. Recognizing that operations of the Facility continue twenty-four (24) hours a day, three hundred sixty-five (365) days a year, the Facility, consistent with current practice, will make a good faith effort to schedule fifty (50) percent of weekend days off.

SECTION 9. Temporary transfers from one classification to another will be done by reverse seniority.

SECTION 10. LOW CENSUS:

- A. When a shift has extra staffing, employees may take time off without pay and not be charged with the five (5) allotted AWOL days per calendar year provided the time off has been pre-approved in writing by the employee's Department Head and/or Administrator.

When there is extra staffing, if the employee has paid leave on the books, he/she may elect to take the accrued paid leave.

- B. Call offs may not be used as an extra staffing/low census day.
- C. Health Insurance will continue uninterrupted for time off due to extra staffing/low census.
- D. Vacation accrual will not continue and will be adjusted based on the unpaid hours taken (a 40 hour per week employee accruing 2 weeks of vacation per year choosing to take 1 unpaid day during the pay period would accrue 2.76 hours of vacation instead on 3.07 in that pay period.)
- E. An extra staffing/low census shift is determined based upon administrative discretion, the staffing levels and the daily census and acuity of the residents.
- F. Extra staffing/low census shifts will be offered by highest seniority basis once the affected shift has started. Employees electing to take the offer to leave the shift must fill out an Off Premise Slip prior to leaving the building to elect what benefit, if any, selected for the remainder of the shift. If no Off Premise Slip is filled out, it will be assumed no pay is selected for that shift.
- G. If all staff elect not to utilize the extra staffing/low census offer voluntarily, contingents will be sent home by seniority first and then any staff on an extra scheduled day would be sent home by seniority. (These are employees on a volunteer shift or a mandated shift) Employees that were called in to work for a shift that day and then were not needed or are working a regular scheduled shift will not be required to go home.
- H. The facility will review the definition/criteria for extra staffing/low census as needed.

ARTICLE 17 UNPAID LEAVE OF ABSENCE

SECTION 1. A personal leave of absence without pay may be granted upon written request for a period of up to six (6) months for personal reasons. Such leaves may be extended upon written request for an additional six (6) months, not to exceed a period on one (1) year. The authorization of a leave of absence without pay is solely a matter of administrative discretion and each request will be decided by the employer based upon its merits. An employee must request an unpaid leave of absence according to the operational requirements of the employer.

SECTION 2. Upon completion of one (1) year of service, a leave of absence may be granted upon written request for a period of up to one (1) year for entering an educational program leading to a degree or certification. The leave granted may be extended for a period of an additional one (1) year upon written request and will be subject to approval of the facility.

SECTION 3. Such leaves shall not be unreasonably requested by employees nor shall be unreasonably denied by the facility.

SECTION 4. Employees appointed or elected to Union positions or office shall be granted an unpaid leave of absence not to exceed his/her term of office or position. At no time shall more than two (2) employees from different departments, unless they are STNA's, be off on Union leave at any one time.

For each year of this Agreement, the Union will be entitled to a total of six (6) unpaid leave of absence days for delegates required attendance at meetings on behalf of the Union. The employee may substitute paid time.

In addition to the unpaid days for the Local, one (1) employee elected to the Executive Board of the Union shall be allowed time off without pay, not to exceed one and one-half (1-1/2) days, four (4) times per year, or may use their personal or vacation time to attend meetings and or conferences subject to scheduling set out below.

The Union will notify the Employer, in writing, at least two (2) weeks prior to the use of Union leave. The Union agrees that by the use of this Union Leave provision, no overtime situations will be created, and the days shall be scheduled as not to interfere with the operations of the Employer.

SECTION 5. The provisions of State and Federal Law shall prevail for all aspects of military leave.

SECTION 6. When an employee returns from a leave of absence within one year, the employee is to be returned to the same classification. If an employee is on an approved leave of absence longer than one year, he or she shall be returned to the same or similar classification as vacancies occur.

SECTION 7. Family and Medical Leave: the facility will follow all applicable Federal and State laws and the County policy regarding Family Medical Leave.

SECTION 8. Any employee covered by Ottawa County health insurance on an approved leave of absence without pay may continue coverage under the County plan, at their own expense through COBRA. Health Insurance coverage will be provided in accordance with Federal Law for those employees on an approved Family Leave of Absence.

SECTION 9. When an employee fails to return to work upon the expiration of an authorized leave of absence without pay, that employee shall be considered as having resigned from the position.

SECTION 10. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit or other earned benefits. However, seniority shall accrue while on an approved leave of absence.

SECTION 11. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the appointing authority may cancel the leave and provide the employee with a written notice directing the employee to report for work or may discipline the employee up and including discharge.

ARTICLE 18 HEALTH AND SAFETY

SECTION 1. The facility and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

SECTION 2. The Union agrees that careful observance of safe working practices and Facility safety rules is a primary duty of all employees. The facility agrees to uniformly enforce safety rules without discrimination.

SECTION 3. It shall be the responsibility of all employees to immediately report all unsafe equipment and conditions to the facility.

SECTION 4. Consistent with legal obligations, the facility and its Employees shall adhere to the OSHA Standard on Blood borne Disease Precautions and Universal Precautions. The facility shall provide the required training and necessary clothing to meet those standards and the employees will be required to attend such training and cooperate with wearing necessary clothing.

SECTION 5. Consistent with its legal obligations, the employer agrees to provide, at no cost, any immunizations or vaccinations, including Hepatitis B, as required by the Employer upon request by an employee with exception of mandatory immunization. The employee agrees to hold the employer harmless for any liability which might arise as a result of the employee receiving such immunization or vaccination.

SECTION 6. As determined by the Employer, required equipment and accessories needed to perform duties shall be provided. Such equipment and accessories shall remain the property of the Employer.

SECTION 7. When known, the Employer shall advise employees of the medical conditions and precaution designations of residents, in order to reduce the risk of infection and communicable disease. Such disclosure shall be subject to and limited by the patient's rights to confidentiality and to applicable state or federal law.

SECTION 8. When known, and as required by state or federal law, employees shall notify their supervisor or department head that they have a medical or physical condition which provides a risk of infection or transmission to residents or co-workers.

SECTION 9. The facility will replace or reimburse for the cost of repair items of employees, such as eyeglasses, that have been damaged or destroyed during the course of employment provided the employee advises his/her supervisor of such fact as soon as possible after the

incident occurred, an incident report is filled out by the employee which sufficiently substantiates the circumstances of the damage, and the employee brings a receipt and/or Explanation of Benefits showing that the item had been purchased.

SECTION 10. Provided a safety issue is presented as a labor/management agenda item, the facility will make a good faith effort to request the presence of the County Safety Coordinator.

ARTICLE 19 VACATIONS

SECTION 1. All full-time employees begin earning annual vacation leave from their hiring date as follows:

- A. Less than one (1) year of service completed, no vacation can be used. Employees leaving before the first twelve (12) months of service will receive no vacation pay.
- B. One (1) year of service, but less than eight (8) years completed; eighty (80) hours or ten (10) working days. Vacation is earned at 3.1 hours per eighty (80) hours or 2.81 hours per 72 hours for selected Nursing personnel or at .039 per compensated hour by Riverview Nursing Facility.
- C. Eight (8) years of service, but less than fifteen (15) years completed; one-hundred-twenty (120) hours or fifteen (15) working days. Vacation is earned at 4.6 hours per eighty (80) hours or 4.16 hours per seventy-two (72) hours for selected Nursing personnel or at .0575 per compensated hour by Riverview Nursing Facility.
- D. Fifteen (15) years of service, but less than twenty-five (25) years completed; one-hundred-sixty (160) hours or twenty (20) working days. Vacation is earned at 6.2 hours per 80 hours or 5.58 hours for seventy-two (72) hours for selected Nursing personnel or at .0775 per compensated hour by Riverview Nursing Facility.
- E. Twenty-five (25) years or more of service completed, two-hundred (200) hours or twenty-five (25) working days. Vacation is earned at 7.7 hours per eighty (80) hours or at 6.91 hours per seventy-two (72) hours worked for selected Nursing personnel or at .096 per compensated hour by Riverview Nursing Facility.
- F. With the permission of the Facility, vacation credit may be accumulated to the maximum of that earned in three (3) years. When vacation credit is accumulated over one (1) year, a letter of consent must be obtained from the Facility. Credit in excess of three (3) maximum years will be eliminated from the employee's vacation leave balance.

SECTION 2. Part-time employees will be credited with vacation following the same formula used for their shift classification of 40 hours a week full time employees, based on the number of hours compensated by the Facility in each pay period. (i.e., an 8 hour part time employee would be compensated 8 hour full time employees).

SECTION 3. Annual vacation schedules shall be arranged at the administrative discretion of the Department Head or supervisor with the general approval of the Administrator. All vacation leaves must be requested and approved on a form designated by the Nursing Facility. The Facility will respond as to approval or denial of the time requested within seven (7) calendar days of the day the request form is received. At the end of the first year of service, the employee will be credited with the appropriate hours of vacation as accumulated. At the end of the twelve (12) months, he/she would be entitled to eighty (80) hours of paid vacation, or a lesser amount depending on the calculation identified above.

SECTION 4. Vacation leave requires prior authorization from the employee's supervisor. Vacation taken without notice will be considered "absence without leave" and subject the employee to dismissal. For non-nursing departments, two employees from the same department working the same shift may take vacations at the same time, unless otherwise determined by the Facility Administrator or his/her designee based upon operational need. For nursing department employees, two (2) employees working the same shift may take vacation at the same time, unless otherwise determined by the Facility Administrator or his/her designee based on operational need.

SECTION 5. Employees who reach twenty-five (25) years of service with the Facility will receive a onetime credit of 40 hours vacation time.

SECTION 6. An employee may buy out up to two (2) weeks of vacation (maximum 80 hours) by submitting a request on or before the employee's anniversary date. Payment will be made with the regular pay the following pay period.

ARTICLE 20 HOLIDAYS

SECTION 1. Ten (10) holidays will be observed during the year as follows:

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

The above holidays will be observed on the date designated above only, and paid in accordance with Section 2 below.

Payment will not be made for holidays which occur during LOA. If a holiday occurs during a period of sick leave, bereavement leave or vacation, the full-time employee will be regarded as

having been off duty and draw their normal holiday pay without being charged for a sick leave, bereavement leave or vacation day. However, an employee may elect, in writing, to receive vacation pay at straight time in addition to holiday pay for a holiday which falls during an employee's scheduled vacation provided this will not apply to single vacation days.

Premium holiday pay will be paid only for that portion of the day of which the employee actually worked, up to a maximum of eight (8) hours.

SECTION 2. If a full-time employee's work schedule is other than Monday through Friday, he/she will be entitled to the holiday pay for the holidays observed on his/her day off. If the employee is required to work on a holiday, he/she will be paid for the time worked as follows:

- A. Full-time employees on a forty (40) hour work week schedule will receive two and one half (2-1/2) times pay for working the following six (6) major holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- B. Full-time employees on a thirty-six (36) hour work week, selected Nursing personnel, will be paid two (2) times their pay for a maximum twelve (12) hour work day for working the six (6) major holidays.
- C. Full-time employees on a forty (40) hour workweek will receive two (2) times their pay on all minor holidays.
- D. Full-time employees on a thirty-six (36) hour workweek, selected Nursing Personnel, will be paid eight (8) hours holiday pay plus straight time pay for twelve (12) hours worked on all minor holidays.
- E. Full-time employees scheduled to work four (4) days a week, ten (10) hours a day will receive eight hours of holiday pay for all holidays they are scheduled to work in addition to regular pay for hours worked on minor holidays and regular pay plus a four (4) hour premium holiday pay on major holidays.

Major Holidays
12 hours worked
8 hours holiday pay
4 hours premium pay

Minor Holidays
12 hours worked
8 hours holiday pay

Full

20 hours pay for 36 hour personnel

<u>Major Holidays</u>	<u>Minor Holidays</u>
8 hours worked	8 hours worked
8 hours holiday pay	8 hours holiday pay
4 hours premium pay	
<hr/>	
20 hours pay for 40 hour a week personnel	16 hours pay for 40 hour personnel

<u>Major Holidays</u>	<u>Minor Holidays</u>
10 hours worked	10 hours worked
8 hours holiday pay	8 hours holiday pay
4 hours premium pay	
<hr/>	
22 hours pay for 4 day, hour a day personnel	18 hours pay for 4 day 10 hour a day personnel

- F. Full-time employees scheduled to work four (4) days a week, ten (10) hours a day on a regular basis will receive eight (8) hours of holiday pay for holidays they are not scheduled to work.

SECTION 3. The eight (8) hours straight time pay that the employee receives as holiday pay whether he or she works on such holiday or not shall not be pyramided, and shall not be included in calculating the employee's overtime rate for FLSA purposes.

SECTION 4. All part-time employees will be paid twice their rate of pay up to eight (8) hours on all major and minor holidays that are worked.

SECTION 5. Any employee who calls off sick the day before, the day of the holiday or the day after a paid holiday will be required to present a doctor's note in order to receive sick and holiday pay benefits.

ARTICLE 21 SICK LEAVE

SECTION 1. Sick time shall accrue per pay period (Yearly accumulation is based on 2.3 hours/80 hour pay period or 2.3 hours/72 hour pay period for or at .032/hourly for part time 12 hour shifts; and .029 for part time 8 hour shifts according to the hours earned.)

Employees who reach twenty (20) years of service with the Facility, shall receive a onetime dump of 40 hours of sick time.

Sick leave will be granted for the following reasons:

- A. Pregnancy.
- B. Exposure of the employee to a contagious disease which could jeopardize the health of the other employees and/or the residents. The Department of Health shall have the authority to place an employee on sick leave if he/she feels that person is infectious; If

the Department of Health places an employee on sick leave for a reportable infectious disease, the employee shall not accumulate any attendance points for this mandated leave.

- C. Illness or injury of the employee or when a physician deems medically necessary for a member of the immediate family living in the same household. If the member of the immediate family is not living in the same household, the Administrator may grant sick leave at his/her discretion. If the member of the immediate family is a child under eighteen (18) and not living in the same household, sick leave may be granted provided the employee submits medical certification.
- D. Medical, dental, chiropractor, or optical examinations for the employee. Medical, dental, chiropractor, or optical examinations for a member of the employee's family living in the same household that could not be scheduled during time off, when doctor's certification is provided to the Facility within three days of the appointment. If the member of the immediate family is not living in the same household, the Administrator may grant sick leave at his discretion. After a final schedule is posted, all medical, dental, chiropractor or optical examinations for the employee or member of the employee's family living in the same household will require a medical certificate from the practitioner's office to verify the patient was seen in order to receive sick time for appointment.
- E. The definition of immediate family is as follows: grandparents, father, mother, father-in-law, mother-in-law, step parent, brothers, sisters, brother-in-law, step brother, sister-in-law, step sister, sons, daughters, son-in-law, daughter-in-law, current spouse, spouse's grandparents, grandchildren, step child, a person for whom an employee is a legal guardian, or other person who stands in place of a parent.
- F. If an employee has scheduled vacation, personal days, or compensatory time; or calls off sick, but does not have any leave time available for the type of leave requested, the Facility may either dock the employee or charge the time against other available leave time. In addition, the employee will incur any discipline that may be called for by the Facility's personnel policies or under the collective bargaining agreement.

SECTION 2. When an employee is unable to work due to illness or injury, he/she shall see that the Facility Administrator or his/her designee is notified as soon as possible on the first day of absence, but no later than two (2) hours prior to his/her regular shift time, and daily thereafter until a medical certificate is supplied. If such notification is not made regularly by the absentee, he/she may be charged with leave without pay. Failure to do so for a period of three (3) days will constitute "absent without leave" which can result in dismissal. Since residents cannot be left without proper supervision and care, prompt notifications must be made as to the progress of the illness and the approximate length of time the employee will be absent.

SECTION 3. Application for sick leave with intent to defraud can result in dismissal and refund of salaries or wages paid. Any ill employee can be out for two (2) consecutive work days without the need to present a medical certificate, but three (3) or more consecutive work days of illness will require a medical certificate. The failure to present such a certificate will result in loss of pay

for the time absent over two (2) consecutive work days and will result in receiving 1 point in the Attendance Point System (See Article 41)

SECTION 4. A part-time employee is to be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work and for the normal number of duty hours. Sick leave payment will not exceed the normal scheduled work day earnings.

SECTION 5. Documentation required for the use of sick leave includes the following:

- A. For each use of sick leave, the appointing authority shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If the Facility suspects abuse of sick leave, the Facility may require an employee to submit a certification from a licensed physician to justify the use of sick leave.
- B. If medical attention is required, a certificate from a licensed physician shall be required to justify the use of sick leave of three (3) consecutive working days or more.
- C. Falsification of the written, signed statement shall be grounds for disciplinary action, including dismissal. Employees who fail to comply with sick leave rules and regulations shall not be paid for the scheduled days.
- D. Where sick leave is required to care for members of the immediate family, the Supervisor may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member.
- E. Documentation must be submitted immediately (the first day returned to work) or at regular intervals during the period of a long medical absence. Failure to submit documentation as required will result in loss of sick leave pay for the scheduled days.
- F. A full-time employee, who has exhausted all sick and vacation benefits, must use a AWOL day without pay. The maximum amount of time that can be used for this AWOL day is five (5) working days between January 1st and December 31st of each calendar year. When the cumulative amount within the year is more than five (5) days, the employee will be required to reimburse Riverview Nursing Facility for other paid benefits, for example health insurance, life insurance, etc. This means that on the sixth (6th) day taken within the calendar year, the employee owes Riverview Nursing Facility one quarter (1/4) of a months benefits or the employee has the right to cancel in writing such benefits.

SECTION 6. Any employee who suffers sickness, accident, and disability (including pregnancy) shall, upon request made to the Facility, be granted leave to absent himself or herself from work for leave purposes. The date of departure and the date of return to work shall be selected by the employee and his/her physician and shall notify the Administrator of these dates as far in advance as is practicable. At the employee's option, all accrued sick leave and vacation leave may be utilized. After accrued sick leave and vacation leave is exhausted, the employee may be placed on leave of absence without pay, not to exceed six (6) months, for the remainder of their

requested leave time. At the expiration of the six (6) months, additional unpaid leave may be granted to the employee. An appointing authority who has reason to believe that an employee is unable to fulfill their usual duties by reason of sickness, disability or accident may request in writing that the said employee begin unpaid leave at an earlier date than the employee has selected. Any employee on a LOA may be required by Riverview Nursing Facility to be examined by our physician.

SECTION 7. A leave of absence without pay must be authorized by the Administrator. Each individual request will be considered on its own merit. Any replacement for an employee on leave is to be considered a temporary appointment only.

SECTION 8. Employees who anticipate their injury or disability extending beyond six (6) months will follow the procedure described as follows:

- A. Request a hearing – notice of conference – with the Director of Human Resources.
- B. Have an Order of Disability separation prepared by the Business Office.
- C. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of disabling illness, injury or condition shall be required prior to the granting of a leave of absence or disability separation.
- D. Be aware an employee can only stay on a disability leave for a period up to two (2) years from the time he/she is eligible. This includes the six (6) months already used on a LOA.
- E. The request for reinstatement must be in writing by the employee.
- F. Notice of return date – The appointing authority shall notify the employee, at the time of disability separation is given, of the required procedures for proper treatment.
- G. Failure to be reinstated. An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a disability separation.

SECTION 9. SICK LEAVE CONVERSION UPON RETIREMENT.

An employee who retires from active service with the Employer is entitled to payment for his accumulated, but unused, sick leave in accordance with the provisions of this article. For purposes of this article, a year of service means a year of actual service with the County, the state of Ohio, or an Ohio political subdivision, not including military service. Years of service will be based on PERS calculations.

- A. An employee with less than five (5) years of service as of November 16, 1998 shall be covered under the sick leave conversion schedule set forth in Section 21.9C. An employee with a minimum of five (5) years of service as of November 16, 1998 may

elect to be covered under the sick leave conversion schedule set forth in section 21.9C or may elect to be covered under both of the sick leave conversion schedules set forth in 21.9 B and C. In order to be paid under Article 21.9 B and C, the employee must submit a written election to be paid under both sections no later than January 1, 1999. If an employee does not file a written election before January 1, 1999 his sick time conversion will be paid under the schedule in Section 21.9 C. All employees hired after Jan. 1, 1999 will be paid in accordance with Section 21.9 C. An employee timely electing to be paid under both 21.9 B and C will be paid under both schedules with the years of service to be applied under 21.9 B being those full years of service completed before November 16, 1998 and the years of service to be applied under 21.9 C being those full years of service completed on or after November 16, 1998. No year of service may be counted twice. A year of service will be attributed to the period (before November 16, 1998 or November 16, 1998 and after) in which it was completed.

- B. Payment for accumulated, but unused, sick leave will be in accordance with the following schedule when the maximum outlined in the schedule exceeds what the employee would otherwise be entitled to under the twenty-five percent (25%) maximum of up to thirty (30) days formula set forth under State law.

Ottawa County Sick Leave Conversion Schedule

<u>Years of Service Completed</u>	<u>Maximum Sick Leave Credit Upon Retirement Only</u>
5	10 Days
6	13 Days
7	17 Days
8	20 Days
9	23 Days
10	27 Days
11	30 Days
12	33 Days
13	37 Days
14	40 Days
15	43 Days
16	47 Days
17	50 Days
18	53 Days
19	57 Days
20	60 Days
21	63 Days
22	67 Days
23	70 Days
24	73 Days
25	77 Days
26	80 Days

27	83 Days
28	87 Days
29	90 Days
30	93 Days

1. Employees with five (5) or more years of actual service with the County, the State or an Ohio political subdivision may elect to be paid in cash for twenty five percent (25%) of the value of their accrued but unused sick leave credit.
 2. Employees with a total of fifteen (15) or more years of actual service with the County, the state or an Ohio political subdivision (not including military service) with at least ten (10) of those years of service with Ottawa County may elect to be paid in cash for thirty percent (30%) of the value of their accrued but unused sick leave credit.
 3. Employees with a total of twenty five (25) or more years of actual service with the County, the state or an Ohio political subdivision (not including military service) with at least fifteen (15) of those years of service with Ottawa County may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit.
 4. Employees with a total of thirty (30) or more years of actual service with the County, the state or a political subdivision of the state (not including military service) with at least twenty (20) of those years of service with Ottawa County may elect to be paid in cash for fifty (50%) of their accrued but unused sick leave credit.
- C. In order to qualify for payment of sick leave upon retirement, the employee shall have had, prior to the date of retirement, five (5) or more years of service with the County, the State or any of its political subdivisions, and must be eligible to receive PERS benefits at the time of separation from county service.

Such payment shall be based on the employee's hourly rate of pay at the time of retirement.

Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

Eligible employees retiring from active service shall request such payment in writing in order to initiate the payment process.

ARTICLE 22 PUBLIC EMPLOYEES RETIREMENT SYSTEM

SECTION 1. The Facility shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

ARTICLE 23 BEREAVEMENT LEAVE

SECTION 1. Bereavement leave shall be granted to each employee with pay upon the death of a member of his/her family. For purposes of this Article, family member shall include current spouse, mother, father, child or stepchild, brother or sister.

SECTION 2. Employees shall be granted three (3) paid days of bereavement leave for a death involving a member of an employee's family from the above list. Such leave shall not be charged against the employee's sick time.

The Facility may require documentation, satisfactory to the Facility, of attendance at the funeral. Bereavement leave is available from the day the death has occurred until one week after the funeral takes place.

Employees shall not receive bereavement pay for holidays, vacations, or any other days they were not scheduled to work.

SECTION 3. For funerals which take place more than one-hundred (100) miles from the Facility, employees shall be entitled to five (5) days bereavement leave, provided, however, two (2) days are charged against accrued sick time.

SECTION 4. If a member of an employee's family dies, other than those listed above, (grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, a child ward, a legal guardian, or other person who stands in place of a parent), an employee shall be granted the day of the funeral off, and the day before or after if the funeral takes place more than one hundred miles from the Facility and will be paid for the day(s) without use of accrued paid time off (if scheduled to work). Two (2) additional days may be taken off with the days charged against accrued sick time or other paid leave or unpaid leave.

If a member of an employee's family dies, other than those listed above, sister-in-law, brother-in-law, step grandchildren and current spouse's grandparents an employee shall be granted the day of the funeral off without pay, however, if the funeral is more than one-hundred (100) miles from the Facility, the day before or after the funeral will also be granted without pay.

ARTICLE 24 JURY DUTY & COURT APPEARANCE

SECTION 1. Employees shall receive pay at their regular rate for regularly scheduled hours when they are required to serve as a juror. First and Second shift employees reporting for jury duty, provided they have served four (4) or more hours on jury duty will be excused from work for the rest of the day. If juror is released prior to serving four (4) hours, employee must report to work for the remainder of their shift. Third shift employees scheduled to work midnights shall not be required to report to work on nights preceding reporting for jury duty. Any fees received by the employees shall be remitted to the Employer. Employees who work 12-hour night shift

will be required to work 6:00 p.m. - 10:00 p.m. (if scheduled) the night preceding the required jury duty.

SECTION 2. Any employee who has to appear in court or other official proceedings for the employer shall be paid their regular rate of pay. Any employee subpoenaed to testify in court or other official proceeding in a matter not involving the employer may elect to use compensatory time or vacation time for time missed from scheduled hours. The employee must provide notice of the subpoena not less than twenty-four (24) hours after notice was issued. The Employer may request employees to provide written verification of subpoena and time spent testifying on their next scheduled shift.

ARTICLE 25 SCHEDULE POSTING

SECTION 1. This article is intended to identify the work schedules in effect at the time of this Agreement. Nothing contained herein shall be construed as restricting the Facility, pursuant to management rights, from restructuring the schedule or the time period for which the schedule is posted. Work schedules will be made up on a four (4) week basis for dietary; a four (4) week basis for housekeeping, laundry, custodial and nursing (to include rehab) and Activities. Work schedules will be posted two (2) weeks prior to the commencement of the schedule. Once a schedule is posted, it shall not be changed except by mutual agreement of the Union and the Employer.

Activities Aides, being required to be a STNA as a minimum requirement, are also included in the STNA scheduling process.

SECTION 2. All part-time employees and contingent staff shall be placed on the schedule before posting to work available open shifts if possible. They will not be scheduled to work more than 40 hours unless the overtime is offered to full-time employees.

Any known open shifts on the schedule may be mandated prior to the schedule posting per section 3 below. Management may elect not to fill open shifts if staffing is sufficient.

SECTION 3. A volunteer list, a Work Availability list, and the draft schedule will be posted for 3 days prior to the posting of the draft schedule to allow STNAs to volunteer for overtime. After 3 days, both lists will be taken down and employees will be placed in the schedule where he/she signed up. Remaining open shifts will then be posted for three days to allow STNAs to choose pre-mandated days if required. At this time, any employees who were bumped from work availability will have an opportunity to sign up for other work availability days. This will give those who were bumped an opportunity to sign up for open slots that will fit into her/his schedules. There will be no bumping allowed on this posting of the work availability sign-up sheet. Employees that have already signed up and have been placed on the schedule posting will not be allowed to change their days. It is strictly for employees that had been bumped previously on the first posting work availability sheets. Anyone who did not take the opportunity to sign up on the first work availability postings will be automatically placed on the final rough draft and will not be allowed to change these days unless by mutual agreement.

Any hours that an employee signs up for before the pre-mandation sheets are posted will count towards pre-mandation hours. (ex: If every employee is required to sign up for 8 hours of pre-mandation and they have already signed up for 4 hours of volunteer hours they would only be required to sign up for 4 more hours.).

- A. Sign-up will be available for 4-6-8-12 hour time periods per day. Sign-up will be available on a first come, first serve basis with employees signing for a whole shift (or the greatest number of hours) receiving first consideration for the assignment. Employees signing for less than a full shift will be assigned to the busy periods of a shift (e.g. wake-up/breakfast – dinner/bedtime) with the exact hours to be identified by management after discussion, if necessary, with the employee.
- B. Such sign-up sheets shall be for all days of the schedule.
- C. For required mandation hours, more than one employee may sign-up for a specific day, as scheduling of the overtime will be determined by seniority. Those employees with higher seniority may bump lesser senior employees.
- D. An employee may sign-up for more than one day per week; however, no employee will be allowed to work more than one voluntary overtime day per week if other employees have signed up for the same day(s) to give everyone a chance for overtime.
- E. Twelve hour employees may not work more than five shifts a week and no more than five consecutive shifts in a row.
- F. It is the employee's responsibility to check their schedule to see if he/she has been scheduled overtime.
- G. If an employee signs-up and works their scheduled overtime day, he/she will not be mandated.
- H. Individuals who sign up for a shift cannot remove their name once they are on the schedule.
- I. No employee with more seniority can take any overtime day away from an employee with lesser seniority after the supervisor has given such overtime on schedule unless agreed to by both employees.
- J. Part-time and contingent will have an opportunity to pick up shifts (not over 40 hours) prior to offering overtime to full-time staff.

SECTION 4. MANDATION AND "WORK AVAILABILITY" DAYS.

With the posting of the rough draft of the work schedule, the Employer will also post a "Work Availability Sign-up Sheet" (Sign-up Sheet). All STNA's will be required to sign up for a minimum of one (1) day on the Sign-up Sheet in which they will be available to be-called-in to

work if needed. All dietary staff will be required to sign up for a minimum of two (2) days on the Sign-up Sheet in which they will be available to be-called-in to work if needed.

- A. Employees may sign-up for more than the minimally required days. Employees who fail to timely sign-up for their applicable minimum number of days on the first set of Sign-up Sheets will be assigned day(s) at the sole discretion of management.
- B. Days are chosen based upon seniority in the bargaining unit. Employees may bump less senior employees on the Sign-up Sheet. In the event that a more senior employee bumps a less senior employee, the senior employee shall be required to provide notice to the less senior employee that they have been bumped. There will be no bumping allowed after the first set of work availability and pre-mandation sign-up sheets are taken down.
- C. On their designated “work availability” WA day, employees must make themselves available to be called-in to work for up to two (2) hours after the start of the employees regularly scheduled shift. If the employee cannot be reached at the phone number on file with the Employer or does not show up as instructed, the employee will be disciplined according to Article 41. It is the employees’ responsibility to ensure that the Employer has the most recent phone number on file. Employees who are available but are not called in to work on their WA day shall be supplied a flat fee of \$12.50 for making themselves available to be called-in (“WA Supplement”). The WA Supplement shall not count towards computation of overtime. Employees who are called in and actually work on their WA day will be paid their regular rate of pay for the hours actually worked in lieu of the WA Supplement. Employees who refuse to report and/or pass on reporting for their WA day shall forfeit the WA Supplement in addition to being processed under the normal attendance point system.
- D. If an employee calls off for their designated WA day, the call-off will be processed under the normal attendance point system. If you call in and are sick on your work availability day, only if you were actually needed, will you get your point(s).
- E. Additionally, last-minute mandation will rotate by seniority in the bargaining unit so as to ensure that all employees have an equal chance of being mandated to work. If an employee is absent (pre-approved appointment or leaving before the end of the shift) and is unable to work her/his mandated hours (not inclusive of refusals), he/she will be put back in the rotation for mandation on the following scheduled work day. Employees who are improperly mandated to work out of rotation will be skipped on the next occasion of last-minute mandation without penalty.
- F. Understanding that employees who are last-minute mandated did not have the opportunity to pack additional meals, upon request of the employee, the Employer will provide a meal to employees who are last minute mandated to work 4 hours or more. Employees should ask their immediate supervisor where to find the meals.

- G. In an effort to increase retention of STNAs, the parties agree that, after new hire orientation, STNAs will be placed on the mandation log at the average amount of credits for their shift.

ARTICLE 26
MEAL PERIODS - REST PERIODS

SECTION 1. For those employees scheduled to work five (5) or more hours, an unpaid meal period of not less than thirty (30) minutes shall be granted. For nursing employees scheduled to work twelve (12) hour shifts, a paid meal period of twenty-five (25) minutes shall be granted.

SECTION 2. For those employees scheduled to work eight (8) hour per shifts, the work schedule shall normally include two (2) fifteen minute paid rest periods, one (1) scheduled near the middle of the first half of the work shift and the second scheduled for the second half of the work shift. For those employees scheduled to work twelve (12) hour shifts, the work schedule shall normally include a first break of ten (10) minutes, a second break of ten (10) minutes, and a third break of fifteen (15) minutes, for a total of thirty-five minutes. Work breaks shall not be taken contiguous to lunch break or to the beginning or end of an assigned shift. Employees working four (4) or more hours beyond their scheduled shift will be entitled to an additional ten (10) minute break. All employees will sign or clock out and in for meal periods.

SECTION 3. The Facility/Union shall ensure that vending services are at all times adequate to provide meals for employees at their designated break times, including an adequate number of microwaves.

ARTICLE 27
BULLETIN BOARD

SECTION 1. The Union bulletin board shall be located at the employee time clock and such a bulletin board shall be provided by the facility. The Union bulletin board will be a "locked bulletin board." The facility Administrator and the Union Designee will have a key to this bulletin board.

SECTION 2. All Union materials of any kind posted on the Union bulletin board shall bear the signature of a local Union organizer or Executive Board Member. Union notices and materials relating to the following matters may be posted without the necessity of obtaining the Administrator's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;

- E. Results of Union elections;
- F. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union; and
- G. Nonpolitical publications, rulings or policies of the Union.

SECTION 3. All other notices and materials of any kind not specified in Section 2 above must be given prior approval by the Administrator before the posting thereof.

SECTION 4. No materials may be posted at anytime on a Union bulletin board which contains any of the following;

- A. Personal attacks upon any other member of the Union or upon any other employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the facility; or
- C. Attacks

SECTION 5. No Union related materials of any kind may be posted except on a bulletin board designed for the Union's use.

SECTION 6. The Administrator or his designee without interference from the Union, shall cause the immediate removal of any materials posted on a Union bulletin board or elsewhere in violation of this Article.

ARTICLE 28 LABOR/MANAGEMENT COMMITTEE

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

SECTION 2. The Committee shall be composed of a maximum of five (5) members each from labor (including the Union organizer) and management. The Committee shall meet on a quarterly basis unless otherwise agreed to by the parties.

SECTION 3. The Committee shall meet for the following purposes;

- A. To discuss the administration of this Agreement;
- B. To Notify the Union of changes made by the Facility which affect bargaining unit members of the Union;
- C. To disseminate general information of interest to the parties;

- D. To discuss ways to increase effectiveness, work performance and efficiency;
- E. To consider and discuss safety and health related matters; and
- F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

Matters concerning alleged collective bargaining agreement violations, matters concerning charges or complaints before governmental agencies, or matters which are the subject of court litigation will not be proper subjects for discussion at these meetings.

SECTION 4. All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such a request will likewise submit an agenda of items it wishes to discuss at the meeting, and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting.

SECTION 5. Nothing contained in this Article shall prevent the parties from meeting more frequently or less often than provided in Section 2 above in event the parties mutually agree to meet more frequently or less often.

SECTION 6. Unless otherwise mutually agreed upon, such meetings shall be limited to two (2) hours in duration.

SECTION 7. Any Union employee representative attending such meetings shall be paid at the applicable rate of pay for up to eight (8) hours per year. An employee representative may be required to work if an emergency arises during such a meeting.

SECTION 8. The parties shall note any agreements regarding resolution of a matter or a date by which a party will respond regarding a matter on a copy of the agenda. At the conclusion of the meeting this copy of the agenda will be initialed and provided to both parties.

ARTICLE 29 PERSONNEL FILES

SECTION 1. Each employee may inspect his personnel file which is maintained by the employer during normal business hours (8:30 a.m. thru 4:30 p.m., Monday thru Friday), provided that the employee gives the employer advance notice, and that the inspection will be conducted at a time designated by the employer. The employer maintains the right to have a management representative present at all times during the inspection and to determine the sight of inspection. Employees upon their request will be provided with a reasonable number of copies, except when prohibited by law. If the number of copies exceeds ten (10) per calendar year a charge of five cents (5) per copy will be made.

SECTION 2. An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the appointing authority or designee explaining the alleged inaccuracy. If the appointing authority or designee concurs with the employee's contentions, the appointing authority or designee may remove the document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the contents of memorandum. If the appointing authority or designee does not occur, he/she will attach the employee's memorandum to the document with a signed statement indicating that he/she does not concur.

ARTICLE 30 TRADING DAYS OFF

SECTION 1. Employees within the same classification, upon advance notice and approval by the Department Head, Nursing Administrative Assistant or Dietary Manager (based on your department), will be permitted to trade days off provided it does not cause the payment of overtime. A request form must be completed and submitted for approval at least twenty-four (24) hours prior to the trade. A trade cannot be denied solely because of an open shift on the schedule.

ARTICLE 31 EMPLOYEE INFORMATION

SECTION 1. It will be the sole responsibility of each employee to keep the Facility's Human Resources Department informed in writing as to his/her most current address and most current telephone number through which he/she can be regularly reached. The Facility shall have a right to rely on its records of the most current addresses, and telephone numbers with respect to all matters in connection with or arising out of this Agreement.

ARTICLE 32 SAVINGS CLAUSE

SECTION 1. Should any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

SECTION 2. Any provisions of this Agreement which can be shown to be in violation of any lawful and applicable federal, state and/or local laws or regulations will be suspended and the parties will meet to negotiate replacement provisions for those provisions in violation of such laws and regulations. Such negotiations will commence within thirty (30) days after one party gives written notification to the other that a provision is in violation. The parties will then have sixty (60) days, measured from the date of commencement of such negotiations, in which to negotiate replacement provisions, and the sixty (60) day limit may be extended by mutual agreement of the parties.

**ARTICLE 33
INSURANCE COVERAGE**

SECTION 1. The Facility shall provide life insurance coverage, as now in effect, with the present or another carrier and the Facility shall pay the full cost of the monthly premium.

SECTION 2. The Facility shall provide the hospitalization plan, as now in effect, or a substantially similar plan, with the present or another carrier, and the County shall pay the same amount as paid for other county employees.

Ottawa County will make available to eligible employees a Section 125 plan to include the Premium Only Plan, the Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account. These plans offer payment of qualified premiums, qualified out of pocket health care expenses and qualified dependent care expenses at pre-taxed dollars.

SECTION 3. Notwithstanding the above, an employee injured in the line of duty, thereby qualifying for workers' compensation benefits for lost wages, shall be eligible to continue to have his/her monthly life insurance premiums paid and his/her monthly hospitalization plan paid for all leave which qualifies for Family and Medical Leave.

SECTION 4. The Employer shall provide healthcare benefits as required by law. Part-time employees who average 36 or more hours on a 12 hour shift schedule or 40 hours or more on an 8 hour shift schedule per week during each calendar quarter will be eligible for full time health insurance benefits for the following calendar quarter.

**ARTICLE 34
PERSONAL DAYS**

SECTION 1. All bargaining unit employees are allowed to exchange accumulated sick time for up to three (3) personal days. Two (2) days of accumulated sick time may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in one (1) calendar year. Personal Days may not be carried over from one calendar year to the next.

SECTION 2. For all personal days, an employee shall make a request to his Department Head two (2) weeks in advance or at the discretion of the Department Head.

SECTION 3. Personal days may not be exchanged back for sick days.

SECTION 4. Employees that are disciplined for excessive sick leave abuse will be excluded from participating in this program for a six (6) month period.

**ARTICLE 35
DRESS CODE**

SECTION 1. The dress code will not be changed by the Facility without first negotiating with the Union.

**ARTICLE 36
SUBCONTRACTING**

SECTION 1. The Facility may not subcontract work normally performed by bargaining unit employees unless one of the following applies:

1. Adequate existing equipment or facilities are not available;
2. The Facility is required by law to seek competitive bids;
3. Where bargaining unit employees do not have sufficient skills and ability to perform the required work;
4. Where bargaining unit employees are not able to economically and efficiently perform the work to be done; (which may include consideration of whether existing equipment or facilities can be economically or efficiently repaired);
5. Where there is an insufficient number of bargaining unit employees to perform the required work; or
6. In the case of extraordinary circumstances, such as but not limited to acts of God or the sale of the Facility.

**ARTICLE 37
WAGES**

SECTION 1. BASE RATES

Effective the first pay period of January 2015, base rates for employees in the following ranges are as follows:

Range 1: Custodial Worker, Food Service Worker, Housekeeper, Laundry

Range 2: Nurse Aide Trainee

Range 3: Activity Aide, State Approved Nurse Aide

Range 4: Cook

Range 5: Senior Resource Cook

Range 6: Food Service Worker

Range	Start	Probationary End
1	\$8.57	\$8.60
2	\$8.62	\$8.98
3	\$10.64	\$10.93
4	\$10.08	\$10.42
5	\$10.62	\$10.95
6	\$8.57	\$8.60

Seniority will transfer within each department.

SECTION 2. WAGE DIFFERENTIALS

Shift differential for second shift is \$.40 and for third shift (this will include the STNAs 6:00 p.m. - 6:00 a.m. as well the custodian when working night shift) is \$.30.

Weekend shift differential will be \$.35 from 10 p.m. Friday through 10 p.m. Sunday (for all employees).

\$.50 per hour supplement for Cook acting as supervisor.

SECTION 3.

Bargaining Unit employees shall receive the following wage increases during the life of this Agreement:

Year One – November 16, 2014 – November 15, 2015

3% Increase to current wage – effective first pay period of January 2015

Year Two – November 16, 2015 – November 15, 2016

3% Increase to current wage – effective first pay period of January 2016

Year Three – November 16, 2016 – November 15, 2017

3% Increase to current wage – effective first pay period of January 2017

SECTION 4. LONGEVITY BONUS

Bargaining unit employees shall be entitled to be paid a longevity bonus in accordance with the following formula:

Year of Service	Percent of Annual Base Salary
5 years	0.5%
10 year	1.0%
15 year	1.5%
20 year	2.0%
25 year	2.5%

Effective January 1, 2015, Longevity bonuses shall be made in a separate check to be distributed to the employees on the first payday in month in which the employee reaches their corresponding year of service.

Further, for the first year of this Agreement only (in 2015), current bargaining unit employees who have previously reached the years of service specified above between 11-16-2011 and 12-

31-2014 shall also be paid for such milestones on the first payday in their anniversary month in 2015.

**ARTICLE 38
PERFECT ATTENDANCE BONUS**

SECTION 1. Employees who have actually worked all assigned shifts on the final schedule will be eligible for a Perfect Attendance Bonus.

SECTION 2. An employee who works all of their assigned shifts in each four month block shall be entitled to a \$100 bonus. Four month blocks are as follows: January through April; May through August; September through December. An employee who receives a bonus for all blocks in the calendar year will receive an additional \$200 bonus.

**ARTICLE 39
OPERATION OF COUNTY MOTOR VEHICLES –
ELIGIBILITY INSURABILITY**

Bargaining Unit Employees shall comply with the County Motor Vehicle Policy which is applicable to non-bargaining unit employees.

**ARTICLE 40
SUBSTANCE ABUSE TESTING**

SECTION 1. Drug and alcohol abuse are a great concern of society and the nursing facility industry. As a result, bargaining unit personnel shall be subject to mandatory testing in the work place for drugs or alcohol in accordance with the provisions and terms of County policy applicable to non-bargaining unit employees.

**ARTICLE 41
ABSENTEEISM CONTROL PROCEDURE**

SECTION 1. To manage absenteeism and tardiness, employee of Riverview shall be subject to the following steps of progressive discipline.

An employee shall accumulate two (2) points for each incidence of absence. An employee who works ½ of the scheduled shift and leaves shall accumulate one (1) point. An employee shall accumulate .5pts for arriving late and shall accumulate .25pts for each ½ hour thereafter that the employee does not report as scheduled. If you go home sick and receive a point, then call off the next (scheduled) day, you will receive a maximum of two (2) points. Failure to present a medical certificate after three (3) or more days of absence shall accumulate an additional one (1) point. An employee shall accumulate .5 points for each occurrence of a late call, which is calling off less than one hundred twenty (120) minutes from the start of a shift. Discipline shall be based on the following point accumulations:

4 points – verbal counseling

- 8 points – written warning
- 12 points – final written warning
- 16 points – termination

Patterned absences or tardiness may result in discipline regardless of the number of points assessed.

Exemptions:

1. Bereavement;
2. Jury duty;
3. Military duty;
4. Absence due to verified work related incident;
5. Court appearances that are work related;
6. Approved work hour reduction typically experienced with low census and work loads;
7. Adverse weather days declared by the Facility Administrator;
8. Family Medical Leave;
9. Union business absence (approved);
10. Pre-approved leave of absence;
11. Subpoena to appear for the State of Ohio (victim or witness); and
12. Employees involved in an automobile accident on the way to work and who show proof of a police report.

Removal of points:

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

Following completion of the probationary period an employee who has perfect attendance in any consecutive three (3) calendar month period (for example, Jan, Feb, March...Feb, Mar, April...etc) shall be allowed to deduct two (2) points from their accumulated absence point total. For example, if you call off on January 15th, you will not be eligible for perfect attendance again until February 1st. If you have no attendance occurrences during the months of February, March and April, two (2) points will subsequently be deducted and your next opportunity for a perfect attendance will begin on May 1st.

A calendar month can only be counted/used once for purposes of determining the three (3) consecutive months for perfect attendance point deductions. There shall be no more than eight (8) points deducted in a year for purposes of perfect attendance point deductions. A negative balance shall not be permitted.

Definitions:

The following definitions are provided for use in the Absenteeism/Tardiness policy:

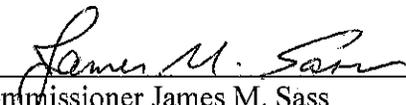
1. Perfect attendance is defined as the full completion of each shift as scheduled;
2. Absence is defined as failure of an employee to work his/her full shift on a scheduled work day. Absences shall be counted in incidents. An incident is defined as a continuous period of absence;
3. Tardy/Leave Early is defined as commencing the work shift seven (7) or more minutes after its scheduled start as determined by the time clock and/or leaving prior to the completion of the scheduled shift; and
4. An employee absent from work three (3) or more consecutive scheduled days without proper notification will be considered as having voluntarily terminated his/her employment.

SECTION 2. In an effort to improve weekend attendance and reduce the need for mandation of bargaining unit employees, in addition to disciplinary action, bargaining unit employees that call off on a weekend shift (Saturday or Sunday) will be placed onto the schedule for their current shift on their next open weekend, if needed (a Saturday for a Saturday and a Sunday for a Sunday). Employees who subsequently refuse to report to work on their make-up weekend will continually be placed onto the schedule on their next open weekend. Employees will continue to incur points for each subsequent call-off of their make-up shifts.

**ARTICLE 42
DURATION OF AGREEMENT**

SECTION 1. This Agreement shall be effective as of November 16, 2014 and remain in effect until November 15, 2017.

FOR THE EMPLOYER:


Commissioner James M. Sass


Commissioner Jo Ellen Regal


Commissioner Steven M. Arndt

FOR THE UNION:


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

AS TO CONTENT:


Brad E. Bennett
Fishel Hass Kim Albrecht LLP

APPROVED AS TO FORM:


Mark Mulligan
Ottawa County Prosecutor