



RESOLUTION NO:

20-00689

AGREEMENT BETWEEN

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

and

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

Effective June 1, 2020 through May 31, 2023

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CONTRACT AGREEMENT INDEX

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ARTICLE 1 RESIDENT CARE

The bargaining unit and management understand and mutually agree that service to the residents is the main consideration while at work.

ARTICLE 2 UNION RECOGNITION

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

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

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

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

ARTICLE 3 NO DISCRIMINATION

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

SECTION 2: All other rights not expressly restricted by this contract are retained by Management. If a work rule or policy is not specifically addressed in this contract then we shall refer to that topic, if applicable, in the Wood County Employee Handbook.

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

ARTICLE 5 UNION RIGHTS

SECTION 1: The Union shall have the right to elect a reasonable number of delegates and appoint Member Strength Coordinator(s), Orientation Leader and Grievance Chair. Upon election or appointment, the Union shall notify the Employer of employee designations.

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

SECTION 3: An Organizer of the Union shall have access to Wood Haven for the purpose of conferring with Delegates, unionized employees or management of Wood Haven provided that it

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does not interfere with the operation or work needs of the Wood Haven. Said access shall not be in the resident care or resident occupied areas of the facility. The Union Organizer must notify the Manager in charge when entering and exiting the premises.

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

SECTION 5: The work schedules of two Union leaders (Delegates, Member Strength Coordinator, Orientation Leader, or Grievance Chair) shall be accommodated to permit attendance at trainings or conventions. This attendance is limited to two days annually and Wood Haven shall pay each of the two leaders eight (8) regular hours of pay for each two (2) days attended.

Verification of attendance shall be required for pay. Additional Union leaders may request to attend trainings or conventions without pay. Schedule adjustment for these additional delegates shall be at the discretion of the supervisor based upon staffing and work needs.

Executive Board member(s) shall be permitted to attend Union Executive Board meetings one day per calendar quarter. Wood Haven shall pay this Executive Board member(s) 8 hours of attendance at said Union Executive Board meetings. Verification of attendance shall be required for pay.

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

SECTION 6: Wood Haven shall make thirty (30) minutes of time available to the Union for Union orientation of all new employees covered by this agreement. This orientation shall be conducted by a Delegate or an Organizer from the Union. Wood Haven will notify the union of new hire orientations to be held on Tuesdays and Thursdays with a three (3) day notice whenever possible. Wood Haven will do its best to notify the union if a Tuesday or Thursday orientation will not be held. Wood Haven may hold orientations on other days of the week. Wood Haven will do its best to notify the union of these additional orientation sessions.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

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

This Committee shall consist of up to four (4) Union and up to four (4) Employer representatives exclusive of the Union Organizer and outside management representative. Other representatives of the Union and the Employer may be included on an as needed basis as determined by mutual

consent of both parties. Attendance at meetings established under this Article shall be paid time for Union representatives if regularly scheduled for work. The Committee shall meet as is mutually acceptable to the parties.

SECTION 2: The Employer shall provide one half (.5) hour of coverage on the floor for an STNA Union representative who wishes to attend.

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

ARTICLE 7 CHECK-OFF OF DUES

Immediately upon receipt of the duly executed authorization cards or notification of electronic or voice authorization, the Employer agrees to deduct from the pay of all employees who are members of the Union the established monthly dues and initiation fees. The initiation fee shall be paid in two (2) consecutive monthly installments beginning with the first pay period after completion of the employee's thirty first (31) day of employment.

The Employer shall be relieved from making such check-off deductions upon (a) termination of employment (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

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

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

The Employer/County Auditor shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month. Along with the remittance of dues the Employer/County Auditor will submit electronically to the Union, in excel format the amount deducted (dues & initiation fee) the employee's ID number, employee's full name, gender, job title/classification, shift, average hours worked, status (full-time/part-time), current address, phone number, email address, wage rate, date of birth and date of hire for all current and new employees, terminations, retirees within the last three months and employee on a leave of absence.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorney fees, by any employee arising from deduction made by the Employer hereunder. Once the funds are remitted

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to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 8 CONFORMITY AT LAW

This agreement shall be subject to and subordinated to any applicable present and future federal laws and to those state laws that, pursuant to R.C. 4117.10 specify that they prevail over conflicting provisions of collective bargaining agreements, and the invalidity of any provisions of this agreement by reason of any existing or future law shall not affect the validity of the surviving provisions.

This Article also covers any determination by a court of final jurisdiction that renders any portion of this agreement invalid or unenforceable.

ARTICLE 9 EMPLOYMENT CATEGORIES

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

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

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

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

ARTICLE 10 PROBATIONARY PERIOD

SECTION 1: All newly hired employees shall be considered probationary employees. During such time probationary employees can be disciplined or discharged without recourse to the grievance procedure. The Employer can extend the initial probationary period for up to an additional thirty (30) days upon notification to the Union.

SECTION 2: Length of Probationary Period: The probationary period starts the first day an employee actually performs the duties of the assigned position (i.e., first day of actual work after HR orientation).

A full-time employee must complete a 120-day probationary period based on calendar days.

A part-time employee must complete the equivalent of a 120-day probationary period, i.e., 120 days/7 days per week x 40 hours per week, or 685 hours.

SECTION 3: If a current employee requests to move into the Non-State Tested Nursing Assistant classification, the employee shall serve a one hundred twenty (120) day probationary period and successfully take and pass the state test within that period.

Requests will be handled on a case by case basis, and a vacancy must exist in order to be considered for the position.

If the employee does not pass the test, the employee is eligible to submit a Request for Status Change Form to revert to his/her prior position. Such requests must be made at least seven (7) calendar days prior to the completion of the 120-day probationary period. If the employee fails to take the test or fails to submit the Request for Status Change Form within the allotted time-frame, the employee shall be considered to have voluntarily resigned from his/her position.

SECTION 4: An employee who is promoted to a position with a higher rate of pay shall serve a promotional probationary period of ninety (90) calendar days. The Employer can extend the probationary period for up to an additional thirty (30) days upon notification to the Union.

SECTION 5: Any employee who laterals from one position to another shall serve a lateral probationary period of one hundred twenty (120) calendar days. The Employer can extend the probationary period for up to an additional thirty (30) days upon notification to the Union.

ARTICLE 11 SENIORITY

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

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

A rehired employee's seniority is determined by the most recent date of hire.

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

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

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

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

SECTION 5: A full or part time bargaining unit employee who accepts a non-bargaining unit position may return to the department from which the employee left with frozen seniority rights within 30 days.

ARTICLE 12 VACANCIES

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

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

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

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

ARTICLE 13 JOB DESCRIPTIONS AND DUTIES

The Employer shall determine appropriate job duties for each bargaining unit position and determine job descriptions for each, as maintained by Human Resources. The Employer agrees to discuss changes to job descriptions with the Union thirty (30) days prior to implementation, except for emergency situations.

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

Employees must always recognize their professional responsibilities to the residents. Essential employees include: STNA's, NSTNA's, Dietary Aide, Cook, Housekeeping Aide, and Laundry Aide. Wood Haven shall provide documentation to identify essential workers who are expected to report to work during emergencies (e.g., Level 3 weather emergencies).

ARTICLE 14 STAFFING

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

ARTICLE 15 WORK RULES

The Employer reserves the right to establish reasonable and necessary work rules. The parties recognize, however, that not every work situation can be reduced to a written work rule, and shall give a thirty (30) day notice to the Union prior to the changing of any work rules, if possible. The Employer reserves the right to manage on a day-to-day basis.

ARTICLE 16 DISCIPLINE

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

SECTION 2: Employees shall not be disciplined without having the opportunity to have his Union Delegate or Member Resource Center Representative present in-person or by telephone. However, in the case of counseling between the Employer and the employee, verbal reprimands, or where immediate action is called for, it is recognized by the parties that the presence of the Union Delegate or Member Resource Center Representative may not always be possible. Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension, last chance agreement and/or dismissal. Discipline shall be progressive where appropriate. Disciplinary meetings/hearings will be in person and or over the phone.

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

SECTION 4: The parties recognize that some offenses may be considered major offenses and require immediate action by the Employer. Verbal and written disciplines shall be issued within seven (7) work days of the date the infraction occurred.

SECTION 5: Employees are entitled to a pre-disciplinary hearing before any suspension, discharge, reduction in pay or position, or fine becomes effective. The Board of County Commissioners will review the independent pre-disciplinary decision before deciding upon appropriate disciplinary action. Employees in their probationary period are not entitled to a pre-disciplinary hearing.

ARTICLE 17 GRIEVANCE PROCEDURE

SECTION 1: Grievance

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

Step 1: The aggrieved employee shall speak to his/her immediate supervisor in an effort to resolve the issue. At the employee's option a Union Delegate or MRC (Member Resource Center) Representative may be present or by telephone.

Step 2: If no resolution is reached at Step 1, the grievance shall be submitted in writing or electronically to the Department Head within eight (8) business days of the occurrence giving rise to the grievance. The grievance shall state the nature and the date of the occurrence giving rise to the grievance, the section(s) of the contract on which the grievance rests, and the relief sought.

- B. The grievant, Union Delegate, MRC (Member Resource Center) Representative and Department Head shall meet to discuss the grievance in person or over the phone. If no settlement is reached at this meeting the Department Head shall have eight (8) business days to respond to the grievance in writing. A Union Organizer or MRC (Member Resource Center) Representative and the County Labor Relations Consultant may conduct the meeting in person or on a conference call.

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

Step 3: Within eight (8) business days of receipt of the grievance the Administrator or his/her designee shall meet with the grievant or join by telephone, the Union Delegate or MRC (Member Resource Center) Representative to discuss the grievance. If no settlement is reached at this meeting the Administrator or his/her designee shall have eight (8) business

days to respond to the grievance in writing. A Union Organizer, MRC (Member Resource Center) Representative and the County Labor Relations Consultant may attend this meeting or attend by phone.

SECTION 2: Mediation

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

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

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

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

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

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

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

Any settlement discussion held in the course of the grievance mediation process shall be considered "off the record" and shall be inadmissible in any subsequent arbitration hearing. The function of the mediator is to provide the parties with skilled advice as to what is likely to happen in an arbitration hearing in order to make settlement of the grievance(s) more likely.

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

SECTION 3: Arbitration

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

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

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

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

- C. The arbitrator cannot rule in any manner that is in conflict with the legal duties of the Board of Wood County Commissioners nor contrary to law.

ARTICLE 18 PERSONNEL FILES

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

SECTION 2: An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her file shall have the right to submit a memorandum for inclusion in the personal file outlining the inaccuracies from the employee's point of view.

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

Verbal Warning	12 months
Written Warning	12 months
Suspension	24 months

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

ARTICLE 19 LAYOFFS

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

SECTION 2: Wood Haven will schedule a meeting with the Union to explain the reason for such action. The Union's comments and ideas given to avoid the layoff shall be considered before a final decision is made. This meeting shall take place within five (5) days of the Union's receipt of notification. If after the meeting Wood Haven deems the action is still necessary, the following procedure shall be followed.

Wood Haven shall notify all affected employees of the impending layoff at least twenty-one (21) days prior to the effective date.

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

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

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

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

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

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SECTION 4: Notification of layoffs or recall from layoffs shall be hand-delivered with signature of receipt or by certified mail to the employee's last known address.

SECTION 5: Employees who have been notified that their position will be affected by a layoff, may request to bump within their classification, if available. Employees must exercise bumping rights within three (3) work days of receiving layoff notices. The Employer retains the right to require candidates to provide acceptable documentation of qualifications to determine if qualifications have been met.

The original date of a projected layoff shall be the same for an employee who has been bumped as a result of this procedure.

An employee who successfully exercises their bumping rights shall assume the duties and rate of the position effective with the date of layoff.

SECTION 6: If an employee who is recalled fails to notify Wood Haven of his/her intent to report to work within seven (7) calendar days of the receipt of notice or ten (10) calendar days of the mailing of this notice, whichever is later; or fails to return to work within seventeen (17) calendar days of the receipt of the notice or twenty-one (21) calendar days of the mailing of the notice, whichever is later, such employee shall forfeit recall rights.

ARTICLE 20 PERFECT ATTENDANCE

It is the policy of Wood Haven Health Care to encourage the regular attendance of employees as consistent and reliable attendance is an essential function of every position. Perfect Attendance is defined as the full completion of each shift as scheduled. (Leave requested prior to posting of the schedule will not affect Perfect Attendance. Tardies, early departures, and shift trades without proper documentation will count against perfect attendance. Leave requests made after the schedule is posted will also count against perfect attendance.)

To reward perfect attendance, employees in active pay status who complete each shift as scheduled, have completed their probationary period prior to the start of the quarter, and completed ninety-six (96) hours actually worked per quarter shall be eligible for the following benefit(s):

For each calendar quarter (i.e., Jan. – March; April – June; July – Sept.; Oct. – Dec.) that the employee has perfect attendance, that employee shall receive a payroll payment of \$150.00 (minus applicable taxes) with the first full pay period of the following quarter.

Employees who achieve perfect attendance, for two consecutive quarters (specifically, January 1 - June 30 and/or July 1 - December 31) shall be granted one shift off with pay, per six-month period, at a time convenient to both the employee and the scheduling supervisor. This shift off with pay must be taken within six months of being earned or it shall be forfeited.

Employees who achieve perfect attendance for four (4) consecutive quarters (specifically, January 1- December 31) shall receive one additional bonus day, to be used in the first quarter in the preceding year (i.e. earned in 2020, used in the first quarter of 2021). This bonus is in addition to the bonus received for perfect attendance each quarter.

A list of those employees who have perfect attendance shall be posted.

ARTICLE 21 ABSENCE REPORTING

SECTION 1: Employees shall notify their direct supervisor and Wood Haven as soon as they have knowledge of the inability to report to work, including a late arrival.

Employees must report their absence no later than two (2) hours before the employee's scheduled start time. Reporting of an absence by another individual is not permitted unless the employee is unable to call in due to a documentable emergency situation. If unable to report a late arrival due to unforeseen circumstances, the employee must report his/her absence immediately.

Late arrivals must report to their supervisor upon clocking in for their shift.

Employees shall complete a Request for Leave Form to request appropriate leave upon their return to work or prior to the end of the pay period, whichever is earliest.

Employees who do not comply with this section will be subject to progressive discipline.

SECTION 2: No Call, No Show- Employees who do not call in to their supervisor or Human Resources by the end of their scheduled shift, will be considered to have voluntarily resigned from their position.

SECTION 3: Any leave of three (3) consecutive days or more due to employee illness/injury requires a certificate of ability to return to work signed by a licensed physician prior to returning to work.

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

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

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SECTION 4: Any abuse of leave (repeated use of call-offs whether requesting paid leave or unpaid leave), or falsification of either a written, signed statement or physician's certificate can be just cause for disciplinary action independent of any denial of paid status for time away from the job.

ARTICLE 22 ATTENDANCE MANAGEMENT

It is understood that absences and tardiness seriously interfere with the mission to provide the highest practical levels of service to the residents.

To manage attendance, employees shall accumulate one point for each absence, tardy or leave early.

The time recorded by the time clock shall determine employee's start and end times. If an employee misses a punch, the employee shall submit a Supplemental Payroll Form by the end of the affected shift, or next day worked, or prior to the end of the pay period, whichever is earliest.

Points shall be tracked separately; one instance of absence will not count as both a tardy and absence. Points reset on an annual basis based on the contract year.

The following definitions are provided for use in this Article:

1. Absence is defined as not completing 50% or more of the scheduled shift.
2. Tardy is defined as commencing the work shift 6 (six) or more minutes after its scheduled start as determined by the time recorded by the time clock. However at least 51% of the scheduled shift must be completed in order to be considered tardy and not absent.
3. Leave Early is defined as leaving the work shift 6 (six) or more minutes prior to the completion of scheduled shift.

Employees shall be subject to the following steps of progressive discipline based on point accumulations.

ABSENCE

2 points	Written Warning
4 points	2 nd Written Warning
6 points	2-Day Unpaid Suspension
7 points	Termination

TARDY/LEAVE EARLY

4 points	Written Warning
8 points	2 nd Written Warning
12 points	2-Day Unpaid Suspension
14 points	Termination

Exemptions:

Points will not accumulate under the following:

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1. When the employee properly documents and notifies his/her Supervisor of a suitable replacement as identified in Article 32: Section 5 (Schedules).
2. Qualified bereavement absences for an immediate family member as defined in Article 24 (Sick Leave).
3. When the employee's county of residence determines a level 3 snow emergency, or any other level 3 emergency, which requires vehicles to be off the road subject to penalty of arrest. Employees recognize if they are not reporting to work for this reason they will utilize available leave to cover the absence, or leave will be without pay.
4. One day of sick leave per year for the purpose of illness of the employee's dependent child.
5. An employee who is involved in an automobile accident on the way to work and who shows proof of a police report.
6. An employee sent home due to illness by facility management. It will be the employee's responsibility to obtain a signature on the Request for Leave form from the supervisor who sent the employee home to verify the occurrence. If verification is not provided on the form, the employee will be subject to progressive discipline.
7. Hospital admission with documentation provided and other certified FMLA absences for the employee and qualified family member under FMLA definitions.

Whenever possible, documentation shall be provided. Misuse of all of the above can still be investigated and disciplined if misuse is established.

Any employee with three consecutive quarters of perfect attendance will not be penalized for either one late punch in or leave early at the time clock.

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

Employees are entitled to a pre-disciplinary hearing before any suspension, discharge, reduction in pay or position, or fine becomes effective. The Board of County Commissioners will review the independent pre-disciplinary decision before deciding upon appropriate disciplinary action. Employees in their probationary period are not entitled to a pre-disciplinary hearing.

ARTICLE 23

PAID TIME OFF (Employees Hired after May 31, 2018)

SECTION 1: All full-time and part-time bargaining unit employees shall accrue Paid Time Off (PTO) based on hours paid up to a maximum of 80 hours per pay period.

SECTION 2: Use of Time: PTO can be used to take time off for:

- Vacations
- Illnesses
- Appointments

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- Personal Time
- Family Time
- Or for any reason that requires time off from work

PTO may be used at the employee's option if scheduled and sent home to adjust for census fluctuations.

PTO may not be used for missed time because an employee reports late to work.

SECTION 3: PTO Accrual

PTO will accrue as follows. Accrual changes will start at the beginning of the pay period in which the accrual is set to change.

Full-time

From hire date to one (1) year of employment employees earn .0385 hour per hour to a maximum of ten (10) days (80 hours).

Beginning the second (2nd) year of employment to the fifth (5th) year of completed service, employees earn .0538 hour per hour to a maximum of fourteen (14) days (112 hours) per year.

Beginning the sixth (6th) year of employment to the tenth (10th) year of completed service, you employees earn .0731 hour per hour up to a maximum nineteen (19) days (152 hours) per year.

Beginning the eleventh (11th) year of employment, employees earn .0923 hour per hour to a maximum of twenty-four (24) days (192 hours) per year.

Total PTO maximum accrual is forty-eight (48) days (384 hours).

Part-time

Beginning with the start of the pay period in which the probationary period ends to the completion of one (1) year of employment, employees earn 0.0135 hour per hour to a maximum of three and a half (3.5) days (28 hours).

Beginning the second (2nd) year of employment to the fifth (5th) year of completed service, employees earn .0269 hour per hour to a maximum of seven (7) days (56 hours) per year.

Beginning the sixth (6th) year of employment to the tenth (10th) year of completed service, employees earn .0365 hour per hour up to a maximum of nine point five (9.5) days (76 hours) per year.

Beginning the eleventh (11th) year of employment, employees earn .0462 hour per hour up to a maximum of twelve (12) days (96 hours) per year.

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Total PTO maximum accrual is twenty-four (24) days (192 hours).

Status Changes: PTO accrual levels change the beginning of the pay period in which an employee changes status within the bargaining unit from part-time to full-time status or full-time to part-time status. Full-time PTO status is independent from part-time status.

SECTION 4: Requests for PTO

PTO is not available for use during an employee's initial probationary period.

Where possible, PTO must be scheduled in advance for time off. However, staffing and work needs are considerations. PTO use is subject to Department Head approval, department staffing needs and established departmental procedures.

PTO use is limited to a minimum of four (4) hour increments.

Employees must complete a Request for Leave form when requesting to use PTO. Such requests must have prior approval from the Department Head. Requests will not be unreasonably requested or unreasonably denied. Requests will be answered in a reasonable manner given overall schedule needs. Once PTO is approved, it will not be denied.

If PTO is requested more than sixty (60) days in advance, seniority shall be the determining factor on granting such requests. PTO leave within less than sixty (60) days' notice shall be granted on a first-come, first-serve basis.

Requests for PTO received thirty (30) days prior to the posting of the schedule shall not be unreasonably denied.

SECTION 5: Emergency Exclusions

Provided proper absence reporting procedures are followed including the 2-hour notice provision, employees may use PTO for emergency situations without the thirty/sixty (30/60) day advance notice as follows:

1. Hospital admission with documentation provided and other certified FMLA absences for the employee and qualified family member under FMLA definitions.
2. Every calendar six-months (i.e., Jan. – June; July – Dec.), employees with one or more years of continuous service may use PTO for the following non-FMLA qualifying reasons:
 - Full-time employees may use PTO for two (2) occurrences under an emergency exclusion.

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- Part-time employees may use PTO for one (1) occurrence under emergency exclusion.

For example, an employee calls her department head at noon stating she cannot report for her 2:00 pm shift. If the employee has not previously called off with less than thirty (30) days' notice during the current calendar six (6) months, an emergency exclusion use of PTO may be used.

Employees who exhaust their PTO emergency exclusions (for non-FMLA reasons) will be subject to progressive discipline under Article 22 (Attendance Management).

SECTION 6: Payment of PTO

Employees may not borrow against their PTO bank; therefore, no advance PTO shall be granted.

PTO is paid one hour-to-one hour at the employee's straight time rate. For example, a full-time employee requests five (5) days of PTO September 1st for a vacation scheduled the week of November 1st. The employee will receive forty (40) hours PTO pay. The PTO bank reduces by forty (40) hours.

With proper working notice of resignation, retirement or in the event of the employee's death, PTO pay-out at separation is as follows:

1. Employees with two (2) or more years of continuous service and less than eleven (11) years' service who separate employment with proper working notice and who have worked the full notice, will receive sixty (60%) pay out of PTO accruals.
2. Employees with eleven (11) or more years of continuous service who separate employment with proper working notice and who have worked the full notice, will receive eighty (80%) pay out of PTO accruals.

Proper working notice of resignation or retirement means the employee provided the Department Head and Human Resources with at least two (2) full weeks' notice of his/her departure and worked the full notice period.

Payment will also be granted upon death of the employee with completed service as noted above.

ARTICLE 24

SICK LEAVE & VACATION (Employees Hired Prior to June 1, 2018)

SICK LEAVE

SECTION 1: All bargaining unit employees (full-time and part-time) hired before June 1, 2018 shall earn sick leave at the rate of 4.6 hours per each 80 hours worked or .0575 hours per hour worked, until employment is severed with Wood Haven Health Care.

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

- A. Illness, injury or pregnancy related condition of the employee;
- B. Examination of the employee, including medical, psychological, dental, optical, auditory or speech/ language examination by an appropriate licensed practitioner.
- C. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time not to exceed five (5) days; One day may be taken for the death of an employee's aunt or uncle.
- D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
- E. Examination, including medical, psychological, dental, optical, auditory or speech/language, of a member of the employee's immediate family where the employee's presence is reasonable necessary;

For purposes of the Article immediate family shall include an employee's: Spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, step children, step siblings, or a legal guardian or other person who stands in the place of a parent (loco parentis).

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

SECTION 4: There shall be no limit on the amount of sick leave an employee may accrue.

SECTION 5: The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave or abuse of sick leave is suspected. (Examples would be patterned use of sick leave, consistent one day sick leave usage, sick leave usage on or around a holiday or requested day off, or limited amount of sick leave on the books without prior medical verification.)

When an employee has exhausted sick leave for a non-FMLA condition, the employee shall not be allowed to automatically use vacation. Such use, if allowed, is at the discretion of the Employer.

SECTION 6: Upon separation from the employment, an employee shall be paid per the Ohio Revised Code or Wood County Employee Handbook for county service, whichever is applicable.

VACATION LEAVE

SECTION 7: Full time employees (hired before June 1, 2018) shall earn vacation leave with pay at their regular rate without differentials. Vacation accrual is based on 80 hours worked per pay

period (prorated for full time employees who work less than 80 hours) at the accrual rate determined by the number of completed pay periods as illustrated in the Vacation Accrual table below:

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

SECTION 8: Vacation leave is intended to be taken by the employee in the year following that in which it was accrued and prior to the next recurrence of the anniversary date of employment. Vacation time may be accrued to a maximum limit of two (2) years as noted above.

SECTION 9: Vacation leave shall be taken at mutually agreeable times. All requests for vacation shall be secondary to the staffing needs of the department.

Employees must complete a Request for Leave form when requesting to use vacation time. Such request must have prior approval from the Department Head. Requests will not be unreasonably requested or unreasonably denied. Requests will be answered in a reasonable manner given overall scheduling needs. Once vacation is approved it will not be denied.

If vacation is requested more than sixty (60) days in advance, seniority shall be the determining factor on granting such requests. Vacation leave requested with less than sixty (60) days' notice shall be granted on a first-come, first-serve basis.

Requests for vacation time received thirty (30) days prior to the posting of the schedule shall not be unreasonably denied.

SECTION 10: Vacation leave shall be charged in minimum increments of one quarter (1/4) hour.

SECTION 11: Upon separation employees with greater than one year of full-time service (more than 26 bi-weekly pay periods in full time status) shall be paid at regular rate for all earned, but unused vacation leave.

SECTION 12: Part-time employees are not eligible for vacation leave accrual unless the Board of County Commissioners grant across the board part-time accrual to employees directly under their jurisdiction (excludes other County offices). The parties will meet to discuss implementation.

ARTICLE 25 HEALTH AND SAFETY

The Employer shall provide a safe and healthful place of employment for each employee per Ohio's Public Employee Risk Reduction Program. Further, no retaliatory or discriminatory actions shall be taken against any employee(s) who reports dangerous or unhealthful conditions at their place of employment to their supervisors or other proper authority or to the Union.

SECTION 1: Communicable Disease Precautions

- A. The Employer shall comply with O.S.H.A. Standards on blood-borne pathogens and Universal precautions.
- B. The Employer shall provide Hepatitis B Vaccinations, TB screening and Influenza vaccinations upon request, at no cost to the employees.
- C. The Employee's annual TB screening test will be administered to each employee at the facility's expense. If the TB screening test is not read within the required time frame necessitating an additional test, it will be at the employee's expense.
- D. Per regulation, any employee failing to complete annual TB screening within 30 days following one year from the date of their previous TB screening, cannot be allowed to work in a health care facility (have any resident contact) until a TB screening test is completed resulting in a negative reading. Management shall retain the right to remove said employee from the schedule until they have completed the test.
- E. The Employer shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning the release of client information. As part of this effort the Employer shall establish a regular schedule of patient monitoring for communicable disease. The Employer shall advise employees of appropriate precautionary procedures to take with patients in order to minimize the risk of infectious and communicable diseases to employees and other patients.

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

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

SECTION 4: The Employer shall provide one half (.5) hour of coverage on the floor for an STNA Union representative who wishes to attend a scheduled Health and Safety meeting.

**ARTICLE 26
FAMILY AND MEDICAL LEAVE**

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

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

**ARTICLE 27
INJURY LEAVE**

Workers' Compensation and Injury Leave shall be administered per the policy and procedure outlined in the Wood County Employee Handbook.

**ARTICLE 28
COURT LEAVE**

Employees appearing before the Court or other legally constituted body for matters unrelated to their employment with the County may request PTO/vacation leave, if applicable, or leave without pay. Such court appearances include but are not limited to, criminal or civil cases, traffic court, domestic relations proceedings, custody, or appearing as a parent or guardian of a juvenile.

**ARTICLE 29
MEDICAL LEAVE**

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

An employee may be granted medical leave, subject to approval by the Wood County Board of County Commissioners, without pay for up to six (6) months upon providing a doctor's statement verifying the need for leave. Employees must exhaust all available balances before requesting a medical leave of absence without pay.

At the conclusion of the leave, the employee shall return to his/her previous position or similar position within the employee's classification. If the employee's classification no longer exists, the employee shall be assigned to a position in a classification similar to that formerly held providing the employee is qualified for said position. An employee can exercise departmental seniority for purposes of shift placement upon return. If the employee does not return following an approved medical leave of absence, the employee shall be considered to have voluntarily resigned his/her position.

ARTICLE 30 HEALTH INSURANCE

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

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

ARTICLE 31 HOLIDAYS

SECTION 1: Full-time employees are entitled to eight (8) hours of holiday pay at their regular rate for the following holidays:

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

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

SECTION 3: If a holiday occurs during a period of sick or vacation leave or approved PTO, the employee shall not be charged leave on the holiday.

SECTION 4: Compensation for working on a holiday shall be in addition to the holiday pay.

- A. An employee who is required to work on New Year's Day, Thanksgiving Day or Christmas Day shall be paid one and one half (1 ½) times their regular rate of pay for all hours actually worked. Such compensation shall be in addition to any holiday pay.
- B. There shall be no payment of automatic holiday pay for any full-time employee who does not work the scheduled day before the holiday; the scheduled day following the holiday; or the holiday if scheduled.

SECTION 5: Part-time employees are not eligible for holiday pay.

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

SECTION 6: For the purpose of holiday pay, holidays shall commence at 10:00 p.m. (or the beginning of the night shift) on the day preceding the holiday and conclude at 10:00 p.m. (or the conclusion of the afternoon shift) the day of the holiday.

SECTION 7: An employee working a scheduled holiday who is sent home from work due to illness, when initiated and deemed necessary by the shift supervisor, will not lose holiday pay. Upon return to work, the employee will provide medical verification.

ARTICLE 32 SCHEDULES

SECTION 1: The work schedule shall be posted according to current departmental practice. It is agreed that employee schedules shall be posted two weeks in advance of the date of effect. An employee's posted schedule will not be changed without the employee's approval. Employees are responsible to check the schedule to confirm their work obligations. Management can change departmental posting practice. However, a labor management meeting will be held within two weeks of implementation of a change if requested by either party to consider other options.

SECTION 2: When scheduling extra hours, seniority will be taken into account.

SECTION 3: Employees shall not be scheduled to work less than fifteen and one half (15 ½) hours between shifts without the employee's consent except under emergency conditions. This provision does not apply in cases of authorized overtime.

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

SECTION 5: Employees shall have the right to trade days off provided each employee is qualified to perform the duties of the other and it does not cause the payment of overtime. The appropriate supervisor shall be given written notification signed by all employees involved in the trade at least one day in advance. If an extenuating circumstance presents itself (i.e. a weekend, a holiday, or immediate emergency), the supervisor may give phone approval. Written documentation will be completed the employee's next scheduled work day.

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

SECTION 7: If an employee is scheduled to work and is sent home due to low census, the employee shall be paid for two (2) hours.

ARTICLE 33 HOURS AND OVERTIME

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

SECTION 2: Employees shall be paid time and one-half their base rate of pay for all actual hours worked in excess of forty (40) hours in a week (i.e., sick leave, vacation, PTO, holiday pay, etc. do not count as hours worked for purposes of overtime). There shall be no pyramiding of overtime.

When an employee has work duties that require hours in excess of regularly scheduled work hours, the employee and/or the supervisor shall make every effort to adjust the employee's work schedule in the remainder of the standard work week to avoid work in excess of 40 hours. In order to properly document a schedule adjustment, the employee shall submit a Supplemental Payroll Form to note the adjustment so the time will not negatively affect an employee's attendance (i.e., tardy or leave early).

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

SECTION 3: A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of work performed. Such rest periods shall be taken near the midpoint of each half-shift unless Supervision decides otherwise.

SECTION 4: Lunch shall be an unpaid half hour. Employees must work a minimum of five (5) hours to be eligible for a lunch break. The lunch period may be taken outside of the facility if: the employee clocks in and out, has supervisor/department head approval, census and staffing levels allow, and if the lunch periods are staggered as such to provide adequate staffing levels on the floor. If an employee fails to clock-in or clock-out from their lunch period outside of the facility, they will be subject to progressive discipline.

SECTION 5: The time clock shall be utilized to document all employee activity while on the premises.

ARTICLE 34 SHIFT PICK-UP

Full time/Part time employees who pick up eight (8) extra four (4) hour shifts in a six-month period (January – June; July - December) will have one point deducted from their accumulated absence points. Scheduling for shift pick up will be determined by management.

However, if an employee calls off after accepting the extra shift, the call off will be considered an absence and will count as one point for absence.

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Any employee who picks up (eight) 8 extra shifts in a six-month period (January – June; July – December) who has no absence points will receive a day off with pay. Only one day off with pay will be awarded during the six-month period. Said day to be scheduled by management and the employee prior to the end of the next six-month period.

ARTICLE 35 MANDATION

SECTION 1: Under mandation policies, employees will be required to stay over and work additional shifts if management determines the need for additional staff. Refusal to do so by an employee will result in progressive discipline.

SECTION 2: The Employer will attempt to use volunteers, and part-time employees which do not result in overtime before mandating employees to work overtime.

SECTION 3: Employees who are mandated four (4) or more times in the same month will receive double time (2x) for all hours mandated after the 4th time in that same month.

SECTION 4: The mandation list per shift will be posted and updated daily by the supervisors so that employees are aware of how soon they may be mandated.

ARTICLE 36 IN-SERVICE EDUCATION AND TRAINING

SECTION 1: In-service education and training may be scheduled by the facility monthly, quarterly, annually or on an as needed basis and be limited to employees in a specific job classification or department or applicable to all facility staff. Employees are expected to attend scheduled in-service sessions as applicable.

In-service education may also be scheduled through on-line training (ie. Relias). Employees are expected to complete all assignments within allotted time frames. Employees may use facility computers if available.

If using a personal computer outside of scheduled work hours, employees may be compensated for completed training.

In order to receive payment for courses completed through December 2020, employees may be compensated for one (1) hour of training per month provided proof of course completion is received prior to the end of the month for which the course was completed.

Beginning January 1, 2021, a course list of required training will be provided to staff on an annual basis. Employees may be compensated for completed training based on course credit hours. Proof of completion must be submitted by the end of the pay period in which the training was completed in order to receive payment.

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SECTION 2: Training Requirements:

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

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

Dietary, Housekeeping, and Laundry: Employees are required to complete courses as assigned to their classifications.

SECTION 3: Any off duty employee who comes in to attend the regular scheduled in-service education and training session will receive a minimum of two hours pay. Off duty STNA's not attending will be given opportunity to attend a make-up session but shall be paid only the actual time spent in make-up attendance at straight time pay. All make-up in-service education and training sessions will be scheduled with the employee's supervisor or department leader.

ARTICLE 37 WAGES

SECTION 1: A 3% increase to the base rate will be effective with the first day of the pay period in which June 1, 2020, falls for employees who hold employment status as of June 1, 2020.

SECTION 2: Effective June 1, 2020, employees shall be paid the hourly rate of pay that corresponds to their classification and years of service in the classification as listed below.

Classification	Hire Rate	Completion of Probationary Period	1 Year	3 Years	5 Years	10 Years
Non-State Tested Nursing Assistant	\$12.03	-	-	-	-	-
State Tested Nursing Assistant	\$13.37	\$13.83	\$14.24	\$14.71	\$15.18	\$15.64
Cook	\$12.00	\$12.48	\$12.92	\$13.47	\$13.96	\$14.46
Dietary Aide	\$10.75	\$11.25	\$11.69	\$12.24	\$12.68	\$13.20
Housekeeper	\$10.75	\$11.25	\$11.69	\$12.24	\$12.68	\$13.20
Laundry Aide	\$10.75	\$11.25	\$11.69	\$12.24	\$12.68	\$13.20

SECTION 3: The parties agree to a limited mid-term re-opener solely for the purpose of negotiating wages. The limited wage negotiation shall commence between May 3, 2021 and May 10, 2021 and if needed Between May 2, 2022 and May 11, 2022. The effective dates will be the first pay period that June 1, 2021 and June 1, 2022 fall within.

SECTION 4: Probationary and anniversary increases shall be applied the beginning of the pay period in which the change occurs.

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ARTICLE 38 DIFFERENTIALS

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

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

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

SECTION 4: Afternoon Shift Differential- Nursing employees in the bargaining unit (nurse aides) shall be paid a \$.25/hour differential for hours worked on the second (afternoon) shift.

SECTION 5: Night Shift Differential – Nursing employees in the bargaining unit (nurse aides) shall be paid a \$.15/hour differential for hours worked on the third (night) shift.

SECTION 6: Employees training new employees within the same department as the employee will earn a \$.50/per hour differential for all hours worked in this capacity.

ARTICLE 39 EXPERIENCE DAY

Employees with 15 years or more of completed service with Wood Haven will be given either a day off with pay or pay in the equivalent of one day's pay at that employee's rate of pay in both year one and year two of this contract.

In year three of this contract, the employee will be allowed one day off with pay.

ARTICLE 40 DURATION

June 1, 2020 - May 31, 2023.

In witness whereof the parties hereto have caused this agreement to be duly executed on this

25th day of June, 2020.

WOOD HAVEN HEALTH CARE

Dennis J. Herringshaw
Gregory J. Herringshaw
Mark H. Herringshaw

BOARD OF COUNTY COMMISSIONERS
WOOD COUNTY, OHIO

ATTEST:

Sandy A. Long
CLERK OF SAID BOARD

[Signature]
ADMINISTRATOR
WOOD HAVEN HEALTH CARE

S.E.I.U. DISTRICT 1199, WV/KY/OH
THE HEALTH CARE AND SOCIAL
SERVICE UNION

[Signature]
President

RESOLUTION NO. 20-00689

In the matter of authorizing a union contract)	County Commissioners' Office
between Wood Haven Health Care and)	Wood County, Ohio
SEIU District 1199 effective 6/1/2020)	June 25, 2020
through 5/31/2023.)	

WHEREAS, negotiations have been completed between Wood Haven Health Care and SEIU Health Care and Social Services Union, District 1199; and

WHEREAS, Jeff Orlowski, Administrator for Wood Haven Health Care, recommends that an agreement be authorized between the Wood Haven Health Care and SEIU, Health Care and Social Services Union, District 1199, effective June 1, 2020, through May 31, 2023; therefore be it

RESOLVED, by the Board of County Commissioners of Wood County, Ohio, that an agreement between Wood Haven Health Care and SEIU, Health Care and Social Services Union, District 1199, be and is hereby authorized effective June 1, 2020, through May 31, 2023; and be it further

RESOLVED, that a copy of said agreement shall be attached to this resolution as if rewritten herein upon final signatures by all parties.

Commissioner LaHote moved and Commissioner Bowlus seconded the resolution and the roll being called on its adoption, the vote resulted as follows:

Dr. Theodore H. Bowlus yes Craig LaHote yes Doris I. Herringshaw, Ed.D. yes

Attest: Sandy A. Long
Clerk of said Board.

Jmd

attachment

cc: Auditor
Wood Haven & Union
Steve Spinn
file