

**AGREEMENT**

**BETWEEN**

**OHIO LIVING QUAKER HEIGHTS**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

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## AGREEMENT

THIS AGREEMENT, is made and entered into by and between OHIO LIVING QUAKER HEIGHTS of Waynesville, Ohio, located at 514 High Street, Waynesville, Ohio, 45068, hereinafter referred to as "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE 1- UNION RECOGNITION

1. Employer recognizes the Union as the sole and exclusive representative of a bargaining union consisting of:
  - a. All service and maintenance employees including Nursing Assistants, Licensed Practical Nurses, Companions, Dietary, Maintenance, Laundry/ Housekeeping and Activities employees employed by the Employer at its, 514 High Street, Waynesville, Ohio facilities
2. Excluded from said bargaining unit are the following employees of Employer:
  - a. All registered nurses, office clerical employees, and all professional employees, guards, and supervisors as defined in the Act, and all others not specifically included in the unit outlined above.
3. Unless otherwise noted, the word "employee" as used in this Agreement means the employees in the bargaining unit covered by this Agreement as defined in Article I, Section 1 hereof.
4. This Agreement, and all rights, duties and obligations created by it, is confined to the Employer's locations set forth in Article I, Section 1 above and confers no rights, duties or other obligations at any other property of business owned, operated or acquired by the "Employer," except that if two-thirds (2/3) or more of the employees employed at the locations set forth in Article I, Section 1 are transferred together to a *new* property or business owned, operated or acquired by the Employer, the Union will be recognized at such property or business.
5. In the event the Employer acquires new property or business located within Warren County, Ohio, which is similar in operations as current business at locations in Article I, Section 1, and has 10 or more employees the Employer agrees to a neutral third party card check. If the majority of employees request C.W.A. as their exclusive Bargaining Agent, the Employer agrees to grant voluntary recognition to C.W.A.
6. In the event the employer sells Quaker Heights Skilled Nursing Home or Assisted living located at 514 High Street, Waynesville, Ohio, this agreement shall be binding on any successor and assign.

## **ARTICLE 2 - NO DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate as prohibited by law against or in favor of any employee on account of race, color, creed, national origin, religion, sex, age, handicap of an otherwise qualified individual, or other classification protected by applicable law.

## **ARTICLE 3- RESPONSIBLE UNION-EMPLOYER RELATIONSHIP**

1. The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. The Employer and Union further recognize that it is in the best interest of all parties concerned to resolve issues of mutual concern in a responsible, cooperative manner. When either party identifies such issues, a Joint (ad hoc committee) Resolution Team may be formed to address them, and attempt to reach resolution by common consensus. The committee shall consist of at least three but no greater than six members representing the Union, at least three but no greater than six representing the Employer, and may also include a neutral third party trained in mediation.

2. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the unit covered by this contract their purpose to conduct themselves in a spirit of responsibility and respect toward one another and of the measures the parties have agreed upon to insure adherence to this purpose.

## **ARTICLE 4 - EMPLOYEES**

1. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from date of hire. During such probationary period, the probationary employee is not eligible to participate in the benefits provided under this Agreement and is subject to termination at the sole discretion of the Employer without recourse to the grievance and arbitration provisions of this Agreement.

a. Union Steward(s)/Union will be alerted of the first day orientation for purposes of informing new employee hires who will be eligible for membership of union obligations and rights.

2. Following the completion of their probationary periods, employees will be classified as:

a. Non-probationary full-time employees: those who are scheduled to work thirty- six or more (36) hours or more during the regular work period of seven (7) consecutive days.

b. Non-probationary part-time employees: those who are scheduled to work more than twenty (20) hours, but less than thirty-six (36) hours during the regular work period of seven (7) consecutive days.

c. Non-probationary PRN employees: those who are scheduled to work as needed during a regular work period of seven (7) consecutive days.

1. PRN employees are expected to work at least two full 12 hour shifts, one of these 12 hour shifts must be a weekend shift unless it is not available from the Employer, and take a minimum of 2 on-call shifts every 30 days. PRN employees must also be on-call for a 12 hour shift on a holiday, unless otherwise designated in writing and approved by the Employer and the Union.
  
- d. Modified duty, also known as light duty, employee is an employee covered by the collective bargaining agreement returning from a leave of absence due to personal illness or injury for which a modified list of job duties have been developed by qualified health professionals. The Union and Employer will agree upon job duties and wages on a case-by-case basis.

#### **ARTICLE 5- MANAGEMENT RIGHTS**

1. Except as otherwise expressly limited by this Agreement, all rights, powers, and authority of the Employer to manage its business are retained. The Employer retains the exclusive right to direct and control operations: to hire, direct, classify, temporarily reassign, assign, schedule, transfer, evaluate, promote, demote and lay off employees; to suspend, discipline or discharge employees for just cause; to promulgate reasonable rules and regulations governing the conduct of employees; to determine the classifications, size and duties of the workforce; to determine work methods, standards, materials and equipment; to introduce new or improved methods or facilities regardless of whether the same causes a reduction in the workforce; to determine staffing patterns and shift; to assign and allocate work within and between departments; to recognize, discontinue, combine, subtract or enlarge any department, portion thereof, brand or operations or any work with consequent reduction or other changes in the work place; and to otherwise in all respects carry out all ordinary and customary functions of management. The Union undertakes for itself, its representatives, agents, and members to cooperate fully with the Employer in the exercise of these management rights.

2. Bargained for work will be performed by bargained for employees however, nothing in this Agreement shall prohibit working Supervisors from performing bargaining unit work which they have historically performed, nor shall it preclude the Employer from assigning Supervisors temporarily to perform bargaining unit work in emergency conditions, for the purpose of training or to comply with the law.

3. The Union and Employer acknowledge and that the Employer must comply with the federal and state regulations which dictate the adequate personnel necessary to provide care and services to the residents. Should conditions arise that require the use of agency staff in order to temporarily (temporary assignments shall not be made for longer than a six month period in a calendar year, but may be extended as circumstances warrant upon mutual agreement between the Employer and the Union) meet federal and state minimum required staffing levels, the Employer agrees to notify the union in advance of its decision to temporarily use agency staff. During the term of this Agreement the Employer agrees that it will not subcontract out bargaining unit work historically performed by the following unit positions: STNA, LPN, Companions, Activity Aides and Maintenance without first meeting with and bargaining with the Union regarding the decision. Neither party may refuse, for any reason, to meet and bargain on this issue. Said bargaining shall commence no later than 15 days after Employer makes a written request to the Union to meet and bargain.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

1. The regular work period for full-time employees is forty (40) hours in a seven (7) consecutive day period. The regular work period for all employees scheduled to work twelve (12) hour shifts is thirty-six (36) hours in a seven (7) consecutive day period. The regular work period shall begin at 12:01AM Wednesday and end at 12:00 midnight the following Tuesday. Employees will be paid at the rate of one and one-half (1 and 1/2) times the employee's regular hourly rate of pay for all time worked in excess of 40 hours during the 7 day regular work period.

- a. Overtime earned during a period when a weekend hourly differential rate of pay is in effect shall be paid at one and one-half (1 1/2) times the employee's weekend shift differential rate of pay.

2. Whenever, in the Employer's sole determination, cost and service consideration permit, employees will not be scheduled to work more than seven (7) consecutive days, and will be given two (2) or more consecutive days off at a time during a work period.

3. The Employer shall provide full-time employees a thirty (30) minute unpaid lunch period during each shift, to be scheduled between the third and fifth hours of each eight (8) hour shift and between the fifth and seventh hours of each twelve (12) hour shift. Employees must clock in and out for lunch if leaving premise.

4. Employees working eight (8) hour shifts shall be entitled to two (2) fifteen (15) minute paid rest periods to be scheduled by their Supervisors during their shifts. Employees working twelve (12) hour shifts shall be entitled to three (3) fifteen (15) minute paid rest periods to be scheduled by their Supervisors during their shifts. In the event the employee works over 12 hours, they must communicate with the shift supervisor regarding additional break time.

5. Shifts for which an employee is paid or excused for Union business, but they do not work, shall be considered time worked for purposes of computing overtime.

6. The Employer may ask employees to work hours for which they have not been previously scheduled to work (unscheduled hours) as business needs require. The Employer will fill unscheduled hours requirements in the following manner:

- a. When unscheduled hours are required, all full-time and part-time employees who are on a shift and within the job classification and department where the unscheduled hours are required, and who are on the Employer's premises when the hours are required, will be asked to volunteer to work the unscheduled hours in order of their seniority.
- b. If no on-premises employee volunteers for the unscheduled hours, the Employer will call those eligible employees who are not on the premises who have signed the unscheduled hours volunteer list.

7. Employer will post available overtime shifts. Employees will submit requests for overtime shifts by priority. Employer will rotate the awarding of shifts by seniority until the list of open shifts are covered by

the rotation. For example, the most senior employee will receive their first shift placed on their priority list. The next senior employee will receive their first shift placed on their priority list which is still open. This rotation will continue until all posted overtime shifts are awarded. The Employer will post available open shifts by the time clock. Open shifts may also be communicated to employees via the messaging system.

**8. ON-CALL - Employer shall provide sufficient staff to meet the needs of residents in compliance with all applicable regulations and laws. It may be necessary to activate on-call employees to ensure adequate staffing for each shift. This applies to all full time, part time and PRN Nursing and Assisted Living Department employees. Employees will be on notice for two hours before and two hours after the start of their on-call shift.**

- a. Employees may not refuse to take "on-call" under the urgent staffing conditions as determined by the Administrator or Executive Director. Changes in the on-call schedule must be approved by the Administrator.
- b. All certificate and licensed staff must be trained in accordance with applicable Assisted Living regulations and laws to cover Assisted Living vacant shifts.
- c. Employees are expected to report to work no later than one hour following notice of activation. A person who is on-call who cannot be contacted or who fails to report for work when called will be subject to disciplinary action commensurate with a no call no show.
- d. When on-call personnel are called back to work (activated), they will be paid for not less than one (1) hour of work time. During an activation shift, an employee will receive overtime pay as it is applicable to hours over 40 per week.
- e. When on-call personnel are activated they will be paid a bonus of not less than \$50 for at least one half of a shift up to eight hours, and a \$100 bonus for a full shift beyond eight hours. On-call bonuses may not be factored into base pay for the purposes of overtime calculations, weekend premium pay, or holiday pay for worked time. It is a flat rate added to the employee's hourly compensation above and beyond the premium or differential pays.
- f. Employees who call off for shifts within the pay period without a physician's written excuse, or outside the excused absences as outlined in this Contract, will result in the loss of the ON-CALL, bonuses earned in the same pay period.
- g. Maintenance staff shall be paid a weekly on-call rate of \$25.00 per week/\$50 bi-weekly/\$100 per month

**9. Non-exempt employees will be paid time and one-half (1.5 of hourly rate for the shift) for all activated time worked beyond 40 hours. Activated time will be used in the computation toward overtime.**

**10. Senior members of the collective bargaining unit may not force trades or otherwise change the on-call rotation. They may, however, exercise their seniority and assume junior**

members already scheduled on-call shifts. Notification of the assumed shifts must be submitted to the department director in writing not less than 24 hours in advance of the shift.

11. The Employer will not schedule an employee for a split shift, unless the employee volunteers to work a split shift.

12. An Employee who is required to report to work during their scheduled time off will be paid a minimum of one (1) hour, regardless of hours worked. Efforts will be made to cluster meetings to avoid multiple returns to work on scheduled time off. Day shift employees on shift are exempt. Night shift employees working consecutive shifts before and after mandatory meeting are exempt. Information packets will be distributed to those employees with the expectation to review and sign an acknowledgement of receipt.

13. Unless otherwise approved by the administrator, class attendance and study must be made outside the employee's regularly scheduled work time. However, for those employees whose schedules are flexible beyond the traditional M-F/ 9-5 business workweek, reasonable accommodations will be made to allow for attendance of scheduled classes, so long as they meet the criteria for educational assistance. Proof of class attendance must be submitted monthly in order to continue the schedule accommodations for the duration of the course. No more than two employees per shift in one department will be permitted to have schedule accommodations for course attendance. This accommodation for attendance at enrolled courses will be awarded based on seniority. All others enrolled in courses will be required to follow the protocol for shift changes among peers.

#### **ARTICLE 7 - SENIORITY**

1. Bargaining unit seniority for all members of the unit as of the effective date of this Agreement shall be defined as the length of time an employee has been continuously employed in any capacity by the Employer since their most recent date of hire. Bargaining unit seniority for any employee who becomes a member of the unit after the effective date of this Agreement, either by virtue of hiring into or transferring into the unit, shall be defined as the date on which such employee entered the bargaining unit.

2. An employee's seniority shall be lost when the employee:

- a. terminates voluntarily;
- b. is discharged for just cause;
- c. fails to report as scheduled following an official leave of absence or vacation;
- d. is laid off for a period exceeding twelve (12) consecutive months;
- e. fails to return for work within ten (10) days after written notification has been mailed at their last known address to return to work from layoff;
- f. has any other termination of employment.



3. In the event a layoff is necessary in a job classification, probationary employees in the job classification shall be laid off first without regard to their individual periods of employment. Non-probationary part-time employees in job classification must be laid off before full-time employees in their job classification, or if a part-time employee has greater seniority than a full-time employee, the part-time employee must be willing to accept full-time employment in the job classification in order to exercise their seniority over a full-time employee.

4. An employee with one (1) or more years of seniority who is laid off or displaced due to a reduction in workforce may accept the layoff or exercise their seniority reassignment rights by displacing the least senior employee in a job classification in which they *have* the present ability and qualifications to perform. The displaced employee may take the layoff or exercise their seniority reassignment rights as aforementioned.

5. An employee who declines to exercise their seniority reassignment rights will in no way prejudice their right to recall from layoff as set forth below. Employees who have been laid off shall be recalled when a job vacancy occurs in accordance with their seniority in the reverse order in which they were laid off provided each has the present ability and qualifications to perform the vacant job, and if not, then the next senior employee with the present ability and qualifications will be offered the position, and so on. Probationary employees who have been laid off shall have no recall privileges. Employees who have been laid off must keep the Employer informed of the address at which they can be reached. Recall offers will be made by registered or certified mail, return receipt requested, to the last address furnished to the Employer. In the event the recall offer is returned to the Employer undeliverable because the employee is no longer at the address to which the offer was sent, the employee will be considered to have quit work pursuant-to Paragraph 2(e) above.

6. When a job vacancy exists which the Employer desires to fill, the Employer will give full disclosure of job vacancy and consideration to an employee's written request to transfer from one job to another, provided the employee is qualified, as determined by the employer, to perform all of the duties of the job and is willing to work the required schedule of hours. An employee who wishes to transfer to a job vacancy must notify the Administrator or designee in a dated writing, stating their desire to transfer, the job to which they desire to transfer, the hours or shift they will work and their reasons for desiring to transfer. Where two (2) or more equally qualified employees seek transfer to the same job vacancy, the Employer shall select the employee who has the greater seniority. If no employee seeks to transfer to a job vacancy, or if no employee is deemed by the Employer to be qualified for a job vacancy, the Employer may hire a new person to fill the job (an employee's request to transfer to a Job and hours or shift will not be considered again for three (3) months after the employee declines to accept a transfer to a Job and hours or shift previously requested). Job vacancies will *be* posted by the Employer on the employee bulletin board for 10 days.

7. An employee transferred shall serve a probationary period on a new job for thirty (30) days. During this period, the employee may, upon request, return to their former position for any reason if they are not satisfied with the transfer; provided, their former position has not been

filled. If the position has been filled, the Employer will consider an employee request to return but is not obligated to grant the request. During this period, the Employer may return the employee to their former position if, for any reason, the Employer is not satisfied with the transfer.

#### **ARTICLE 8 - NO STRIKE/NO LOCKOUT**

1. No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation, or stoppage in interruption of work, boycott, or other interference in the operations of the Employer or instigate or promote any such actions.
2. The Union, its officers, agents, representatives, stewards, and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-in, sit-down, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or condone or lend support to any such conduct or action.
3. Should any conduct prohibited by this Article occur, the Union shall *upon* request by the Employer:
  - a. Publicly disavow such action by the employees;
  - b. Advise the Employer in writing that such action by employees has not been called for or sanctioned by the Union;
  - c. Notify the employees of its disapproval of such action and instruct them to immediately cease such action;
  - d. Take any other reasonable action requested by the Employer to assist in causing such prohibited action from continuing.
  - e. The Employer shall not lockout employees during the term of this Agreement.

#### **ARTICLE 9 - UNION ACCESS**

1. Upon reasonable advance notice to the Administrator or designee, representatives of the Union shall have reasonable access to the Employer's premises to confer with the Employer's managers and/or employees covered by this Agreement for purposes of administering this Agreement. Such conferences will be held at times mutually agreeable to the Union and the Employer, and in areas acceptable to the Employer and shall not interfere with patient care, operation of the facilities or performance of duty by any employee.
2. The Employer shall furnish a bulletin board to be used by the Union for posting notices of Union meetings and notices of other Union business directly related to the bargaining unit. Each posted notice must be identified as being distributed by the Local Union.

## **ARTICLE 10 - UNION STEWARDS**

- 1. The Employer recognizes the right of the Union to designate "Union stewards" to represent it with respect to the enforcement of this Agreement and to perform other Union responsibilities. The Employer is required to recognize and deal with as representatives of the Union only those stewards who are employees of the Employer with seniority rights and whom the Union has identified in writing as Union stewards.**
- 2. It is understood that any steward who represents an employee working on a shift other than the shift the steward works will not be paid by the Employer for either their off shift representation time or travel time to or from the facility for such representation.**
- 3. When an employee is called into an investigative meeting where the Employer suspects that the results of the investigation may lead to discipline for that employee, the employee will be so advised at the beginning of the meeting and they may ask to have a Union steward present during their interview. If, during an investigative meeting in which an employee has no Union steward present, the employee acquires a reasonable belief that the investigation will result in discipline, the employee will be offered the opportunity to have union representation and recommence the meeting in a Union steward's presence.**
- 4. Union stewards may not cease or fail to perform assigned tasks in order to investigate complaints or grievances on working time, unless expressly authorized by the Administrator or designee to do so.**
- 5. The Employer and Union will cooperate in scheduling unpaid time off work for steward(s) to attend Union functions, provided the Local Union President or designee notifies the Administrator or designee two (2) weeks in advance of the function and the names of no more than two (2) stewards requested to be released from work at one time.**
- 6. Unpaid Union business leaves of absence will be granted by the Employer, provided that no more than two (2) employees shall be on Union business leave at any one time, *and* provided that Union business leave must be requested at least thirty (30) days in advance of the effective date of the leave and that the leave of absence will not exceed a two (2) week period, unless mutually agreed. Employees on unpaid Union business leave of absence shall continue to accrue seniority, PTO time, and insurance benefits during the leave.**

## **ARTICLE 11- UNION SECURITY AND DUES CHECK OFF**

- 1. When authorized in writing to do so by an employee, the Employer agrees to make payroll deductions of Union dues, on the form attached to this Agreement as Appendix A, in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.**
- 2. Dues will be deducted from each paycheck in each month beginning in the month following the Employer's receipt of the deduction form on or before the twenty-fifth (25<sup>th</sup>) of the preceding month.**

3. The Employer shall be relieved from making such deductions upon (a) termination of employment, (b) transfer to a job other than the one covered by the bargaining unit, (c) layoff from work, (d) authorized leave of absence in excess of thirty (30) days, and (e) revocation of the check off authorization In accordance with the terms of this Agreement, the authorization form, or applicable law.

4. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions. The inability of the Employer to deduct dues pursuant to this paragraph shall not relieve the employee of their duty to pay dues for such month.

5. Each month, the Employer shall remit to the Secretary- Treasurer all dues deducted for the preceding month, together with the list of all employees for whom dues and/or initiation fees have been deducted.

6. It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee, and any judgments, costs or expenses, including attorney fees, arising from deductions of dues paid by the Employer hereunder; once the funds are remitted to the Union, their dispositions thereafter shall be the sole and exclusive obligation and responsibility of the Union.

7. The Employer agrees to furnish the Union each month the names of newly-hired employees, their addresses, social security numbers, work classifications, and dates of hire; the names of terminated employees with their dates of termination; and the names of employees on leave of absence.

8. Any change in the amount of monthly Union dues will be certified to the Employer by the Secretary- Treasurer of the Union on or before the 25th day of the month preceding the month in which the dues change shall become effective.

9. Irrespective of membership in the Union, each current bargaining unit employee described in Article I of this Agreement, and all bargaining unit employees hired on or after the effective date of this Agreement, shall, as a condition of employment, on the 91<sup>st</sup> day following their date of hire, pay to the Union one of the following:

- a. A regular monthly agency *fee* equal to the regular monthly dues of the Union if such employee elects not to be a member.
- b. Regular monthly dues of the Union if the employee elects to be a member.

## ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

1. Should differences arise between the Employer and the Union regarding the interpretation or application of any terms or provisions of this Agreement, such matters shall be processed according to the grievance procedures set forth in this Article. This process includes the grievance up to and including Arbitration. It shall be the objective of both the Employer and the Union to settle any grievance promptly and at *the* lowest step of the grievance procedure. The Union Steward or Union Representative and Employer will make an earnest and honest effort to settle differences and disputes prior to filing a written grievance.

2. The grievance procedure shall consist of the following steps:

- a. Step 1- The grievance must be presented by the Local Union to HR, in writing, within 21 days of the act or failure to act which is the subject of the grievance, unless the parties mutually agree in writing to an extension of the 21 day period.
- b. Step 2- If the grievance is not settled at Step 1, and the Local Union wishes to appeal, the appeal must be presented by the Local Union to the Executive Director, in writing, within 14 days of receiving the Employer's written position at Step 1.
- c. Step 3 - if the-grievance is not settled at Step 2, the Local Union or District Union may proceed to Arbitration.

3. In the event the Local Union falls to advise the Employer of its decision to appeal within the time limits specified in paragraph 2, Steps 1 and 2, above, the Employer's decision will stand and the grievance will be considered closed.

4. At steps 1 and 2 of the grievance procedure, the Local Union Representative shall set forth in writing the identity of the aggrieved employee or group of employees involved, a statement of the act or occurrence complained of the date thereof, the provision(s) of this Agreement alleged to have been violated and the remedy requested.

5. At each step, grievances shall be either settled, recessed to a mutually agreed date, or appealed to the next higher step. The position of the Employer at Steps 1, and 2 shall be given to the Union within fourteen (14) days of the close of the grievance meeting(s), or within a mutually agreed upon later date. *Where* no decision is received by the Local Union within the time period described, the grievance shall be considered denied by the Employer and the Union may appeal to the next step.

6. Discharge grievance may be filed at Step 1 of the grievance procedure where the Local Union so notifies the Employer within five (5) days of the discharge. The Step 1 meeting is to be held within fourteen (14) days of notification. All other steps and time limits set forth in this Article shall apply.

7. All time limits shall be considered as consecutive calendar days (Sunday through Saturday) excluding Holidays.

**8. Discussion or Settlement of Grievance:**

- a. When an employee has referred a grievance to the Local Union and the Local Union Representative has so informed the Employer the Local Union represents the employee, the Employer shall not discuss or settle such a grievance directly with said employee initiating the grievance. The Administrator or designee(s) shall then meet with the representative(s) from the Union (Local or International) at a mutually agreed time and place to investigate and discuss the grievance. The Employer will not be required to pay any employee for attendance at such meeting if held on a shift other than that scheduled for the employee.

**9. Arbitration:**

- a. An arbitrable matter may be submitted to arbitration, at the request of Local Union or International Union Representative by notifying the Administrator or designee, in writing of the Union's intent to arbitrate within thirty (30) days of the final written decision rendered at Step 2 under the grievance procedure.
- b. If the parties cannot agree upon an Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service submit a panel of ten (10) qualified Arbitrators. The parties shall attempt to select an Arbitrator from this panel. In the event the parties cannot agree on an Arbitrator from the original panel, then the parties shall request a second panel containing ten (10) names of qualified Arbitrators. The parties shall then alternatively strike names from the list, the Union striking first, until one name remains who shall be the Arbitrator.
- c. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the employee(s). The Arbitrator's decision must be based solely on an interpretation of the express provisions of this Agreement; and the Arbitrator shall have no power to amend, take away, ignore, modify, add to, or change any of the terms and provisions of this Agreement. In addition to the exceptions to Arbitration specified elsewhere in this Agreement, only grievances which are based upon the claimed violation or misinterpretation of an express provision of the Agreement shall be arbitrable. No Arbitrator shall have the power to decide any questions, which under this Agreement is within the exclusive right of the Employer.
- d. Fees, excepting legal fees, and expenses of the arbitration, including room rental, shall be borne equally by the parties.

**ARTICLE 13 - EFFECT OF LEGISLATION/SEPARABILITY**

1. It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and order of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of Ohio, or of the municipality wherein Employer's facilities are located, such provisions shall be superseded by the appropriate provision of such law or regulation for as long as the same is in force and effect, but all other provisions of this Agreement shall continue in force and effect.

**ARTICLE 14 - WAGES**

1. The wage scale for each job classification is as follows:

**STNA:**

| <b>Years of Work Experience</b> | <b>Wage Rate</b> |
|---------------------------------|------------------|
| <b>0-2yr</b>                    | <b>\$13.50</b>   |
| <b>3-4yr</b>                    | <b>\$14.00</b>   |
| <b>5+yr</b>                     | <b>\$15.00</b>   |

**LPN:**

| <b>Years of Work Experience</b> | <b>Wage Rate</b> |
|---------------------------------|------------------|
| <b>0-2yr</b>                    | <b>\$22.00</b>   |
| <b>3-4yr</b>                    | <b>\$23.00</b>   |
| <b>5+yr</b>                     | <b>\$24.00</b>   |

**Resident Assistant/Activity Assistant:**

| <b>Years of Work Experience</b> | <b>Wage Rate</b> |
|---------------------------------|------------------|
| <b>0-2 yr</b>                   | <b>\$11.50</b>   |
| <b>3-4 yr</b>                   | <b>\$12.50</b>   |
| <b>5+yr</b>                     | <b>\$13.50</b>   |

**Maintenance:**

| <b>Years of Work Experience</b> | <b>Wage Rate</b> |
|---------------------------------|------------------|
| <b>0-2 yr.</b>                  | <b>\$14.00</b>   |
| <b>3-4 yr.</b>                  | <b>\$16.00</b>   |
| <b>5+ yr.</b>                   | <b>\$18.00</b>   |

2. Wages for full-time, part-time and PRN employees will increase by the following amounts the first day of the payroll period following the ratification of the collective bargaining agreement by the bargaining unit:

a. To the extent the employee is below the wage rate scale for his/her job classification and Years of Work Experience (defined below), the employee will be increased to the applicable wage rate level plus the Compression Rate (defined below).

b. To the extent the employee is above the wage rate scale for his/her job classification and Years of Work Experience, the employee will be increased three percent (3%).

3. To the extent a full-time, part-time and PRN employee is below the wage rate scale for his/her job classification and Years of Work Experience, his/her wages will be increased to the applicable wage rate level the first day of the payroll period following:

- July 1, 2021
- July 1, 2022
- July 1, 2023

4. Wages for full-time, part-time and PRN employees will increase by the following amounts the first day of the payroll period following July 1, of each year:

- July 1, 2021 two percent (2.0%)
- July 1, 2022 two percent (2.0%)
- July 1, 2023 two percent (2.0%)

The above increases will apply after an increase to an employee's wages, if applicable, under section 3.

5. Newly hired employees may, at the discretion of the Employer, be given credit for their prior verifiable and applicable work experience with other employers for purposes of establishing the employee's starting rate under the wage scale schedule set forth in section 1. The Employer shall have the right to increase wage rates for all employee job classifications (nursing and non-nursing) and/or for Years of Work Experience after notice to the Union. To avoid compression caused by the increase in wage rate(s), any current employees in the job classification and having the Years of Work Experience (determined by the work experience credit provided at time of hire for the job classification plus employee's seniority with Employer in the job classification) shall be raised to the level of 10¢ per hour ("Compression Rate") more than the new applicable wage rate if they are at or below that level. As used in this Article, "Years of Work Experience" for new hires means the credit given by the Employer for prior verifiable and applicable work experience with other employers. As used in this Article, "Years of Work Experience" for current employees means the work experience credit provided at time of hire for the job classification plus employee's seniority with Employer in the job classification.

The Employer may, in its discretion, provide a newly hired employee a starting rate that exceeds the wage rate schedule set forth above. To avoid compression, any current employees in the job classification and having the same Years of Work Experience at or below the starting wage rate of the newly hired employee shall be increased to said wage rate plus the Compression Rate. Within thirty (30)



days of such a hiring, the Employer will provide the Union notice of the hiring and the resulting increase to any current employee(s).

6. Employer reserves the right, in its sole discretion, to institute and then change or remove such instituted wage differential(s) for certain job classifications and/or shifts upon thirty (30) day written notice to the Union.

7. If during the term of this Agreement the state or federal minimum wage is increased and employees are below the applicable minimum, the parties shall meet to re-open negotiations concerning hourly wage rates of employees below the applicable rate only, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8. Employees working out of their job title at a same or lower classification shall be paid at the same rate as their job title. Employees working at a higher classification shall be paid the wage rate of their Years of Work Experience for that job title.

#### **ARTICLE 15- BENEFITS**

1. Full-time employees in the bargaining unit (regularly scheduled to work thirty (30) or more hours per week) will be eligible for Employer full-time employee benefits at contribution and benefit levels offered to non-bargaining unit employees of Employer (currently health, dental, vision, life, short-term disability and long-term disability). With no less than thirty (30) days advance notice to the Union, the foregoing benefits, including but not limited to, the insurance carrier, contribution levels and benefit levels, may be changed, modified, and/or amended at any time so long as the changes, modification, and/or amendments apply to non-bargaining unit employees of the Employer.

2. Eligible employees in the bargaining unit will receive the same opportunity to contribute and receive contributions to the 403(b) Retirement Plan offered by Employer to non-bargaining unit employees of Employer and who are defined as an "Eligible Employee" by the plan.

3. For the 2020-2021 full-time insurance benefits year, open-enrollment will be held for the full-time employees within a reasonable period of time after ratification of this Agreement and the full-time benefits elected will be effective the first of the month following open-enrollment..

#### **ARTICLE 16 - TREATMENT OF TIME NOT WORKED**

1. Any absence greater than 3 calendar days requires that a leave of absence be requested. Full-time and part-time employees, upon completion of their probationary periods, shall be entitled to leave as follows:

a. **Bereavement.** Full-time employees, and part-time employees who work 20 or more hours per week, may be granted up to three (3) scheduled workdays of leave time, with pay, in the event of a death in the employee's immediate family.(For purposes of these policies, "immediate family" is defined as a spouse, child, parent, parent-in-law, brother, sister, brother/sister-in-law grandparent, grandchild or any person living within the same family and/or the same household as the employee.) Immediate family may include extended family (i.e. stepfamilies), if approved by the Executive Director, in their sole discretion, on a case-by-case basis. Should a death occur to a relative outside the employee's immediate family, the employee may be given a bereavement benefit of one (1) scheduled work day , with pay, to attend the funeral or memorial service of a relative not in the immediate family. Bereavement pay is offered for those days that the employee is scheduled to work. The employee should notify their supervisor as soon as possible of their desire to apply for this approved absence.

b. **Jury Duty.** An employee summoned to serve as a juror in a federal or state court must notify the Employer immediately of the dates for which they are required to report for jury duty. The employee shall then be given time off to perform such duty. If a full-time or part-time employee loses scheduled time from work because of jury duty, they shall be paid their regular rate of pay times the number of regular hours missed; however, the Employer shall not be required to provide such compensation for a period exceeding two (2) weeks, unless required by the court and employer attempts and fails to get employee excused from jury duty. An employee who is excused from jury duty with four (4) or more hours left in their scheduled workday must report to work.

Employees are only paid for appearing in court as a witness for Employer. When serving as a witness for any other reason, and employee may request vacation or personal time.

c. The Employer shall have the right to demand proof of entitlement to pay under this Section 1.

2. Employees shall be entitled to unpaid leave as follows:

- a. **Military:** Military leave of absence shall be granted in accordance with applicable law.
- b. **Personal and Medical:** Unpaid personal and unpaid medical leaves of absence may *be* granted in accordance with the language and regulations of the Family Medical Leave Act (FMLA).
- c. As otherwise required by applicable law.
- d. **Family Bonding:** Full-time employees after one year of service are eligible for up to two consecutive weeks of paid time off for bonding with newborn or adopted child(ren) in addition to applicable short-term disability. The family bonding leave must be used in the first three months after birth or adoption.

An employee must have an FMLA approved absence and total time off, paid or unpaid, cannot exceed twelve weeks in a rolling 12-month period.

- e. Employer reserves the right, in its sole discretion, to institute additional unpaid or paid leaves of absence and then change or remove such additional unpaid or paid leaves of absence upon thirty (30) days written notice to the Union.

#### **ARTICLE 17 - PAID HOLIDAYS**

1. All employees shall be entitled to the following paid holidays:

|                         |                               |
|-------------------------|-------------------------------|
| <i>New Year's Day</i>   | <i>Thanksgiving Day</i>       |
| <i>Independence Day</i> | <i>Christmas Day</i>          |
| <i>Memorial Day</i>     | <i>Easter Sunday</i>          |
| <i>Labor Day</i>        | <i>Martin Luther King Day</i> |
|                         | <i>Employee's Birthday</i>    |

2. Holidays listed above are paid according to the following schedule:

- a. Full-time and Part-time Employees -

(1) Who work the holiday - shall receive holiday pay at their base wage for the greater of: (a) the employee's regularly scheduled hours of (for example, 12 hours if an employee regularly scheduled work a 12 hour shift), or (b) the hours actually worked on the holiday , in addition to their regular pay for hours worked.

(2) Who do not work the holiday - shall receive holiday pay in an amount of regularly scheduled hours of (for example, 12 hours if an employee regularly works a 12 hour shift) at their base wage rate.

- b. PRN Employees —

(1) Who work the holiday - shall receive holiday pay at their base wage rate for the hours actually worked on the holiday, in addition to their regular pay for hours worked.

(2) Who do not work the holiday - shall receive no pay.

3. Holiday pay for hours actually worked cannot be combined with the overtime rate of pay.

4. The Union recognizes that the Employer operates every day of the year and that it is consequently not possible for all employees to be off on the same Holidays. In order to receive Holiday pay, an employee must have worked or been excused:

- a. Their entire last scheduled work shift immediately before the holiday; and

- b. Their entire first scheduled work shift immediately following the holiday

5. Department Directors will be responsible for arranging work schedules to ensure that holiday time off is evenly distributed among their employees in accordance with the union contract, if applicable. For equity, the rotation of Holidays worked will be rotated between two schedules, (Labeled A and B respectively). Employees assigned to work Schedule (A) in one year will be assigned to Schedule (B) the next year. Department Directors will assign newly hired employees to a Holiday Work schedule of (A) or (B) based on need and balance for the department and the shift. Employees will rotate between the (A) and (B) schedules sequentially.

- a. Schedule A Holidays will include the following:

- 1.) New Year's Day
- 2.) Independence Day
- 3.) Christmas Day
- 4.) Easter Sunday

- b. Schedule B Holidays will include the following:

- 1.) Memorial Day
- 2.) Labor Day
- 3.) Thanksgiving Day
- 4.) Martin Luther King Day

c. Employee may relinquish scheduled holiday to other employee who will work the holiday in the employee's place voluntarily. All relinquished scheduled holidays must be submitted in writing and approved by the supervisor. Employee can only use vacation for employee's scheduled Holiday if the employee finds their own coverage and it is submitted in writing prior to the Holiday.

**ARTICLE 18 – PAID TIME OFF (Vacation/Sick Time/Personal Time)**

1. Part-time and full-time employees earn vacation pay for each straight-time hour paid, but shall not accrue on paid hours of overtime, double time, sick sell-back, vacation sell-back and short term disability according to the following schedule:

| <u>Years of Service</u> | <u>Maximum Vacation Time Allotted Per Anniversary Year</u>                       |
|-------------------------|--|
| 0 through 1 year*       | *Two weeks of vacation per scheduled hours available to full-time employees only |
| 1 through 4 years       | Up to 80 hours (0.0385/straight hour paid during prior anniversary year)         |

|                   |   |
|-------------------|---|
| 5 through 9 years | Up to 120 hours (0.0577/straight hour paid during prior anniversary year) |
| 10 or more years  | Up to 160 hours (0.0769/straight hour paid during prior anniversary year) |

Vacation time is calculated from anniversary (hire) date to anniversary date or from change of PRN status to part-time/full-time status. Vacation time cannot be carried beyond the employee's employment anniversary. A full-time employee during the employee's first year of employment may accrue vacation time, but may not use accrued vacation until the employee completes his/her probationary period.

2. Full-time and part-time employees who have completed one year of continuous employment are eligible to accrue personal time at the rate of .00769 for each straight-time paid, but shall not accrue on paid hours of overtime, double time, sick sell-back, vacation sell-back and short term disability. Only full-time and part-time employees are eligible to accrue personal time. The maximum amount of personal time an employee may accrue in one anniversary year is 16 hours. Personal time is calculated from anniversary (hire) date to anniversary date or from change of PRN status to part-time/full-time status. Personal time must be used before the end of the anniversary date in which it is earned. Personal time does not carry-over.

The pay for each personal day is determined by the number of hours worked on a regular basis. For purposes of illustration, a person who works 75 hours per pay would be paid for 7.5 hours per day; a person who works 40 hours per pay would be paid for a four-hour day.

3. Full-time and part-time employees are eligible to accrue sick time. Sick time is an available effective the first day of employment. Eligible employees accrue sick time at the rate of .023 hours for each straight-time hour paid, but shall not accrue on paid hours of overtime, double time, sick sell-back, vacation sell-back and short term disability. Only regular full-time and part-time employees are eligible to accrue sick time. The maximum amount of sick time an employee may accrue in one-year anniversary period is 48-hours. Total sick time may accumulate to a maximum of 480 hours.

Accumulated sick time must be used for absence due to employee or immediate family illness or injury (excluding Workers' Compensation). Requests for sick-time must be made in accord with Employer process. The employee shall receive sick-time only for the actual hours they are scheduled to work. Sick time may be used in one-half hour increments. If an employee has exhausted their sick-time pay, they may be granted time off without pay. In no event will the amount of sick time exceed the employee's normal pay.

Employees may participate in the sick-time buy-back benefits (a cash back program). For an employee to participate, a bank of 40-hours of accrued sick-time must remain.

4. If a Holiday falls on a scheduled week of vacation, the Holiday will be paid as a Holiday and will not be paid as or counted as vacation hours.

5. No advanced payment of hours worked or benefit hours will be paid. An employee may cash out up to 40 hours of their accrued vacation.

6. All vacation, sick time and personal time must be approved by the Employer. Factors the Employer will consider will include, but are not limited to, seniority, appropriate advance notice, and staffing levels. December 1<sup>st</sup> through December 31<sup>st</sup> of the previous year, full-time and part-time employees may schedule, by seniority, in writing full weeks of vacation time for the following year. Four (4) weeks' notice and prior to the posting of the schedule is expected whenever possible. Denial of vacation, sick time and personal time will be submitted in writing no less than one week prior to the posting of the schedule. Scheduled vacation, sick time and personal time will generally be more restricted between December 1<sup>st</sup> —January 2<sup>nd</sup> and on weekends.

7. If an employee's employment terminates, for reasons other than discharge for just cause, after the employee has been continuously employed for one year or more, and the employee gives two (2) weeks advance notice of termination to the Employer and works all scheduled hours during the two (2) week notice period, the employee will be paid out any unused vacation hours. In the event of layoff, the affected employee(s) will be paid out any unused vacation hours. Employees with less than one year of continuous employment are not eligible to be paid out unused vacation hours upon termination of employment.

8. Employees may exchange shifts with other employees in the same job classification, provided the employees identify in writing what day and shift each is exchanging with the other; the exchange is for an equal number of hours on the part of each employee; and the exchange does not result in overtime for either employee. The employees must submit their written agreement to exchange hours to their supervisor prior to the scheduled shifts and prior to payroll processing of the affected payroll.

#### ARTICLE 19- ATTENDANCE

1. Given the nature of the Employer's mission, regular and predictable attendance is vital. Employees are expected to report to work as scheduled and to work their scheduled hours and overtime, consistent with the provisions of this Agreement. Poor attendance places an unfair burden on other employees and management, and can adversely affect the care provided to our residents. Poor attendance, reporting late for work, or leaving early from work are grounds for discipline up to and including termination of employment. The Employer reserves the right to establish attendance standards and rules and determine the appropriate discipline in any particular circumstance, including those instances where an employee has shown a pattern or history of poor attendance over time. The Employer also recognizes the importance of giving employees notice of the need to improve their attendance before it results in more serious forms of discipline, such as suspension without pay or loss of employment. Therefore, as a general rule, employees who need to improve their attendance will be issued a documented written warning prior to any suspension or termination of employment.

2. The Employer agrees that the Time and Attendance criteria for disciplinary action, as outlined in the Employer's policy, will not be changed during the terms of this contract, as follows:

- a. 4.5 occurrences - written warning;

- b. 5.5 occurrences – final warning;
- c. 6.5 occurrences - termination.

#### **ARTICLE 20 - GENERAL**

1. The parties to this Agreement agree that Employer shall not be restricted in using the services of volunteers.
2. The Union and Employer agree there shall be no restriction in the use of trainees under government sponsored and endorsed training programs
3. If the Employer adopts or modifies a written policy, it will provide a copy to the employees as promptly as possible. A courtesy copy may also be sent to the Union.

#### **ARTICLE 21- COMPLETE AGREEMENT**

1. This written Agreement constitutes the entire agreement between the Employer and the Union and supersedes or replaces any and all obligations and/or agreements and practices, whether written or oral, expressed or implied, between or concerning the employees, the Union and the Employer. Any amendment, modification, or addition to this Agreement must be reduced to writing and duly executed by the Union and the Employer to be effective.

#### **ARTICLE 22 - DURATION**

1. This Agreement shall be in full force and effect from February 15, 2021 through June 30, 2024. Thereafter, this Agreement shall remain in full force and effect for successive periods of one year each unless either party shall on or before the ninetieth (90) day prior to the expiration date hereof, serve written notice on the other party of a desire to terminate, modify, alter, re-negotiate, change or amend this Agreement. A notice of desire to terminate, modify, alter, amend, renegotiate, or change this Agreement shall have the effect of terminating the entire Agreement on the expiration date, unless before that date all proposed changes have been disposed of by agreement or withdrawn by the party which proposed the amendment. Provided this Agreement may be re-opened at any time by mutual consent between the parties.

**SIGNATURE PAGE**

*IN WITNESS WHEREOF*, the undersigned, being duly authorized and directed by each party to this Agreement to execute this Agreement, have hereunto set their hands this \_\_\_\_\_ day of February 2021.

**Ohio Living Quaker Heights**

**Communication Workers of America, AFL-CIO**

\_\_\_\_\_  
**Sydney McBride**  
**Executive Director**

\_\_\_\_\_  
**Dan Frazier, President**  
**CWA Local 4322**

\_\_\_\_\_  
**Erin Walling, Vice-President**  
**CWA Local 4322**

\_\_\_\_\_  
**April Koester, Steward**  
**CWA Local 4322**

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