

Collective Bargaining Agreement

By and Between

**Fair Acres Nurses Association/
Pennsylvania Association of
Staff Nurses and Allied Professionals
(FANA/PASNAP)**

And

**County of Delaware
Fair Acres Geriatric Center**

Effective January 1, 2018 to midnight December 31, 2020

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ARTICLE 1.
RECOGNITION

Section 1. **Representation.**

The employer recognizes and acknowledges that the Union is the sole and exclusive representative of all full-time and regular part time Staff Registered Nurses, Staff Development Registered Nurses and Licensed Practical Nurses. Per Diem Registered Nurses and Per Diem Licensed Practical Nurses as defined herein shall be considered regular part time employees.

Section 2. **Exclusions.**

Excluded from the bargaining unit are all other employees, including nonprofessional employees, management level employees, supervisors, first level supervisors, Infection Control Coordinator, Infection Control Practitioner, Coordinator of Clinical Services, Residential Nurse Assessment Coordinator, Performance Improvement RN, Administrative Case Manager, Medical Management RN, Nurse Recruiter, Admissions Coordinator, Staffing and Scheduling Supervisor, Continence Nurse, Enterostomal Therapy Nurse, Unit Managers, Assistant Director, Social Workers, Dieticians, Respiratory Therapist, Physical Therapist, Occupational Therapist, Speech Therapist, Certified Occupational Therapy Assistant, Physical Therapy Assistant, confidential employees and Guards as defined in the Act.

Section 3. **Coverage.**

Said Recognition extends for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as that term is defined in the Public Employees' Relations Act of the Commonwealth of Pennsylvania, known as Act 195. Nothing herein defined shall be deemed to abridge, amend, waive or in any other manner modify the laws of the Commonwealth of Pennsylvania.

ARTICLE 2.
SUCCESSORS IN INTEREST

Section 1.

This Agreement shall be binding upon the parties hereto. The Employer shall give notice of the existence of this Agreement to any transferee of the rights, obligations and duties now imposed upon said Employer under the terms of this Agreement.

ARTICLE 3.

UNION SECURITY, CHECK-OFF AND PROTECTION OF RIGHTS, BULLETIN BOARDS, ORIENTATION CLASS.

Section 1. Members in Good Standing.

All employees who on the effective date of this Agreement are members of the Union or who join the Union in the future shall be considered members in good standing for the duration of this Agreement with the provision that any such employees may resign from such Union during a period of fifteen days prior to the expiration date of this Agreement. The payment of dues while a member shall be condition of employment.

Section 2. Dues Check-Off.

- (a) The Employer shall deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement and upon receipt from the Union of individual written authorization cards executed by an employee for that purpose and bearing his or her signature.
- (b) Deductions under Section 1 shall be made twice monthly.
- (c) All deductions under Section 1 shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 3. Indemnification.

The Union shall indemnify and hold the Employer harmless from any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action arising out of or resulting from the implementation of this Article.

Section 4. Inspection Privileges.

Authorized agents of the Union, including local union officers or unit/department representatives who are off duty, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing same is done in a manner and at all times which will not produce any disturbances and/or interference, interruption or impairment to the premises of the Employer may be had without first notifying Employer or agents of the Union's intention to enter the said premises.

Section 5. **Deductions.**

- (a) The County agrees to deduct a fair share fee from all wages paid to employees in the bargaining unit who are not members of the Union.
- (b) The Union shall provide the Employer with the name of each non-member who is obligated to pay a fair share fee, the amount of the fee that he or she is obligated to pay and a reasonable schedule for deducting the amount from the pay of the non-member. A written authorization from non-members authorizing the Employer County to deduct fair share fees shall not be required. The amounts to be deducted as a fair share fee shall be certified to the Employer by the Union in writing.
- (c) The deduction of fair share fees for all employees shall be remitted to the Union on an agreed-upon form at the same time that union dues are sent in.
- (d) Employees who have been suspended, laid off or discharged, and subsequently return to work with full or partial back pay, shall have the Employer deduct fair share fees that are due and owing for the period during which the employee received back pay. Fair share fee will be resumed for employees upon their return from a leave of absence without pay, recall from layoff, or recall from no pay status.
- (e) The Union and Employer agree that the Public Employee Fair Share Law, 43 P.S. 1102.1, et. seq., governs this Section and all provisions thereunder must be adhered to by the parties.
- (f) The Union shall indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of the Action taken or not taken by the Employer under the provisions of this Section.

Section 6. **Bulletin Boards.**

The Employer shall provide a bulletin board for the exclusive use of the Union in each building where bargaining unit employees work. No material of any political nature may be posted on the bulletin board nor shall there be posted thereon any libelous or defamatory material, either involving Employer, Union or any individual staff member of said Employer.

Section 7. **Union Orientation.**

The Union shall be afforded thirty (30) minutes to address new hires on their orientation day.

ARTICLE 4.
OFFICERS AND UNIT/DEPARTMENT REPRESENTATIVES

Section 1. Union Officers and Representatives.

The Union may designate such local officers or unit/department representative as it shall determine to be appropriate from each shift. The determination of the number of the officers and representatives to serve shall be at the discretion of the Union. The names of such officers or representatives shall be furnished to the Employer by the Union. Officers or nurse representatives will be permitted a reasonable time to process grievances. Officers and nurse representatives shall not be permitted to perform duties in relationship to the Union membership during their regularly scheduled working hours and shall confine his or their activities during working hours to the processing of grievances only. Before an officer or representative leaves his or her unit or work area to process a grievance, permission must be obtained from his or her supervisor and said permission shall not be unreasonably withheld.

In an emergency where a regular officer or representative is unavailable for the processing of a grievance, an alternate representative shall be designated to perform said representative's functions, subject to the conditions as herein above defined. Absent permission, no more than two (2) officers or representatives may leave their work area at a time.

ARTICLE 5.
SENIORITY

Section 1. Seniority List.

The Employer shall prepare and maintain seniority lists. Copies of the list shall be mailed to the Union monthly. In the event that the Union shall determine that the list contains any error in seniority dates, it shall be the obligation of the Union to so inform the Employer within thirty (30) days. If the parties agree, the list shall be modified and if the Employer does not agree that matter may be referred to the grievance procedure. The list shall contain the employees' names, classifications and Fair Acres seniority date as well as a breakdown of seniority in each job classification.

Section 2. Definition.

For the purpose of this Agreement, the term "seniority" means the length of continuous service from the last date of hire with the Employer (Fair Acres Geriatric Center). Per diem employees will be credited with a full year of seniority for any calendar year in which they worked more than

1,250 hours. Per diem employees will be credited with one half year of seniority for any calendar year in which they worked less than 1,250 hours.

- (a) "Date of hire" seniority for full time employees shall prevail as the determining factor with regard to benefit eligibility, vacation selection, overtime/extra shift distribution, cancellation, layoffs and recall.
- (b) "Date of hire" seniority for part-time employees shall prevail as the determining factor with regard to vacation selection, overtime/extra shift distribution, cancellation, layoff/recall and to benefits to the extent that part time employees receive such benefits.
- (c) "Date of hire" seniority for per-diem employees shall prevail as the determining factor with regard to overtime/extra shift distribution and cancellation.
- (d) For purposes of job bidding only, seniority shall be determined by the length of continuous service in the bargaining unit position.

Section 3. Termination of Seniority.

(a) An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his or her rights to seniority shall cease upon the following:

- (1). Voluntary termination of his or her employment.
- (2). Discharge for just cause.
- (3). Layoff in excess of six (6) consecutive months.
- (4). Illness in excess of six (6) consecutive months.
- (5). Workers' Compensation injury in excess of six (6) months.
- (6). If the Employer extends a leave at their discretion, seniority will also be extended.

Section 4. Notification of Personnel Action.

Information with respect to personnel matters (i.e., new hires, posting, vacancies, transfers, etc.) shall be sent to the FANA President when the posting or transfer, etc. occurs as it pertains to the bargaining unit.

Section 5. Layoffs.

In the case of layoffs, the Employer shall first determine the classifications to be laid off and shall lay off the employee in that classification with the least overall seniority. Provided said employee has greater seniority, he shall be permitted to bump into any equal or lower rated bargaining unit job for which the laid off employee has the skill and ability to perform. The bumped employee shall have the same privileges as long as he is a regular employee. Probationary employees may not bump. Laid off

employees shall retain their seniority for six (6) months from date of layoff and shall be recalled in reverse order of layoff.

Section 6. Recall from Layoff.

When an employee is recalled from layoff, he or she has five (5) working days after receipt of written notification by certified mail to return to work. The letter shall be sent to the employee's last address on file. If an employee has secured another job while on layoff and needs additional time to give that Employer notice, the employee shall request an extension of time not to exceed five (5) additional working days from County Personnel. The County shall not unreasonably withhold approval, provided a valid reason acceptable to the Employer is provided. Employees failing to return within the specified time limits shall be terminated.

Section 7. Skill and Ability.

It is understood and agreed that any senior employee who exercises his or her rights of bumping, shall have the requisite qualification skills and ability to perform the remaining work.

Section 8. Recall.

In the event Fair Acres, re-establishes the classification from which an employee was laid off, said employee(s) shall be recalled to said classification(s) in the inverse order of layoff.

ARTICLE 6.
JOB BIDDING.

Section 1. Posting of Vacancies.

(a) When a vacancy occurs (other than for temporary transfers) in the bargaining unit, the Employer will notify the FANA President upon posting of job vacancies.

(b) The employer will post notices of such vacancy for a period of seven (7) work days. The notice shall state which job(s) are open, how many openings exist, how the bid is to be made and the time limit for filling of same. A copy of the posting will be sent to the Union.

(c) Employees shall file their written bid with the personnel department, within the prescribed time limit. Any bid not received within said seven (7) work days period shall be considered null and void, and neither party shall be bound or have any obligations in connection therewith.

(d) The successful bidder shall be awarded the bid position within thirty (30) work days following the closing of the bid. The Employer will forward to the Union a list of all bidders in order of seniority. If nobody bids

on the position, the Employer will forward the blank posting to the Union.

(e) The Union will be notified of the successful bidder. Any employee who bids on a job will be notified in writing whether they were awarded the position.

(f) The successful bidder shall be paid the applicable rate of the position as soon as they are placed into the new position.

Section 2. Filling of Vacancies.

With respect to vacancies, the following bidding procedure shall apply:

(a) First preference will be accorded to any Nurse who is the most senior qualified employee in the department and bargaining unit in which the vacancy occurs.

(b) It is understood and agreed that any bidder must possess the necessary qualifications, skills and ability to perform the functions, duties and responsibilities of the job to the satisfaction of the Employer within thirty (30) days or less after assuming said position. Any full-time and/or part-time employee can apply and/or bid for any position, after the completion of that employee's probationary period.

(c) In the event the vacancy is not filled in accordance with subsection (a)/(b), the Employer may fill the vacancy from any source.

Section 3. 30 Day Trial Period.

An employee who fails to qualify within the prescribed thirty (30) day trial period shall be permitted to return to his or her former job without loss of seniority and shall be paid the applicable rate of his or her former job. The job for which the employee failed to qualify will be rebid in accordance with the provisions set forth in this Agreement.

Section 4. Employer Rights.

Nothing in this Article shall be construed to mean that the Employer is obligated to fill any vacancy or to assign a job or grant a thirty (30) day trial period to any bidder who is not qualified.

Section 5. Creating New Positions.

If the Employer creates a new position within the bargaining unit, it shall provide the Union with a copy of the job title, description and pay within fifteen (15) days. If the Union alleges that said pay is improper for the position, it may file a grievance which shall be processed through the grievance procedure outlined in Article 7 of this Agreement, commencing and ending at the third step of the grievance procedure.

Section 6. Temporary Assignments.

When an employee is assigned to a job calling for a higher rate of pay than the employee's normal hourly rate, said employee shall receive the

higher rate of pay for all time actually worked in the higher rated job. If an employee is assigned to a lower rated job on a temporary basis, he shall continue to receive his or her normal rate of pay.

Section 7. Promotions to Management Position.

Employees promoted to management shall, for a period not to exceed thirty (30) days, have the right to return to their former position, retain their seniority rights and shall remain a part of the bargaining unit during this trial period. If retained in the position to which he or she has been promoted following the test interval of thirty (30) days, the employee will be conclusively considered to be permanently excluded from the bargaining unit.

Section 8. Transfers.

It is understood that at certain times exigent circumstances will require that a nurse be transferred to a different unit. When this occurs;

- a. Management will give the affected nurse as much notice as possible,
- b. A meeting will take place with the nurse prior to the transfer to allow for discussion and to explain the reason for the transfer,
- c. Nurses may request a transfer at any time and such request will be honored whenever possible.

Section 9. Full-Time Positions.

Part-time and per diem nurses can request at anytime to become full-time and a list will be maintained in the scheduling department of these requests. When a full-time position becomes available, the most senior employee that is on the list will be offered the full-time position. A copy of all requests will be forwarded to the FANA President.

Section 10. Shift-to-Shift Transfers.

Part-time and Full-time nurses may request a shift-to-shift transfer at any time by requesting in writing to the scheduling department. A current list will be kept in the scheduling department and when an opening becomes available, the most senior employee on the list will be offered the shift change. A copy of all requests will be forwarded to the FANA President.

Section 11. Consistent Nurse.

Full-time nurses on the second and third shifts may request to become a consistent nurse at any time. The request must be made to Nursing Administration and they will maintain a current list of requests. When there is an opening for consistent nurse, the most senior qualified nurse will be offered the position. Nothing herein shall limit management's right to remove a consistent nurse for cause.

ARTICLE 7.
GRIEVANCE AND ARBITRATION PROCEDURES.

Section 1. **Definition.**

A grievance, for the purpose of this Article, shall be defined as an express difference, dispute or controversy between an employee and the County or the Union and the County as to the interpretation of, application of, or compliance with, the provisions of this Agreement.

Section 2. **Procedure.**

A grievance as to the interpretation of, application of, or compliance with, a provision of this Agreement shall be handled in the following manner:

Step 1: The employee, through his or her Union representative, shall first present such grievance to his/her unit manager, Department Head or designee, provided such grievance is presented within seven (7) calendar days after the occurrence of the event upon which such grievance is founded. The grievance must state the provision of the agreement allegedly violated and must include the remedy sought. The Department Head or designee shall, within five (5) work days after receiving the grievances, meet with the grievant (aggrieved) and a local union officer or unit representative in an attempt to resolve the grievance. The Department Head or his/her designee shall give the grievant (aggrieved) and the representative a written decision within five (5) work days following completion of the presentation of the grievance. If the Department Head is absent, the Grievance shall initially be submitted to Step 2. If the Department Head does not respond during this period, or if the grievant is not satisfied with the determination of the Department Head, the Grievance may proceed to Step 2, provided it is done within seven (7) work days of the expiration of the five (5) work day period.

Step 2: Administrator or Designee. If the Grievant is not satisfied with the disposition of the grievance at Step 1, it may through his/her union representative, submit a written appeal (grievance) to representative, submit a written appeal (grievance) to the administrator or his/her designee within seven (7) work days after receiving a decision at the first Step. The Administrator or designee, within seven (7) work days after receiving the grievance, shall meet with the Union

and Grievant in an attempt to resolve the grievance. The Administrator or designee shall give the Union and grievant a written decision within seven (7) work days following the meeting. If the Administrator or designee does not respond during this period or if a satisfactory settlement is not reached, the grievance may proceed to Step 3, provided it is done within seven (7) work days of the expiration of the seven (7) work day period.

Step 3:

County Council or Designee. If the grievant is not satisfied with the disposition of the grievance at Step 2, it may through his/her Union Representative, submit a written appeal (grievance), to County Council or its designee, within seven (7) work days after receiving a decision at Second Step. County Council or its designee, within seven (7) work days after receiving the grievance, shall meet with the Union and grievant, in an attempt to resolve the grievance. County Council or its designee shall give the Union and Grievant, a written decision within ten (10) work days following the meeting at Step 3.

Section 3. Examination of Pay Records.

The Local Union's authorized Staff Representative shall have the right, at reasonable times and places, to examine time sheets and any other record pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

Section 4. Arbitration.

Any unsettled grievance which has been processed pursuant to Steps 1 through 3 of this Article which involves the interpretation or application of this Agreement may be referred to arbitration. Referral to arbitration shall require written notice to that effect to the County within ten (10) work days after receipt of the decision in Step 3, or the expiration of the ten (10) work day period where a decision has not been rendered. Said notice shall specify the provisions of this Agreement alleged to be in violation, identify the grievant and shall have attached to it a copy of the grievance.

Section 5. Arbitration Selection

- (a) Pursuant to the provisions of Section 4 above, any grievance may be appealed to an impartial arbitrator by either party. The Arbitrator shall be selected in accordance with the

procedures of the American Arbitration Association (AAA). The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

- (b) Effect of Failure to Appeal. Any third step grievance shall be considered as settled on the basis of the last answer by the Employer if not appealed to arbitration within the time limitations set forth herein.
- (c) Computing Time Limitations. Saturdays, Sundays and named Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this agreement.

Section 6. Arbitrator's Authority.

In rendering a decision, the arbitrator shall be confined to the meaning and interpretation of the particular provision of this Agreement which gave rise to the grievance.

Section 7. No Alternations of the Contract.

The arbitrator shall not have the authority to change, amend, modify, supplement or otherwise alter this Agreement in any respect whatsoever and his or her sole function shall be to decide issues on the basis of facts and proper applications and interpretations of this Agreement.

Section 8. Decisions are Final and Binding.

The decision of the arbitrator shall be final and binding on the parties of this Agreement, except, however, that no decision of the arbitrator may be binding on the Employer if the effect of the decision would be:

- (a) Violative of the laws of the Commonwealth of Pennsylvania;
- (b) Contrary to the express terms of the Agreement between the parties hereto;
- (c) Involve matters of inherent managerial policy, including but not limited to, policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, or the organizational structure of and selection and direction of personnel.

No decision of an arbitrator requiring legislative action to implement the said decision shall be binding upon the said Employer.

Section 9. Costs of Arbitration.

The costs of the arbitrator shall be shared equally by the Union and the County.

Section 10. Method for Adjusting Grievances.

The Union agrees that the provisions of this Article shall constitute the only method for adjusting employee grievances. Employees who take

other deliberate action to settle a grievance shall be subject to appropriate disciplinary action, including discharge.

Section 11. Time Limits.

If a grievance is not appealed within the time limits hereinbefore set forth, the grievance shall be deemed to be settled on the basis of the decision last made and shall not be eligible for further discussion or appeal. If a decision is not rendered within the time limits set forth, then the grievance shall be deemed to be denied and the grievance may be appealed to the next step if within the time limits established for such appeal. The time limit set forth in the grievance procedure shall, unless extended by mutual agreement of the Employer and the Union, be binding and any grievance not timely presented or timely processed thereafter shall not be considered a grievance under this Agreement and shall not be arbitrable. Any of the parties' time frames can be extended by mutual agreement of the parties.

Section 12. No Past Practice.

Except as modified by the terms of this Agreement, no decision or award of arbitrator shall be based upon past practices of the County or common law of contract.

ARTICLE 8.
DISCHARGE OR DISCIPLINARY ACTION.

Section 1. Just Cause.

- (a) Except as otherwise provided in the Agreement, The Employer shall not discharge or discipline any employee without just cause.
- (b) Refusal to make political contributions to a political party or failure to pay fee, assessment or actively participate in a political association or political affiliation of any kind will not constitute just cause for discharge or disciplinary action.
- (c) In all cases involving the discharge or discipline of an employee, the County shall notify in writing the reason for his or her discharge or discipline.
- (d) When an employee is to be disciplined, the employee shall be notified or shall receive notice within five (5) days after completion of the County's investigation, unless it is not practical to do so within that time frame, in which event the time limit may be extended by mutual agreement.
- (e) Such written notice shall also be given to the appropriate local union officer or representative and a copy mailed to the PASNAP principal office, within five (5) working days from the time of discharge or disciplinary action.

Section 2. Discharge or Disciplinary Action.

Subject to any rights described in Article 7, Grievance and Arbitration, and/or Article 8, Discipline and Discharge, above, any employee shall be subject to an immediate discharge without notice for any of the following reasons:

- (a) Physical assault or threat of imminent physical violence;
- (b) Proven attempted theft or theft, or embezzlement;
- (c) Under the influence of liquor or controlled substances such as marijuana except where employee is using drugs under the direction of his or her own physician;
- (d) Insubordination which is defined as a refusal to obey an order or work assignment of a supervisor;
- (e) Sleeping while on duty or absenting one's self without leave from the customary place of his or her work assignment;
- (f) Causing, through negligence, the destruction of the Employer's property, if proven;
- (g) Precipitating or participating in a strike or unlawful work stoppage in violation of the terms of this Agreement;
- (h) Ringing the time clock for another employee or permitting your card to be punched by another employee;
- (i) Engaging in behavior which involves the willful infliction of abuse in the form of punishment, physical harm, pain, mental anguish or deprivation as defined in 42 CFR Section 483.13(b) revised October 1, 1997;
- (j) Failure to report to your supervisor or Employee Health Department that you have a known communicable disease;
- (k) Possession of a dangerous weapon, excluding tools of the job on the Employer's property;
 - (1) Deliberate falsification or misrepresentation of employment application or pre-employment medical history prepared prior to or after employment.

The parties agree that the above list is not intended to be all inclusive.

Section 3. Discharge Grievances.

Discharges may be appealed directly to Step 3 of the grievance procedure.

Section 4. Progressive Disciplinary Action Procedure.

In those classifications of offenses which would warrant disciplinary action or discharge if repetitive (i.e., habitual lateness or absenteeism), or violation of County policy, rule or regulation, or provision of this Agreement, shall adhere to the

following progressive disciplinary action procedure:

(a) Employees who commit the same offense where that offense does not provide for immediate discharge shall be disciplined as follows:

- | | | |
|-----|----------------|---------------------------------------------------------------|
| (1) | First Offense | Written Warning |
| (2) | Second Offense | Written Warning |
| (3) | Third Offense | 3 Day Disciplinary
Suspension and Final
Written Warning |
| (4) | Fourth Offense | Discharge |

(b) When an employee does not commit the same offense, but commits a series of dissimilar instances of misconduct, he or she shall be disciplined as follows:

- | | | |
|-----|----------------|---------------------------------------------------------------|
| (1) | First Offense | Written Warning |
| (2) | Second Offense | Written Warning |
| (3) | Third Offense | Written Warning |
| (4) | Fourth Offense | 3 Day Disciplinary
Suspension and Final
Written Warning |
| (5) | Fifth Offense | Discharge |

(c) The warning notice as herein provided shall not remain in effect for a period of more than one (1) year from the date of the occurrence from which the complaint and warning notice were based. No such outdated disciplines shall be used as the basis for disciplinary action. No such outdated disciplines shall be used as the basis for disciplinary action.

Section 5. Right to have a Union Representative Present.

When the County intends to meet with a bargaining unit employee for purposes of imposing discipline or discharge, the employee shall be offered the opportunity prior to the start of the meeting to have a local union representative attend the meeting with him or her. If a regular shop steward is unavailable, an alternate or another department shop steward can be used. If the employee does not want a local union representative to be present, the employee shall be asked to sign a waiver confirming that decision. A copy of the waiver shall be furnished to the Local Union.

When known, an employee will be told at the start of a disciplinary meeting what level of discipline is being imposed. A union representative will not be unreasonably denied the opportunity to view relevant written records being relied upon by management in a disciplinary hearing.

ARTICLE 9.
TERMINATION OF EMPLOYMENT.

Section 1. **Benefits owed at Termination.**

Upon termination of employment, the County shall pay all monies due to the employee including earned vacation pay. Such payment is to be made on the pay date of the next full pay period following the date of such termination. This Section, however, shall not apply to any monies which may be due and owing from the retirement fund. In any case where an employee has received the Retirement Fund monies and has subsequently returned to work, no seniority for the prior time worked shall be reinstated until the retirement monies have been returned or satisfactory arrangements have been made for the return of the monies.

ARTICLE 10.
EXAMINATION AND IDENTIFICATION FEES.

Section 1. **Examinations.**

Physical, mental and other examinations required by the Employer shall be promptly complied with by all employees, provided, however, that Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs. Thereafter, any physical examination required of an employee during the course of employment shall be conducted during the regular hours of employment for the said employee and the time spent in obtaining the said examination shall be compensable.

Section 2. **Time Limit.**

No employee shall be required to take a physical, mental or other examination more frequently than once every twelve calendar months, except, however, in those situations where the employee has suffered an injury or illness during the calendar period or had demonstrated and manifested such characteristics as may give rise as to serious doubts as to his or her mental and/or physical competency or emotional stability.

Section 3. **Physician of Employee's Choosing.**

An employee may elect to have a physician of his or her own choosing complete the annual physical exam. If such option is chosen, the employee shall pay for the examination and the report will be sent promptly to the Employer's Employee Health Department on forms supplied by the County and must be received within fifteen days of the time designated for the examination.

Section 4. Criteria and Standards.

The Employer reserves the right to fix the criteria and establish such minimum employment standards with respect to the physical and mental conditions which shall be required as a condition of employment by the said Employer. Said criteria and standards shall not be unreasonable.

Section 5. Identification.

In the event that the Employer requires the employee to carry or record full personal identification, the requirements shall be complied with by the employee, and the cost of such personal identification shall be borne by the Employer.

**ARTICLE 11.
VETERANS' RE-EMPLOYMENT.**

Section 1. Annual Leave for Service with the Guard and Reserve.

Bargaining unit members who are also members of the Pennsylvania National Guard or Military Reserve components are eligible for military leave for up to fifteen (15) consecutive days in any calendar year, during which time they shall, as members of the National Guard or Military Reserve, be engaged in "summer camp" or other authorized military training.

Section 2. Compliance with State and Federal Law.

Employees returning from their training shall be re-employed in accordance with the requirements of all applicable state and federal laws.

Section 3. Make Whole Provision.

The County shall pay the employee the difference between the pay earned while on military leave and the employee's regular pay by the County during such 15 day military leave.

Section 4. Notice.

Employees shall give as much advance notice of leaving for duty as is possible in order to enable the Employer to revise the work schedule in order to maintain appropriate resident coverage.

Section 5. Maintenance of Benefits.

All other employee benefits shall be maintained during the period of military leave.

ARTICLE 12.
NON-DISCRIMINATION CLAUSE.

Section 1. **Policy.**

It is the policy of the County of Delaware not to discriminate against anyone with respect to hiring, compensation, terms or conditions of employment, because of the individual's race, color, religion, sex, national origin, age, or non-job related handicap, political affiliation, union membership or the proper exercise by any employee of his rights guaranteed by PERA. The parties further agree that they will not limit, segregate or classify employee in any way to deprive any individual employee of opportunity because of the individual's race, color, religion, sex, national origin, age, or non-job related handicap, political affiliation, union membership or the proper exercise by any employee of his rights guaranteed by PERA.

Section 2. **Gender Inclusion.**

Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural; and vice-versa, as applicable.

ARTICLE 13.
WORK JURISDICTION.

Section 1. **Union Work.**

The County agrees to respect the jurisdiction of the Union and shall not direct or require their employee or persons other than the employees in the bargaining unit defined herein to perform work which is recognized as the work of the employees in said units, except where such work has been heretofore done by such non-unit employees or unless such work is of an experimental, training, casual nature, or an Act of God or conditions beyond control of the County and/or does not produce the layoff of any employee in the bargaining unit.

Bargaining unit members will not normally be expected to perform managerial/supervisory duties, or any non-nursing functions performed by other bargaining units.

Section 2. **Part Time Supervisor.**

Nothing will prevent a bargaining unit member from also voluntarily taking a part time, temporary position as a supervisor. It is understood that this role is for learning and evaluation purposes and in no event will extend beyond 90 days.

ARTICLE 14.
LEAVES OF ABSENCE.

Section 1. Funeral Leave.

(a) In the event of the death of a member of the immediate family (which is limited to father, mother, wife, husband, parents of wife or husband, child, brother, sister, grandparent and grandchild), an employee shall be allowed up to three (3) work days' absence, with pay, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service (for the purpose of attending to the arrangements of the funeral and/or attendance at the funeral). A fourth day off without pay may be granted at the discretion of the Employer for travel or other reasons upon prior approval.

(b) An employee may request an extension of their funeral leave with pay if they have available holidays or vacation time.

(c) In the case of the death of an employee's aunt or uncle, an employee may be permitted to take one day off without pay or as a vacation day if advance notice is provided and prior approval secured.

(d) Employees whose religious mourning practices differ from this Section, will be allowed to adopt this Section to accommodate those practices without expansion of benefits.

Section 2. Personal Leave.

Leaves of absence without pay for personal reasons may be granted by the Employer subject to approval by County Council. Requests for such leave shall be made in writing by the employee through the department head to the Personnel Director. Any such request, if not covered by the FMLA, may be denied without recourse and any leaves granted may be extended upon request subject to approval by the employer.

An employee granted personal leave shall be required to make arrangements for continuation of his or her hospitalization payments under COBRA at his or her own expense. Any leave of absence that falls under the Family Medical Leave Act will be recorded as such, and the records of any time taken, up to twelve (12) weeks, will be kept in the Personnel Office in Media and recorded from the last day worked.

Section 3. Family and Medical Leave.

FMLA and other authorized leaves of absence shall continue to be controlled by existing County policy and all applicable laws.

Section 4. Unauthorized Leaves.

Any employee who is absent from work without authorization shall not be compensated and shall be subject to discipline. If said unauthorized leave lasts for three (3) regularly scheduled work days or more, the employee

shall be deemed to have voluntarily quit his or her position with the Employer. The following shall also be deemed to be unauthorized breaches of leave provisions and shall be grounds for immediate discharge:

- (a) Failure to return to work as scheduled upon expiration of a leave of absence;
 - (b) Accepting gainful employment elsewhere while on leave;
- and
- (c) Falsification of any information used to obtain a leave of absence.

Section 5. Return From Leave of Absence.

In the case of employees on authorized leaves without pay, the employee must advise the Employer two (2) weeks in advance of the return date. Employees on authorized leaves without pay shall not suffer a break in seniority but shall not accrue seniority for this time and shall not be entitled to any other benefits provided under this Agreement.

Before returning to work from any medical leave, the employee shall provide the Employer with a statement from the employee's physician certifying that the employee is physically able to perform all the regular duties of his or her job without limitation. This certification must also include diagnosis covering the illness or injury and prognosis stating the employee's ability to perform all the regular duties of the job without limitations. Employees on any leaves for purposes of illness or disability may be required to submit to and successfully pass a physical examination before being permitted to return to work.

Section 6. Miscellaneous.

All leaves of absence contained in this Article shall only be available to regular full time employees who have completed their probationary period. Employees returning from a leave of absence contained herein shall provide the Employer with as much advance notice as possible and shall be permitted to return to the same position or an equivalent position whenever practical. In no case shall a leave of absence due to illness or disability extend beyond six (6) months. Said leaves will be without pay or other benefits and application for same must be in writing with as much advance notice as is practical. Said requests for leaves shall also contain an estimated date of return to work certified by the employee's physician.

Section 7. Union Leave.

An employee who is elected as a Union Official or Representative shall, at the written request of said employee, be granted a leave without pay for the maximum term of office. Union leave may only be taken for an elected position within this bargaining unit and only one employee may be out on leave at any given time. Upon the expiration of the union leave

and upon the employee's return to work, he/she will retain all prior years of service for purposes of seniority. It is understood and agreed that any employee on leave for union office will only accrue seniority rights during the term of office and shall not be entitled to any of the other benefits, rights or entitlements under this contract (i.e., sick leave, hospitalization, pension, life insurance, etc.).

A maximum of four (4) nurses will be given three (3) days off each year to attend the annual PASNAP conference. Scheduling will be given at least four (4) months advance notice of the conference dates. This time may be taken as unpaid, vacation or Holiday.

ARTICLE 15. **VACATION.**

Section 1. First Year of Employment.

During an employee's first employment year, the employee shall accumulate after five (5) consecutive months of employment, vacation time at the rate of one (1) eight-hour day per month. If an employee begins work on or before the 15th day of any month, the month will be counted as a month toward earning vacation entitlement. If an employee begins work on the 16th day of the month or thereafter, the month will not count. Such vacation must be taken before the 1st day of January following the expiration of the first employment year. However, no employee shall be entitled to more than ten (10) days of eight (8) hour vacation, before the first day of January following the expiration of the first employment year.

Section 2. Earning Vacation.

Each day of vacation would consist of eight (8) hours paid. Employees shall earn vacation as follows:

Year 1 through completion of year 5	10 days
Year 6 through completion of year 14	15 days
Year 15 through completion of year 19	20 days
20 years or more	25 days

Section 3. Carry Over Limitations.

Employees with three (3) weeks or more have the option of carrying five (5) days until the end of February of the following year. The employee must submit the appropriate form to Administration by July 30th of the year in which vacation is earned. Any unused vacation time that is not carried over will be paid to the employee at the end of the year in which the vacation is earned.

Section 4. Winter Vacation Requests.

Employees with 15 years of service or more, may request up to five (5) consecutive days of vacation time between December 15th and January 15th, as part of their yearly long term vacation packet submission. Employees with less than 15 years of service may request one (1) day of vacation during this time period. Approval for this vacation time will be approved by September 1st.

Four (4) of the most senior nurses with 25 years of service or more, may request up to five (5) consecutive days of vacation time between December 15th and January 15th, as part of their yearly long term vacation packet submission.

ARTICLE 16.

JURY DUTY.

(a) An employee required to serve on jury duty will be excused with compensation for the difference between jury duty pay and the normal eight (8) hour per shift pay for time lost during the employee's normally scheduled work week provided he submits to the Employer proof of service and proof of amounts received. The compensation may be paid by paying the employee his or her normal pay for his or her regular scheduled hours after he endorses his or her jury duty check over to the County Treasurer.

(b) If a bargaining unit member is subpoenaed to testify in court, if the subpoena is issued by Fair Acres or if the employee is testifying on behalf of Fair Acres, the employee will be paid for time lost from work. If the employee is subpoenaed to testify in a court proceeding in which the County is not involved or in which the subpoena is by some other party, the employee will not be paid and the absence will not be used for any disciplinary procedure. Available vacation days, holidays, or personal days may be used on these days. A copy of the subpoena is to be submitted before the employee loses time from work. The absence will be considered as excused.

ARTICLE 17.

PROBATIONARY PERIOD.

Section 1.

All individuals who shall hereafter be designated employees under the terms of this Agreement shall be employed on a probationary basis for

a period of ninety (90) calendar days next following the first day of their employment. During the aforesaid period, said employee may be discharged by Employer at Employer's sole and absolute discretion, and such discharge shall not give rise to a grievance or violation under the terms of this Agreement.

ARTICLE 18.
INHERENT MANAGEMENT RIGHTS.

Section 1.

Employer reserves the right to manage and operate its establishments in such manner as it sees fit, including, but not limited to, the direction of the work forces, hiring and firing subject only to the express and specific provisions of this Agreement. The list of specific rights in this Article is not intended to be nor shall it be considered restrictive or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past.

ARTICLE 19.
UNION/MANAGEMENT STANDING COMMITTEE.

Section 1.

The Employer shall establish a committee which shall meet once in each calendar month with the duly designated members of the Union who are employees of Fair Acres. The Staff Representative of the Local Union shall also be considered a member of the Standing Committee. The purpose of this committee shall be to provide and exchange information between the Employer and its employees and a continuing dialogue directed towards the improvement of working conditions as well as the efficient operation and management of the Employer's facility. The committee meeting shall be one (1) hour in duration and those members of the Union who are employees and who are designated to become members of the standing committee shall be permitted to attend the meeting without loss of pay.

ARTICLE 20.
12 HOUR SHIFTS

Section 1. **12 Hour Float Team.**

A. A 12 hour float nurse program shall be instituted upon execution

of this Agreement that shall consist of a minimum of fourteen (14) full time positions. The number of full time 12 hour float positions may be increased beyond the current fourteen (14) at any time during the course of the agreement. These positions shall be posted for bidding. These float team positions will be guaranteed 36 hours per week (3, 12-hour shifts) and will be considered full-time.

(a) Float team nurses will have the opportunity to sign up for an additional eight (8) hour shift per pay period to make 80 hours. However, there is not a guarantee that they will get an extra shift.

Float team nurses can be scheduled for any unit. The employer will make efforts to not assign float nurses to more than three (3) floors in a 12 hour shift. Float team nurses will work a designated shift of 6:30a-7p or 6:30p-7a. Float team nurses will be required to work every other weekend, consisting of two (2) twelve (12) hour shifts.

B. Full Time Weekend Float Positions.

A minimum of six, 12 hour float nurse positions will also be maintained and posted for bidding, as necessary. Management may increase the number of Full Time Weekend Float positions at any time. These positions will be guaranteed 36 hours per week (3, 12-hour shifts) on the weekend and will be considered full-time.

(a) Weekend floats shall work Friday-Saturday-Sunday one week and Saturday-Sunday-Monday the other week.

(b) Weekend Float team nurses will have the opportunity to sign up for additional shifts during the week. However, there is no guarantee that they will get extra shifts.

(c) Weekend float nurses can be scheduled for any unit. The employer will make efforts to not assign them to more than three (3) floors in a 12 hour shift.

Weekend float team nurses will work a designated shift of 6:30a-7p or 6:30p-7a.

C. Benefits Paid to Twelve (12) Hour Employees.

During an employee's first employment year, the employee shall accumulate after five (5) consecutive months of employment, vacation time at the rate of one (1) twelve-hour day per month. If an employee begins work on or before the 15th day of any month, the month will be counted as a month toward earning vacation entitlement. If an employee begins work on the 16th day of the month or thereafter, the month will not count. Such vacation must be taken before the 1st day of January following the expiration of the first employment year. However, no employee shall be entitled to more than six (6) days of twelve (12) hour vacation, before the first day of January following the expiration of the first employment year.

Each day of vacation would consist of twelve (12) hours paid. Twelve (12)

hour shift employees shall earn vacation as follows:

Year 1 through completion of year 5	6 days
Year 6 through completion of year 10	9 days
Year 15 through completion of year 19	12 days
20 years or more	15 days

D. HOLIDAYS.

Major Holidays:

If the employee works on the holiday, then they would have the option of receiving 12 hours at time and one-half plus 8 hours of holiday pay. In lieu of holiday pay, they would receive 12 hours at straight time plus another day off (paid at 8 hours straight time) 30 days before or 30 days after the holiday.

Minor Holidays:

If the employee works on the holiday, then they would have the option of receiving time and one-half for 12 hours. In lieu of holiday pay, they would receive straight time for the day plus another day off (paid at 8 hours straight time) 30 days before or 30 days after the holiday.

If a contractual holiday falls on the employee's regularly scheduled day off, the employee would be paid eight (8) hours at straight time for the day.

Sick Leave:

Sick leave is normally paid at eight (8) hours straight time per day. Sick leave shall be earned as described in Article 32. Though, 12 hour shift nurses may request to be paid their sick time in 12 hour increments, provided they have the time in their bank. Nothing in this section grants additional time to any 12 hour employee.

Funeral Leave:

Funeral leave is paid at the rate of 12 hours straight time per day. The total payable hours shall not exceed twenty-four (24) hours.

Section 2. Part Time 12 Hour Weekend Positions.

A. 12 Hour Part Time Weekender Program.

A part time 12 hour weekend program will be created consisting of 24 hours worked per week on the weekend. For purposes of this program, the weekend will begin at 6:30pm Friday and conclude at 7:00pm Sunday. The program will consist of a minimum of six (6) positions that will be scheduled to work four (4) on and two (2) off, in every six (6) week schedule.

1. Day shift positions will be posted and assigned 6:30am – 7:00pm.
2. Night shift positions will be posted and assigned 6:30pm to 7:00am.
3. Weekend Program positions will be treated as per diem for all benefits.
4. Night shift will receive a differential of \$5.90 per hour.
5. Day shift will receive a differential of \$4.76 per hour.

6. Weekenders will not receive any other differentials.
7. Weekenders will have the ability to sign up for extra time during the week.
8. Weekend positions will be posted for bidding.
9. The number of Weekender positions may be expanded at the discretion of Fair Acres.
10. Any Weekend Program nurse that calls off more than three (3) incidences, in a rolling four (4) month period, will lose their weekend position and will be placed back in a regular per diem position.

ARTICLE 21
OPEN

ARTICLE 22.
HOLIDAYS.

All regular full time employees shall be entitled to the following holidays:

Section 1. Major Holidays

If the employee works on the holiday, then they would have the option of receiving eight (8) hours at time and one-half plus eight 8 hours of holiday pay. In lieu of holiday pay, they would receive eight 8 hours at straight time plus another day off (paid at eight 8 hours straight time) which must be taken thirty (30) days before or thirty (30) days after the holiday.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Holiday

Section 2. Minor Holidays.

If the employee works on the holiday, then they would have the option of receiving time and one-half for eight (8) hours. In lieu of holiday pay, they would received straight time for the day plus another day off (paid at eight 8 hours straight time) which must be taken thirty (30) days before or thirty (30) days after the holiday.

Martin Luther King, Jr. Day
President's Day
Good Friday
Primary Election Day
Columbus Day
Election Day
Veteran's Day
Day after Thanksgiving
Day before or after Christmas

Section 3. Eligibility.

In order to be eligible for the holidays listed in Section 1 and Section 2, an employee must work his or her last scheduled day immediately preceding the holiday and his or her first scheduled work day immediately following said holiday. Employees shall not receive holiday pay when they are on a non-paid leave or on layoff.

Section 4. Calling Out Sick.

If an employee is out sick on his or her regularly scheduled work day before or after a holiday or is out sick on the holiday that he is scheduled to work, and if he submits a doctor's certification of the cause for the absence, he shall receive holiday pay.

Section 5. Holiday Pay and Observation.

Except for employees working in classifications scheduled on a seven (7) day per week basis, Friday shall be recognized as a holiday for all holidays occurring on Saturday and Monday shall be recognized as a holiday for all holidays occurring on Sunday. Employees scheduled on a seven (7) day per week basis will observe major holidays on the actual day of the holiday. For night shift employees, all holidays will be paid and observed beginning on the eve of the holiday. For night shift, the holiday will commence on or after 7:00pm on the evening before the holiday and end no later than 11:00am on the day of the holiday.

Section 6. Holidays are Time Worked.

Holidays shall be considered as time worked, for the purposes of computing overtime pay. Said overtime shall not be pyramided.

Section 7. Holidays for Senior Pool Nurses.

The six (6) most senior Pool nurses will have a maximum Holiday work requirement of one major winter and one major summer Holiday, as defined in Section 1 above.

ARTICLE 23.
WORKERS' COMPENSATION.

Section 1.

Workers' Compensation falls under the Family Medical Leave Act. If an employee is injured on the job and is deemed eligible for benefits under the State W.C. - O.D. Law, the County agrees to pay promptly the benefits under the law when all the necessary information has been submitted to the County and its insurance carrier. The benefits paid will be those afforded by State's W.C. - O.D. Law.

Section 2.

The union recognizes the County's panel of physicians and employees will treat with a panel physician for 90 days from the date of injury.

Section 3.

The County agrees to provide medical insurance benefits and group term life insurance benefits for a period up to six months while the employee remains totally disabled. During this six (6) month period, the County will continue to pay premiums for these benefits to the extent it was paying prior to the injury. After the six (6) month period is over, the employee will have the option of paying 102 percent of the group medical insurance premium costs and remaining on the group medical insurance plan or being removed from the group plan and being converted to an individual medical insurance program for which the employee pays 100 percent of the costs.

Section 4.

An employee who is injured on-the-job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his or her regular shift on that day.

Section 5.

An employee who has returned to his or her regular duties after sustaining a compensable injury and is required by the Workers' Compensation doctor to receive additional medical treatment during the employee's regularly scheduled working hours shall receive his or her regular hourly rate of pay for the time involved for medical treatment visitations.

Section 6.

During the period of total disability, the employee shall not accrue benefits under this Agreement such as vacation, holidays, negotiated increases.

Section 7.

(a) It is the intent of the parties that an employee absent due to a work related illness or injury, that is covered by Workers' Compensation, not be paid by both the County and insurance carrier for the same day of absence.

Employees absent because of a Workers' Compensation illness or injury shall be entitled to use their accumulated sick leave for any work days for which they do not receive Workers' Compensation. For example, if the employee is absent less than fourteen (14) days, so that he or she does not receive compensation during their first week of absence, he or she may request to be paid any accrued and unused sick days for the unpaid days of absence up to a maximum of five (5) such paid days. If the employee has less than five (5) days' sick leave accrued, he or she may be paid up to the maximum number of sick days that he or she has accrued.

(b) Employees can request this payment upon their return to work by filling-out the appropriate form. Employees absent in excess of fourteen (14) days are paid by Workers' Compensation for the first week of absence.

(c) If an employee returns to work from a compensable illness or injury prior to fourteen (14) days of absence and receives sick leave payment for all or part of the first five (5) work days of absence, and subsequently goes back out on compensation because of the original injury: if such employee receives retroactive payment from the Workers' Compensation insurance carrier for the first five (5) days of absence, the employee shall repay any sick days previously paid by the County from the employee's accumulated sick days, if any. If the employee has no accumulated sick days, the employee shall repay the County as the employee begins to accrue new sick days, until such time as the County has been fully repaid for those sick days paid to the employee and also paid by the Workers' Compensation insurance carrier. If the employee leaves the employment of the County before completing the repayment of all of the sick days owed, the amount owed shall be deducted from the employee's final paycheck.

Section 8.

Employer agrees to meet with the union on a regular basis to discuss issues concerning workers compensation. The meetings will be attended by a representative of risk management.

ARTICLE 24.
STRIKES AND LOCKOUTS.

Section 1. Strikes must take place at the end of the Contract.

The Union agrees that during the life of the Agreement neither it nor its officers, representatives, nor its members will for any reason directly or indirectly authorize, encourage or sanction a strike, as that term is defined in the Public Employee Relations Act.

Section 2. No Wildcat Strikes.

The County reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

Section 3. No Lockout during the Contract.

The County agrees that it shall not cause or engage in any lockout during the life of this Agreement.

Section 4. Remedy Through the Courts.

Nothing contained in the Agreement shall in any way abrogate or diminish the right of either party to seek equitable relief in the courts when in its opinion a strike or lockout has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the court.

ARTICLE 25.

OVERTIME.

Section 1. Distribution of Overtime.

Fair Acres will make available on an equitable basis the opportunity for overtime and extra shifts among the nurses in the bargaining unit.

First, straight time per diem/part time nurses will be utilized for available open shifts.

Overtime will be used as step two. An overtime request book (the red book) will be kept in the scheduling office for any nurse to request overtime by signing their name. Overtime and extra shifts will be awarded based on nurses who have signed up for that particular shift. The scheduling office will award the time by first calling the nurses who have signed up for that shift in the request book. The nurse must have signed the red book twenty-four (24) hours prior to the requested overtime shift for seniority to apply. If more nurses have signed for a particular shift than there is work available, overtime will be distributed on a rotating basis from the list in the red book. The red book will be open and publicly available for review by the nurses. If there are not enough red book signees to cover the time available, the scheduling office may solicit any bargaining unit member to work the shift. Agency nurses will be utilized as a last resort. Agency nurses will not be canceled within four (4) hours of the start of the shift.

Section 2. Calculation of Overtime.

For purposes of overtime calculation, consistent with the Fair Labor Standards Act, bargaining unit nurses will be classified as follows;

Part time nurses will be paid overtime on an eight and eighty (8 and 80) system.

Per diem nurses will continue to be paid OT using a standard 40 hour work week.

Any nurse in a 12 hour position will be paid overtime using a standard 40 hour work week.

All Full time nurses will be paid overtime using a standard 40 hour work week.

Section 3. Mandatory Overtime.

In the event an employee works mandated overtime, the employee shall receive \$5.00/per hour for all mandated hours worked. The maximum number of mandated shifts for which the County will pay \$5.00/hour is fifty (50) mandated shifts per calendar year.

Effective January 2, 2018, all Employees shall receive a clean disciplinary slate for refusals of mandated shifts. Thereafter the parties agree to the following progressive discipline for employees who refuse a mandated shift: 1st refusal – no discipline; 2nd refusal – written warning; 3rd refusal – two (2) day suspension with a final written warning; 4th refusal – discharge. If an employee refuses a mandated shift and receives a written warning for such refusal, the employee shall no longer be eligible to receive the \$5.00/per hour incentive pay for mandated shifts.

ARTICLE 26.
MISCELLANEOUS.

Section 1. Snow Emergency Policy

In the event an employee is needed to assist in a snow emergency situation as determined by the Administrator, the employee shall report, as scheduled, or be subject to discipline.

Section 2. Time Changes.

(a) Employees working on the date that the clock is moved forward or back due to Daylight Savings Time shall be compensated for all hours worked.

(b) Those employees working the shift in which an hour is lost shall be paid overtime after thirty nine (39) hours for that week only.

Section 3. Posting of Shifts and Hours of Work.

Unless otherwise provided herein, the work shift of employees shall consist of 8 hours including two 15 minute breaks. In addition to the 8 hour work shift, employees are entitled to a thirty (30) minute unpaid lunch. All departmental shifts and regular hours of work will be posted in departments and sent to the Union. Any changes will be posted and sent to the Union.

Section 4. Pension Meetings.

Upon request, the Parties will meet to discuss pension issues.

Section 5. **Review of Personnel File.**

An employee shall have the right to review the contents of the employee's personnel file in accordance with the law of Pennsylvania. Employees may make an appointment with Human Resources to sit and review the contents of their personnel file during non-working hours.

Section 6. **Weekend Make-Up.**

No make-up required when an employee is on vacation.

No weekend make-up required when an employee is absent more than seven (7) consecutive days due to an extended illness.

The first two (2) missed weekend days in each calendar year do not have to be made up. Subsequent missed weekend assignments in the calendar year will have to be made up.

Section 7. **No Weekends.**

The four most senior full time nurses shall not be required to work any weekend shifts.

ARTICLE 27.
SAFETY COMMITTEE.

Section 1. **Union Participation.**

The union may appoint one (1) nurse to the Safety Committee. The FANA President will be notified in advance of regular Safety Committee meetings.

ARTICLE 28.
WORK RULES COMMITTEE.

Section 1. **Monthly Labor Management Meetings.**

The Employer and Union shall meet on the fourth Wednesday of each month to discuss issues of importance to either party. An agenda shall be provided by the union to nursing administration prior to the meeting.

ARTICLE 29.
EFFECT OF AGREEMENT.

Section 1.

The parties mutually accept that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties hereto.

Section 2.

Nothing in this Article shall give the County the right to impose or

continue wages, hours or working conditions less than those provided for in this Agreement.

Section 3.

All items proposed by the Union or the Employer, whether agreed to or rejected, will be subject to renegotiation until negotiations for a successor labor agreement commence within the provisions of Act 195.

Section 4.

The County agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement shall be null and void.

**ARTICLE 30.
SEVERABILITY.**

Section 1.

Should any Article, Section, Provision, Clause or sentence of this Agreement be declared illegal by a Court of competent jurisdiction, said portion of the Agreement shall be automatically deleted from this Agreement to the extent that it violates the law; however, the remaining Articles, Sections, Provisions and Clauses of the Agreement shall remain in full force and effect for the term of this Agreement, if the same were not affected by the deleted portion.

**ARTICLE 31.
ECONOMIC AND PREVAILING WAGES**

The Employer agrees to maintain the current policies and practices related to wages.

Section 1. Wage Increases as reflected in Appendix A.

Wage increases for all members of the bargaining unit;

1/1/2018 - 3%

1/1/2019 - 3%

1/1/2020 – 3%

Section 2. Weekend Differential.

The weekend differential shall be \$2.00 per hour.

Section 3. Differentials.

All current differentials (shift, weekend, per diem incentives, etc.)

are hereby incorporated into this Agreement.

Section 4. Staff Development.

When Staff Development is needed to work on a floor or unit in an emergency situation (ex: snow storm), their rate of pay will be \$2.50/hr above the Staff Development wage rate.

Section 5. Per Diem to Full Time.

Pool nurses with more than 7 years of service who take a Full Time job will retain their Pool nurse hourly rate.

ARTICLE 32.
SICK LEAVE.

Section 1. Earning Sick Days.

New employees shall be credited with one (1) day of sick leave after four (4) months of service and shall be entitled to another day of sick leave for each additional 1 month of service through their first anniversary. Sick days may be utilized effective with the first day of absence due to sickness or injury. Employees may utilize up to thirty (30) work days of accumulated sick days for any sickness or injury.

Current employees earn sick days at the rate of one (1) day for each month worked, but shall accumulate a maximum of thirty (30) days.

Section 2. Exemplary Attendance Bonus.

Employees who maintain perfect attendance for the calendar year will be provided with two (2) personal days to be taken with advance notice and approval of the employer the following calendar year. Employees who use six (6) days or less of their allocated sick time in a calendar year will be provided with one (1) personal day to be taken with advance notice and approval of the employer the following calendar year. This benefit shall only be available to employees who work the entire calendar year, excluding days off, vacation and holidays.

Employees who are eligible for additional personal days for Exemplary Attendance may elect to take a personal bonus in lieu of the additional personal days. Those employees entitled to two (2) additional personal days shall be entitled to receive a personal bonus of \$400.00 in lieu of the two (2) personal days. Those employees entitled to one (1) additional personal day shall be entitled to \$200.00 in lieu of the one (1) additional personal day. Eligible employees must provide a written election of either the additional personal day(s) or personal bonus to the County on or before February 15th. In the event an eligible employee elects the personal bonus, the County shall make payment of the same on or before April 1st.

Section 3. Doctor's Notes.

Proof of illness in the form of a medical certificate shall be required if an employee is absent for three (3) consecutive work days. For absence of less than three (3) days, a doctor's certificate may be required if the County has reasonable grounds to believe that the employee has been, or is, abusing his or her sick leave privileges. Any misrepresentation shall be cause for discharge.

Section 4. Transfers.

If an employee transfers from a position in one County Department to another, he shall be credited in the new department with his or her accumulated sick leave to which entitled at the time of the transfer.

Section 5. Two Hour Call In Requirement.

Unless an emergency occurs which prevents the giving of notice of the utilization of sick leave, the facts and circumstances of which may required verification, the employee shall notify his or her immediate supervisor at least two (2) hours before scheduled to work.

ARTICLE 33.

SICKNESS AND ACCIDENT BENEFIT - SHORT TERM DISABILITY.

Section 1. Disability Pay.

Effective with the thirty-first (31) consecutive work day of absence due to sickness or injury, an employee with more than two (2) years of service shall be eligible for compensation at either 60 percent or 100 percent of his base salary in effect at the commencement of the disability according to the following schedule:

<u>Years of Service</u>	<u>Weeks of Pay at 100 Percent</u>	<u>Weeks of Pay at 60 Percent</u>
2 years but less than 3 years	3	17
3 years but less than 4 years	6	14
4 years but less than 5 years	9	11
5 years but less than 6 years	12	8
6 years but less than 8 years	16	4
8 years but less than 10 years	19	1
10 years or more	20	0

All service is to be measured from the onset of disability and base salary shall not be affected by salary adjustments that become effective after

disability commences. After the use of the non-occupational sickness and accident program, the employee must serve a waiting period of six (6) months prior to commencing application for the sickness and accident program.

Section 2. Long Term Disability.

After one-hundred thirty (130) work days of continuous disability (6 months), employees shall be eligible for long-term disability up to age 65 if the employee is disabled at or before age 60 or if the disability occurs after age 60 payments for a maximum of five (5) years or until the employee reaches 70, whichever is earlier. (No preexisting medical condition shall qualify for coverage under the LTD portion of this program within the first calendar year of employment). During the first two (2) years, employees shall remain eligible for long term disability payments if they are unable to perform the duties of their position. Thereafter, the test of continued coverage shall be whether the individual is able to perform the duties of any occupation for which he or she is qualified by training, education or experience. The long-term disability benefit before reduction for other income shall be 60 percent of monthly base pay. The base pay shall be that in effect at the time the disability first commenced. Factors that may reduce the benefit shall include primary Social Security, Workers Compensation, Statutory disability law benefits (currently not applicable in Pennsylvania), benefits under any County sponsored group or retirement benefit plan and 70 percent of rehabilitative income. There is a total of all source limitation of 75 percent of monthly base pay. The maximum benefit payable under the long-term disability plan shall be \$2,000 per month with a minimum benefit of \$50 per month. The above information is by way of general description. The precise terms of the long-term disability benefit shall be those contained in the insurance contract which shall be binding on the parties.

Section 3. Evidence of Disability

Evidence of disability must be presented to the department head who will forward a copy to the Personnel Department. Evidence must be supplied after five (5) days of absence and every two (2) weeks thereafter except that this requirement may be waived at the Employer's discretion. Evidence of disability must be presented on forms prescribed by the Employer and must include a signed statement by the employee's physician certifying the nature of the disability and the anticipated return to work date. All other current policies and practices of employee notification of sickness or illness to his or her department shall continue in effect including the following:

Section 4. Other Benefits.

During the course of an approved disability, the County will continue to pay medical insurance premiums and long-term disability premiums for six (6)

months to the extent that the County was paying said premiums at the onset of the disability. Pension deductions will cease after six (6) calendar months of disability.

ARTICLE 34.
SUBCONTRACTING.

Section 1.

Before the County decides to exercise its right to subcontract any bargaining unit work, it will meet and discuss any issue or issues concerning its decision including the ability of the current work force to perform the work.

ARTICLE 35.
TUITION.

Section 1. **Tuition Assistance.**

Payment in the amount of 100 percent of total course cost, up to a maximum of \$2,000, toward job-related education in any given calendar year. At the completion of the course the employee must maintain a grade of “C” or better. (“Pass-Fail” must be a pass). See Attachment A.

Section 2. **Tuition Loans.**

A tuition loan of up to \$4,000 is available to employees in good standing who have been employed at Fair Acres for one year or more. These funds are available only once per employee. Repayment of the loan is spelled out in the Fair Acres’ Tuition Loan Program document. See Attachment B.

ARTICLE 36.
MEDICAL BENEFITS.

Section 1.

For employees employed before 12/31/2011 the County shall continue throughout the term of this Agreement to provide without charge a package of medical benefits for County employees who are qualified and elect such coverage, substantially equivalent to that in effect on December 31, 2011. The County shall contribute \$140 per month towards the cost of dependants coverage for those employees who are qualified and elect Keystone Health Plan East for the life of this Agreement provided that in no case shall the county pay more than the actual cost of said dependents coverage. Effective January 1, 2012, all new hires selecting the Amerihealth Plan will make the following contributions towards health insurance premiums:

Type of Coverage

Single
Subscriber & Child (children)
Subscriber & Spouse
Family

Employee Cost

1% of annual salary
1.5% of annual salary
2% of annual salary
2.5% of annual salary

Effective January 1, 2012, all new hires selecting the Keystone Health Plan East will make the following contributions towards health insurance premiums:

Type of Coverage

Single
Subscriber & Child (children)
Subscriber & Spouse
Family

Employee Cost

1% of annual salary.
To be paid in accordance with Section 1 above.

The premium sharing amounts listed above also apply to any nurse who elects to take health insurance coverage for the first time during the course of this Agreement. For example, a nurse who goes from a position without health care coverage and then bids/accepts a full time position with health care benefits. Nurses will have 30 days after ratification of this agreement before this provision takes effect.

If at any time during the term of this contract or before a successor contract is reached, it becomes known by the County that any of the healthcare plans provided by the County to bargaining unit members will incur the excise tax imposed by the federal government through the Affordable Care Act, the County agrees to:

Meet with the union as soon as practical prior to plan implementation to discuss new healthcare plans to bargaining unit members that will not be subject to the excise tax under the Affordable Care Act and to eliminate all existing healthcare plan(s) which will incur an excise tax.

County will implement the most similar plan(s) which do not incur an excise tax.

ARTICLE 37.
LIFE INSURANCE.

Maintain existing life insurance benefit, which is one times salary rounded to the nearest thousand.

ARTICLE 38.
PENSION.

The Employer agrees to maintain the present pension plan.

ARTICLE 39.
CHARGE NURSE POSITION

Effective July 1, 2018, the County will create a separate job position for Charge Nurses. The Charge Nurse position will be offered on a one (1) year trial basis through July 1, 2019. Qualifications for the position of Charge Nurse shall be established by the Administration. The Charge Nurse position will receive additional compensation at the following rates: \$2.00/ per hour for the 7:00 a.m. to 3:00 p.m. shift; \$1.75/per hour for the 3:00 p.m. to the 11:00 p.m. shift and \$1.50/per hour for the 11:00 p.m. to 7:00 a.m. shift.

The County agrees to form a committee composed of two (2) PASNAP members to meet and discuss the qualifications of Charge Nurses. The parties specifically recognize that the Administration has the final determination of the qualifications of Charge Nurses and that the County must comply with the Nurse Practice Act.

Signature Page

In WITNESS WHEREOF, the parties have hereunder set their respective hands and seals as of the day and year first above written.

FOR THE COUNTY OF DELAWARE FOR FANA/PASNAP:

John P. McBlair

Jennifer M. Walsh
Jennifer Steigewalt
Deborah Pierce
Vicky Deodhar

ATTESTED BY:

Anne M. Coogan

Side Letter 1

The parties agree to the terms of the new Delaware County, Drug Free Workplace Policy.

Side Letter 2

The parties agree that the non-nursing professionals listed in Article 1, Section 2 of this Agreement shall be exempt for the contractual fair share obligation described in Article 3, Section 5 of this Agreement.

Side Letter 3

December 28, 2011

Thomas Micozzi
Delaware County Labor Relations
201 West Front Street
Media, PA 19063-2797


RE: Computerized Scheduling and Time Keeping

Dear Mr. Micozzi,


Please accept this letter as an understanding between the parties that should the employer implement timekeeping and scheduling software during the course of the current collective bargaining agreement, it shall encompass all current and agreed to rules and practices for nurse scheduling. Pod Schedulers will be consulted during the creation and phase-in period of the new technology.

Should you agree with the above, kindly sign below and keep a copy for your records.

Very truly yours,



Paul Muller
PAS/NAP/FANA Staff Representative



Thomas Micozzi
Delaware County Labor Relations

Side Letter 4

December 28, 2011

Thomas Micozzi
Delaware County Labor Relations
201 West Front Street
Media, PA 19063-2797

RE: Clarification Letter: Holiday Time

Dear Mr. Micozzi,


Please accept this letter as an understanding between the parties that the amount of Holiday time currently enjoyed by the PASNAP/Fair Acres Nurses Association bargaining unit members will remain unchanged for the duration of the next collective bargaining agreement.

Should you agree with the above, kindly sign below and keep a copy for your records.

Very truly yours,



Paul Muller
PASNAP/FANA Staff Representative



Thomas Micozzi
Delaware County Labor Relations

APPENDIX A
NEW HIRE WAGE RATES
Full/Part Time

Licensure Date:

RN	1/1/18	1/1/19	1/1/20
Start to 1 year:	\$24.65	\$25.39	\$26.15
1 year to 5 years:	\$25.39	\$26.15	\$26.93
6 years to 10 years:	\$26.15	\$26.93	\$27.74
11 years to 15 years:	\$26.93	\$27.74	\$28.57
16 years to 20 years:	\$27.74	\$28.57	\$29.43
21+ years:	\$28.57	\$29.43	\$30.31

LPN	1/1/18	1/1/19	1/1/20
Start to 1 year:	\$19.83	\$20.90	\$21.43
1 year to 5 years:	\$20.90	\$21.43	\$21.97
6 years to 10 years:	\$21.43	\$21.97	\$22.50
11 years to 15 years:	\$21.97	\$22.50	\$23.04
16 years to 20 years:	\$22.50	\$23.04	\$23.73
21+ years:	\$23.04	\$23.73	\$24.44

Per Diem	1/1/18	1/1/19	1/1/20
RN	\$27.33	\$28.15	\$29.00
LPN	\$23.04	\$23.73	\$24.44

Memorandum of Agreement

Delaware County (Fair Acres Geriatric Center) and PASNAP agree to the following terms for a collective bargaining agreement covering the Registered Nurses and Licensed Practical Nurses employed by Fair Acres:

1) All previously agreed and signed tentative agreements reached by the parties during the course of these initial contract negotiations, including Article 21 and the Flex Scheduling Side Letter.

2) The maintenance of current Fair Acres policies and practices not addressed in the tentative agreements, including but not limited to;

Article 15, Vacation

Article 22, Holiday

Article 32, Sick Time

Article 33, S & A, Short Term Disability

Article 35, Tuition

Article 37, Life Insurance

Article 38, Pension

3) **Part-Time Issues.** All terms and conditions for part-time employees shall remain as current policy with the following exception: part time employees shall be eligible for the part time sick time benefit if they are scheduled to work at least 48 hours per pay period.

4) **Per Diem Issues.** All terms and conditions for per diem employees shall remain as current policy with the following exceptions: 1) when scheduled in advance, double shifts worked on a weekend day shall count as two (2) weekend shifts worked for purposes of the weekend shift work requirement. 2) No more than once per quarter per diems may cancel scheduled shifts with at least seven (7) days notice without penalty.

5) Going forward, night shift employees' Holidays for Christmas and New Years shall be Christmas Eve and New Year's Eve.

6) **New Hire Rates.** The parties agree to the new hire wage schedule attached as Appendix A.

7) **Duration.** This collective bargaining agreement shall commence on January 1, 2016 and shall continue until midnight of December 31, 2017.

DRUG FREE WORKPLACE POLICY

PURPOSE: It is the purpose of the Delaware County Fair Acres Geriatric Center (“Fair Acres”) to help provide a safe and drug-free environment for all Fair Acres’ employees. It is essential to eliminate the safety and security risks which result from being under the influence of alcohol, drugs, or controlled substances. With this goal in mind and because of the serious drug abuse problems in today’s workplace, Fair Acres establishes the following policy for existing and future employees of the respective Departments.

POLICY: Employees of Fair Acres shall remain drug free in accordance to the procedures indicated herein. The Departments may request drug and alcohol testing for cause, post-accident, or after a Use of Force incident. A refusal to submit to a test or a positive test will result in appropriate disciplinary or personnel action, including but not limited to termination. Employees are encouraged to discuss treatment/rehabilitation options with the County Personnel Department, if necessary and appropriate.

PROCEDURE:

1. Fair Acres specifically prohibits:
 - a. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on County property or while performing work duties.
 - b. Being impaired or under the influence of legal or illegal drugs or alcohol away from the County’s premises, if such impairment or influence adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the County or Fair Acres’ reputations.
 - c. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the County’s premises, if such activity or involvement adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the County or Fair Acres’ reputations.
 - d. The presence of any detectable amount of prohibited substances in the employee’s system while at work, while on the premises of Fair Acres, or while on Fair Acres business. “Prohibited substances” include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
2. Fair Acres will conduct drug and alcohol testing under any of the following circumstances:
 - a. For-Cause: Fair Acres may ask an employee to submit to a drug and/or alcohol test at any time Fair Acres feels that the

employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's control, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive absenteeism or tardiness.

b. Post Accident: Any employee involved in an on-the-job accident or injury must submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" shall be defined to include not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

c. Use of Force: Any employee involved in an incident in which management deems that there was an excessive use of force that resulted in injury or possible injury to staff, residents or visitors may be asked to submit to a drug and/or alcohol test. The staff involved in a use of force incident may also voluntarily request to submit to a drug and/or alcohol test.

3. Testing:

a. Only the appropriate member of the County or Fair Acres' management team may order a drug and/or alcohol test. A Supervisor of the Fair Acres' Department will escort the employee to a third-party test administrator, such as Quest Diagnostics, for the test to be conducted.

b. Urinalysis is the testing of a urine specimen to detect the presence of alcohol, drugs or controlled substances. Urine samples will first be testing using a screening procedure. A specimen testing positive will undergo an additional confirmation test using gas chromatography mass spectrometry (GCMS) or other scientifically acceptable methods.

c. Breathalyzer is the testing procedure utilized to detect alcohol from exhalation.

d. If a specimen is determined to be adulterated or diluted, the staff member will be required to submit an unadulterated or undiluted urine specimen within 24 hours of being notified of the results.

4. Fair Acres' Action:

a. Any employee who refuses to take a test for narcotics or other illegal drugs, alcohol, or prescription medication without prescription, as indicated above, will be subject to disciplinary action, including but not limited to, termination.

b. Any employee who has a positive result for narcotics or other illegal drugs, alcohol, or prescription medication without a prescription will have an opportunity to explain the situation to management. Any employee who has a positive result for narcotics or other illegal drugs, alcohol or prescription medication without a prescription, will be subject to disciplinary action, including but not limited to, termination.

Employee Agreement and Consent to Drug and/or Alcohol Testing

I hereby agree, upon request made under the Drug and Alcohol testing policy of Fair Acres, to submit to a drug or alcohol test and to furnish a sample of my urine, breath and/or blood for analysis. I understand and agree that if at any time I refuse to submit to a drug or alcohol test under Fair Acres' policy, or otherwise fail to cooperate with the testing procedures, I will be subject to disciplinary procedures, up to and including termination. I further authorize and give full permission to have Fair Acres, the County or its contracted private agency to send the specimen(s) collected to a laboratory for a screening test, for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation related to such test to Fair Acres and/or any governmental entity involved in a legal proceeding or investigation connected to the test. Finally, I authorize Fair Acres to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected to the test.

I understand that only duly authorized County and/or Fair Acres' staff will have access to information furnished or obtained in connection with the test, that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from governmental entities.

I will hold harmless the County of Delaware, Fair Acres Geriatric Center and any testing laboratory the county and/or Fair Acres may use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that may result in such testing, including loss of employment or any other adverse job action that may arise as a result of the drug and/or alcohol test, even if the County, Fair Acres or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the County, Fair Acres and any testing laboratory the County, Fair Acres might use for any alleged harm to me that may result from the release or use of information or documentation relating to the drug and/or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I understand that Fair Acres will require a drug screen test under this policy whenever I am involved in an on-the-job accident or injury under

circumstances that suggest possible involvement or influence of drugs and/or alcohol in the accident or injury event.

Employee Signature Date

Employee Name Printed

Director Date

