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AGREEMENT BY AND BETWEEN

DISTRICT BOARD OF HEALTH  
MAHONING COUNTY

AND

OHIO COUNCIL 8, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND LOCAL 3759

JUNE 1, 2012 THROUGH MAY 31, 2014

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## PREAMBLE

This Agreement is between District Board of Health, Mahoning County ("Employer") and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 3759 ("Union") and has its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of the employees included in the bargaining unit described in the State Employment Relations Board's order dated January 10, 1991, in Case No: 90-REP-08-0179.

The Employee Organization and the Employer jointly filed a Petition for Amendment of Certification, Case No: 94-REP-04-0073, seeking to amend the certification to reflect certain agreed to changes in the existing unit. On May 12, 1994, the State Employment Relations Board approved the petition and amends the unit, which is now certified as follows:

Included: All full-time and regular part-time professional and non-professional employees of the District Board of Health, Mahoning County, including: Account Clerk I; Account Clerk II; Activities Coordinator; Administrative Nursing Secretary; Adult Day Care Nurse; Clinic Nurse; Clerk; Community Health Education Specialist; Data Entry Operator; Health Educator; Licensed Practical Nurse; Nutritionist/Public Health Educator; Outreach Educator; Pediatric Coordinator; Plumbing Inspector; Prenatal Coordinator; Public Health Medical Technician; Public Health Nurse; Public Health Nurse/Nurse Practitioner; Sanitarian; Sanitarian in Training; Secretary; Tuberculosis Clinic and Outreach Nurse; Tuberculosis Registrar; Van Driver; and Laboratory Assistant.

Excluded: All management level employees, confidential employees, and supervisory employees as defined in the Act; and all seasonal and casual employees as determined by the State Employment Relations Board, including; Administrative Assistant; Director of Child Lead Poisoning Prevention Program; Director of Health Education & Assessment; Director of Laboratory Services; Environmental Health Director; Fiscal Personnel Officer; Grants Fiscal Manager; Health Commissioner; Nursing Director; Office Manager; Plumbing Inspection Supervisor; Chief of Waste Control Programs; Director of Finance and Human Resources; and Deputy Director of Nursing for Clinical Services.

## ARTICLE 2 - MANAGEMENT RIGHTS

Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent, exclusive employer rights and responsibilities of the employer with respect to matters of general legislative or managerial policy, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, layoff, recall, reprimand; to suspend, discharge or discipline for just cause.
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Employer's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to a lack of work or lack of funds.
- E. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained.
- F. To determine the necessity to schedule overtime and the amount required thereof;
- G. To determine and implement necessary actions in emergency situations;
- H. To maintain the efficiency of governmental operations.
- I. To exercise complete control and discretion over the Employer's organization and the technology of performing the work performed; and,
- J. To set standards of service and determine the procedures and standards of selection for employment.

## ARTICLE 3 - UNION RIGHTS AND REPRESENTATION

### Section 1.

Non-employee representatives of the Union shall have the right to enter the facilities of the Employer and visit with the employees covered by this agreement for the purpose of ascertaining whether the agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the Grievance Procedure contained herein. Union representatives shall notify the Health Commissioner in advance before entering the premises of the Employer.

The non-employee union representative must have permission from the Commissioner or his designee, however, such permission shall not be unreasonably denied.

### Section 2.

The Employer recognizes the right of the Union to select local officers, stewards and alternate stewards to represent the employees on grievances arising under the agreement.

Union representatives will also represent employees at pre-disciplinary hearings, grievance and arbitration hearings, labor management meetings and contract negotiations. The affected employee and union representative shall not suffer any loss of pay for activities conducted during their normal working hours and under the same standards as set forth in Article 7, Section 5.

### Section 3.

The Union shall provide the Employer an official roster of its local officers, committee representatives, assigned Union representatives and stewards, which is to be kept current at all times by the Union and shall include the name, position held, jurisdiction area (for stewards only), and the work address and phone number of non-employee representatives.

### Section 4.

The Union agrees that no representative of the Union, either employee or non-employee shall interfere with, interrupt or disrupt the normal work duties of employees.

### Section 5.

The Employer agrees to provide the Union, upon reasonable request, the County of Mahoning, General Health District, Cash Basis, Annual Financial Report.

## ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION AND COERCION

### Section 1.

Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, sexual orientation, or national origin. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

### Section 2.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees

### Section 3.

The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere with, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

### Section 4.

The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

### Section 5.

The Union and the Employer mutually agree to comply with the Americans With Disabilities Act (ADA) to the extent that it applies to them. An employee, upon request, shall be provided union representation in processing any request under the ADA.

### Section 6.

The Union and the Employer agree that sexual harassment in the workplace will not be tolerated or condoned in any manner. Employees who believe they have been subject to sexual harassment are required to follow the internal complaint process set forth in the Employer's policies prior to filing a grievance under this section.

### Section 7.

The Employer agrees to treat all employees in a fair and equal manner.

## ARTICLE 5 - DUES DEDUCTION/FAIR SHARE

### Section 1.

The Employer agrees to deduct regular Union membership dues, initiation fees and assessments, from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

### Section 2.

All bargaining unit members who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of this Agreement, who do not become members of the Union, shall pay a fair share fee, effective sixty (60) days from the date of hire, as a condition of employment. The deduction of the fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deduction, such deduction will be made in the same manner as union deductions.

### Section 3.

All deductions provided for in this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Controller of AFSCME Ohio Council 8 no later than the tenth (10th) day following the end of the pay period in which the deduction is made.

### Section 4.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### Section 5.

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; or (6) resignation by the employee from the Union.

ARTICLE 5 - DUES DEDUCTION/FAIR SHARE (continued)

Section 6.

The Employer shall not be obligated to make dues deductions from any employee who shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In such event the employer shall make up to a double deduction from subsequent pays until the full amount of the arrearage is paid.

Section 7.

The rate at which dues or fair share fees are to be deducted shall be certified to the Health Commissioner by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Health Commissioner prior to making any changes in an individual's dues deductions.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

Section 1.

In consideration of the Employer's commitment as set forth in Section 2 of this Article, the Union, its officers, agents, representatives, stewards, and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, concerted sick leave, concerted slowdown or work stoppage. It is understood and agreed that any employee who engages in conduct prohibited by Section 1 is subject to disciplinary action.

Section 2.

In consideration of the Union's commitment as set forth in Section 1 above, the Employer shall not lock out employees.

Section 3.

Nothing in this Agreement shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any violation of this Article.

## ARTICLE 7 - DISCIPLINE AND DISCHARGE

### Section 1.

The Employer agrees that all disciplinary procedures shall be carried out in private and businesslike manner. However, a violation of this Section shall not be grounds for overturning any discipline issued.

### Section 2.

Records for discipline shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date.

### Section 3.

It is mutually understood and agreed that no employee shall be reprimanded, suspended or discharged except for just cause. Except in cases of serious misconduct, all discipline shall be applied in a corrective, progressive and uniform manner.

### Section 4.

A copy of all disciplinary action shall be given to the Local Union President.

### Section 5.

In the event that a bargaining unit employee is to receive a pre-disciplinary hearing, the local Union President and/or his designee is permitted to be in attendance at such meeting. Attendance of the Union President and/or his designee shall be at no loss of scheduled pay. For example, if the President was to attend a pre-disciplinary hearing that began at 1:00 p.m. and ended at 9:00 p.m. and the President's scheduled shift ended at 5:00 p.m., then he would receive four (4) hours of pay but no overtime.

### Section 6. Suspension or Discharge Procedure.

Whenever the Health Commissioner, or his/her designee, determines that an employee may be disciplined for just cause by suspension or discharge, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation for the alleged misconduct.

When an employee's behavior requires immediate removal from the premises, the Health Commissioner may suspend the employee with pay for the remainder of the workday. The employee must report to work the next workday, or at a time established by the Health Commissioner.

Pre-disciplinary conferences will be conducted by a hearing officer who will be selected by the Health Commissioner, or his designee, from those supervisors not directly in the chain of command of the employee. The hearing officer may also be an impartial outsider who has no direct interest in the issue at hand.

Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Health Commissioner will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. No more than two (2) representatives of the collective bargaining unit, in addition to the charged member, are permitted to attend the pre-disciplinary conference in accordance with Article 7, Section 5 of the collective bargaining agreement and reasonable effort will be made to schedule the matter to accommodate the representative.

At the pre-disciplinary conference, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

At the conference the employee or his representative and the employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses to the hearing officer as far in advance possible, but not later than one (1) hour prior to the conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

The employee and/or his representative and the employer will be permitted to question witnesses. A written report to the Health Commissioner will be prepared by the hearing officer concluding as to whether or not the alleged misconduct did occur. A copy of the hearing officer's report will be provided to the employee.

The Health Commissioner will recommend appropriate disciplinary action, if any, to the Board of Health. The Board of Health shall determine appropriate disciplinary action.

#### Section 7.

It is expressly understood by the parties, barring any extenuating circumstances, no discipline shall be imposed on any employee after thirty (30) working days of the Employer's having conclusive proof establishing that the misconduct giving rise to the discipline occurred by a specific employee. Nothing in this section shall limit the Employer's right to discipline an employee for an ongoing or continuing violation to the extent that the discipline imposed is limited to conduct within the period of the prior thirty (30) days. This provision may be waived by mutual agreement of the parties. Discipline must commence within ten working days of any final decision resulting from a pre-disciplinary hearing.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### Section 1 - Definition of Grievance.

A grievance is an allegation by an employee that the Employer has violated any provision of this Agreement.

### Section 2 - Procedural Steps.

It is mutually understood that the prompt presentation, answering and adjustment of grievances is desirous to promoting sound relations between the Union and the Employer. It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances. In furtherance of this objective, the following procedure for the processing of grievances shall be followed:

In this article "days" whether identified as calendar days or otherwise shall be defined as working days excluding Saturdays, Sundays and holidays.

#### Step One:

If the alleged violation is not resolved by discussion between the employee and his immediate supervisor, the Union representative must submit the alleged grievance in writing to the immediate supervisor not later than ten (10) days after the event giving rise to the grievance or ten (10) days of when the employee should have known of the event giving rise to the alleged grievance. The grievance shall be submitted on a completed grievance form, a copy of which is attached to the Agreement (see Appendix A); and be signed by the grievant. The immediate supervisor, or his designee, shall meet with the grievant and his steward, and respond to the grievant in writing no later than seven (7) days after the grievance is submitted. Any grievance resolutions reached at Step 1 shall be on a non-precedence setting basis and not binding on the parties in future matters.

#### Step Two:

If the grievance is not settled at Step One, the grievant, not later than five (5) days after receipt of the immediate supervisor's written answer at Step One, may file a written appeal of that answer to the Health Commissioner. Not later than ten (10) days after receipt of the written appeal, the Health Commissioner, or his designee, shall meet with the employee, the employee's immediate supervisor, the employee's steward, the Union President, and the Union Staff Representative. The Health Commissioner, or his designee, shall give his answer to the Local Union President within ten (10) days after such meeting.

A Policy grievance which affects all or a substantial number of members may be presented initially by the Union at Step two of the grievance procedure.

Any grievance concerning disciplinary action that involves a suspension of three (3) days or more, or discharge may be appealed directly to Step two of the grievance procedure. The Union shall reduce such grievance to writing and file it with the Health Commissioner or his/her representative within five (5) calendar days after the notice of suspension or discharge.

Section 3:

The time limits set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the Employer unless it is submitted or appealed within the time limits set forth in Section 2 above. If the grievance is not timely submitted at Step 1 it shall be deemed waived. If the grievance is not timely appealed to Step Two, it shall be deemed to have been settled in accordance with the Employer's Step One answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union and/or the employee to the next step in the grievance procedure. However, should the Employer fail to provide timely answers to two grievances in a six-month period, failure to provide subsequent timely answers in that six-month period shall result in the relief requested being granted; provided that such result shall be without precedent. All time limits on grievances may be extended upon written mutual consent of the parties; provided the party seeking an extension submits a written request prior to the expiration of the time limit.

Section 4 - Mediation Step:

The Union or the Employer may initiate mediation of a grievance by giving written notice to the other party within seven (7) days of the receipt of the Step 2 decision. Upon receipt of written notice pursuant to this step, the time limits for the grievance procedure shall be suspended until (1) mediation is concluded; or (2) either party rejects or rescinds, in writing, its participation in mediation, whichever occurs first.

Section 5 - Arbitration:

Any grievance, as defined above, that has been properly and timely processed through the grievance procedure set forth above, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer and FMCS with written notice of its intent to appeal. The failure to appeal a grievance to arbitration within thirty (30) days after receipt of the written answer of the Employer at Step Two of the grievance procedure shall constitute a waiver of the Union's rights to appeal to arbitration.

The Union will utilize the FMCS form for this purpose and shall

request the Federal Mediation and Conciliation Service to furnish to the Employer and the Union a list of seven (7) qualified and impartial arbitrators. Within five (5) days after receipt of that list by the Employer and the Union, the Employer and the Union shall alternately strike names from the list until only one name remains. The arbitrator whose name remains shall hear the grievance.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer. The fee of the arbitrator shall be shared equally by the Employer and the Union; otherwise each party shall bear its own arbitration expense.

Section 6:

All employees are entitled to Union representation at all steps of the grievance procedure. Union representative(s) and grievant(s) involved in the grievance process shall be permitted to present grievances and attend grievance hearings during work hours, without loss of pay or benefit. The writing of grievances and investigation of grievances shall be done during the employee's break periods, lunch periods or on other off duty time. Union representatives and employees involved in the grievance procedure shall obtain permission from their immediate supervisor prior to leaving their assigned work area in order to present a grievance to the employer or to attend a grievance hearing. Such permission shall not be unreasonably denied; provided that if such permission is denied, the grievance hearing will be rescheduled for a time when permission can be granted.

## ARTICLE 9 - HOURS OF WORK

### Section 1.

The work week shall be considered to begin at 12:01 A.M. on Sunday, and end at 11:59 P.M. the following Saturday.

### Section 2.

Each employee shall be granted two paid fifteen (15) minute rest periods, which shall be scheduled at the approximate midpoints of the first and second halves of the employee's work shift. These rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the operation.

### Section 3.

For purposes of this Article, the one (1) hour unpaid lunch shall not be considered time worked, but the two (2) paid breaks shall be considered time worked.

### Section 4.

The basic work for full-time employees shall consist of thirty-seven and one-half (37 and 1/2) hours per week. This shall not be construed as a guarantee of any particular amount of work per day.

### Section 5.

Employees shall be paid at the rate of time and half for all hours worked in excess of forty (40) per week. For purposes of this section, vacation leave, holiday leave, and personal leave used during that week shall be considered time worked. All hours worked on holidays shall be paid at time and a half. There shall be no pyramiding of overtime pay. Instead of overtime pay, compensatory leave at the rate of 1.5 per hour worked may be accrued for such hours. Employees are entitled to earn comp time if requested up to fifteen (15) hours per year. Any hours above fifteen (15) hours per year are upon mutual consent of the employee and his supervisor. Employees who have earned compensatory time and have been denied usage of such time, due to operational needs, may request pay in lieu of, for the denied compensatory time requested.

### Section 6.

An employee called out to work additional hours not contiguous to another shift (so that an additional trip from home is required) shall be paid a minimum of three (3) hours pay.

### Section 7.

Overtime for additional full days and/or special events shall be offered to employees on an equitable basis amongst qualified employees.

Section 8.

The current hours of operation are 8:00 A.M. to 4:30 P.M. Monday through Friday. Schedules outside of these hours exist and require management approval. The current practice of employees working outside of their normal hours being treated as compensated as additional hours (straight time if greater than 37.5 hours or overtime if greater than 40 hours) will continue. Managers will be educated on this practice. In the event the Board elects to change the current hours of operation or current practice referred to in this section, it will give the Union two weeks notice and meet and confer regarding the change.

ARTICLE 10 - PROBATIONARY PERIOD

New employees will be on probation for a period of one hundred twenty (120) calendar days for Full-time employees and one hundred eighty (180) calendar days for part-time employees, during which period the employee may be discharged at the will of the Employer. Employees promoted to a new position will be on probation with respect to the new position for a period of thirty (30) calendar days.

## ARTICLE 11 - SENIORITY

### Section 1.

A. Seniority shall be defined as the length of continuous service with the Employer. Bargaining unit members shall be credited with an additional year seniority on each successive anniversary date of employment. Employees on approved leaves of absence shall earn seniority during any such leave. Seniority shall be applicable only as provided in this Agreement.

B. Beginning January 1, 2004, for layoff purposes only, seniority for each bargaining unit employee shall be calculated on a full time equivalent of 1950 hours which shall be used as the denominator and the employee's compensated hours as the numerator. For 2004, the numerator shall be the hours compensated in 2003; for 2005, the numerator shall be the hours compensated in 2004, etc. However, for any year shall an employee has been compensated for more than 1950 hours, only 1950 hours shall be used in the numerator - thus an employee shall not earn more seniority than one year's seniority (1950 hours) in any base year. This section shall only apply to seniority after January 1, 2003. Any seniority earned prior to that date will not be reduced by the application of this section.

### Section 2.

Employees who are reinstated within eighteen (18) months of separation from employment with the Employer shall not lose their seniority. However, no seniority shall be credited for time separated from service.

### Section 3.

Seniority shall be lost, only when an employee:

1. Quits or resigns;
2. Is discharged for just and proper cause;
3. Is laid off for a period of more than eighteen (18) consecutive months;
4. Is promoted out of the bargaining unit. Should the employee elect to remain in the non-bargaining unit position subsequent to sixty (60) days of promotion then his/her seniority shall be "frozen" as of the date of promotion. An individual gone for one (1) year and one (1) day would lose all seniority.

### Section 4.

The Employer shall provide the Union with a seniority list two (2) times each year, which will show the name, date of initial employment, date of last promotion and seniority date.

Such list, with the exception of social security numbers, shall be posted on the bulletin boards provided by this Agreement.

Section 5.

In the event that two or more employees have the same date of employment with the Employer, the following procedure shall be used to determine the most senior employee:

The employee Social Security Number in lowest numerical order shall prevail (i.e. 215-44-3127 prevail over 215-44-3128)

## ARTICLE 12 - LAYOFF

### Section 1.

In the event the Employer determines it is necessary to reduce the work force in the bargaining unit for lack of funds, lack of work, position abolishment, or any other legitimate reason(s), the following procedures for layoff shall be used.

### Section 2.

The Employer shall send notice to the Union, outlining the justification for any reduction in force, along with the number and classification of affected bargaining unit members. Such statement shall be sent prior to any layoff notice.

For the purpose of this Article the terms listed in the above section 1 shall be defined as follows:

- a) "Lack of funds" means the Employer has a current or projected deficiency of funding to maintain current, or sustain projected, levels of staffing and operations.
- b) "Lack of work" means the Employer has a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels. The determination of a lack of work shall indicate the current or projected temporary decrease in the work load of the Employer and whether the current or projected staffing levels will be excessive.
- c) "Abolishment" means the permanent deletion of a position or positions from the organization due to lack of continued need for the position. The determination for the need to abolish positions shall indicate the lack of continued need for the positions.

### Section 3.

Employees in the following categories from within the affected job classification shall be laid off first in the order below. Prior to the layoff of any regular full time or part time employee, the Employer shall solicit volunteers for the layoff within the affected job classification.

- 1) Temporary employees;
- 2) Intermittent employees;
- 3) Seasonal employees;
- 4) Employees who have not completed their probationary period (new hires only);
- 5) Employees who have completed their probationary period.

### Section 4.

The Employer shall decide which classification or classifications shall be affected, the work area and the number of layoffs which will occur in each classification. Employees shall be laid off in

inverse order of their seniority. Employees shall be given a fourteen (14) calendar days notice of layoff.

Section 5.

A laid off employee shall have the right to displace (bump) an employee with the least seniority in the classification from which the employee was laid off or in a lower or equivalent classification, in the following order:

- a) Within the classification from which the employee was laid off;
- b) Within a classification which has the same or similar duties as the classification from which employee was laid off;
- c) Within the classification held immediately prior to holding the classification from which the employee was laid off;
- d) In the next lower or successively lower classification.
- e) In the event a displaced employee has no other option (a-d above) they may, if they have the skill and ability to do the job of an existing temporary, intermittent or seasonal position, bump into that position subject to the terms and conditions of that position and maintain their bargaining unit status during this period.

Section 6.

Employees shall notify the Employer of their intention to exercise their displacement rights within five (5) calendar days after receiving notice of layoff.

Section 7.

No employee shall displace an employee for whose position or classification there exists special minimum qualifications as established by a position description, classification specifications or by a bonafide occupational qualification, unless the employee desiring to displace another employee possesses the requisite minimum qualifications for the position or classification. The bumping employee must be able to achieve a reasonable level of proficiency for the job to which he is bumping with a brief orientation.

Section 8. - Recall from Layoff

If the Employer determines to increase the work force in a job classification and work area following a layoff, employees, who have recall rights, shall be recalled to their job classifications in the reverse order of layoff before any vacancy is posted for such classification. Employees who are on layoff shall have the right to recall for a period of twelve (12) months from the effective day of layoff. Employees who have bumped into another

job classification shall have the right to recall for a period of twelve (12) months from the effective date they bumped into another job classification. Any employee offered a recall to a lesser status (status defined as full-time and part-time) than what they were laid off from, will not lose their recall rights by declining the recall to a lesser status.

The Employer will forward notice of recall by personal service or certified mail to the last known address of the employee reflected on Employer records. The employee must, within fourteen (14) calendar days of delivery or attempted delivery of the notice of recall, notify the Employer of his intent to return to work on the date specified for recall and, thereafter, return to work on such day. The employer will also use "proof of mailing" as an additional step to secure notice of recall in the event certified mail is returned.

#### Section 9. - Automatic Recall

In the event of a layoff, should a classification laid off have a period of six (6) weeks or more where the remaining employees in the classification work at a full-time equivalent level as existed prior to the layoff, the Employer shall be required to initiate a recall for the classification involved.

For example, in the event there are three (3) employees in a classification (two part-time employees who average fifteen (15) hours each per week and one full-time employee who averages thirty-seven and one-half (37.5) hours per week) and a layoff occurs, if for any six (6) week period after the layoff the two remaining part-time employees work sixty-seven and one-half (67.5) hours per week or more, a recall shall occur.

## ARTICLE 13 - VACANCIES AND PROMOTIONS

### Section 1

When a vacancy occurs or a new job classification is created within the bargaining unit and the Employer wishes to fill such an opening, the Employer shall post a notice of such opening(s) at each work site for a period of seven (7) working days. The notice shall contain the job title, rate of pay, work site, shift, a brief job description and the date of posting. Any employee who wishes to be considered for the position shall file a written application with the Health Commissioner, or the Health Commissioner's designee, by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification and the date submitted to the Employer. All applications shall be date/time stamped upon receipt and a copy of the application shall be given to the employee. A copy of the job posting, shall be provided to the Union at the beginning of the posting period.

In the event the employer opts to not fill a vacancy, such decision will be forwarded in writing to the Union within fifteen (15) days of such decision.

All applications shall be reviewed by the Employer, and the job shall be awarded, within sixty (60) calendar days to the applicant who possesses the greatest job related qualifications. Where two or more applicants are approximately equal in job related qualifications, the job shall be awarded to the most senior applicant. The Employer shall make every effort to promote from within the bargaining unit before filling any applications from outside the bargaining unit.

Bargaining unit employees who are not selected for the position they bid on may request a written explanation of why they were not chosen for the position. Such written request will be responded to within five (5) working days of request. The purpose of this explanation is to provide the employee with a better understanding of management's decision so they can prepare for future opportunities for advancement. The written explanation shall not be the basis for an employee to file a grievance.

Employees awarded a job pursuant to the provisions of this Article shall be given thirty (30) working days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification without loss of seniority or benefit. Employees awarded the job under these provisions shall be provided with all reasonable help, training and supervision necessary to perform the required tasks assigned. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision that is required by other qualified employees on the same job and their work meets the minimum applicable to the job. Employees who are awarded a job under these provisions shall be compensated at the regular rate of

pay of the new classifications.

An employee who feels they are not able to perform the duties of the new position may elect to return to their former position within the first thirty (30) working days after the move to the new position. Any employee who chooses to return to their former position will be barred for a period of one (1) year from bidding on the same job classification.

When jobs are created in the bargaining unit, a copy of the job description will be provided to the Union five (5) working days prior to any posting.

#### Section 2

Vacancies for positions outside the unit (i.e. management positions) will be announced to employees in the bargaining unit internally at least one (1) calendar day prior to any external advertisement. Nothing in this section limits the Employer's authority or discretion in filling the position.

## ARTICLE 14 - LEAVES OF ABSENCE

### Section 1.

All unpaid leaves of absence and any extensions thereof, must be applied for, in writing, as soon as reasonably possible, but not less than ten (10) working days prior to the date the leave is to begin, except in the case of an emergency. Such leaves shall be granted or denied within three (3) days of such request. Unless otherwise specified, an employee may return to work prior to any expiration of any leave of absence, provided the employee notifies the Employer, in writing, no less than ten (10) working days in advance of such return.

When an employee returns from any leave of absence, the employee will be assigned to the classification that employee occupied at the time the leave began provided the classification is still in existence. If the classification has been abolished, the returning employee shall be treated as if laid off.

There shall be no break in seniority for any period of time that an employee is on an authorized leave of absence, whether that leave be paid or unpaid, and total service credit shall include all periods of time any employee is on an authorized leave of absence.

### Section 2.

Employees shall not be paid when appearing in court for civil cases when the matter affects the employee's personal affairs. Employees may elect to utilize accrued vacation for these instances.

### Section 3.

If an illness or disability continues beyond an employee's accumulated sick leave and any advance leave granted by the Health Commissioner and the Board, an employee may request and be granted a leave of absence, without pay, for a period of up to six (6) months. Should the illness extend beyond this period the employee, with the approval of the Health Commissioner may be granted an additional six (6) months of unpaid leave. Any leave request related to pregnancy complications/maternity will be treated the same as any other leave due to illness or medical condition. At the expiration of six (6) months of such leave, additional leave may be granted at the discretion of the Health Commissioner.

### Section 4.

Absence without regular pay shall be authorized to permit employees, who are officers of the bargaining unit to attend meetings and conventions of their International Union on a regional, state or national level. The maximum number of employees who shall be released from duty without pay shall be no more than two (2) at one time. This time shall be limited to a

total of ten (10) working days per year for the entire bargaining unit.

Employees will give the Employer seven (7) days advance notice in order to use days under this section and approval shall be subject to the operational needs of the Employer.

Section 5.

An employee who is (1) called for jury duty or (2) subpoenaed as a witness in a criminal or civil action that is related to the business of the Board shall be granted a leave of absence for any period of such service. The employee will be compensated for the difference between his regular pay and jury or witness pay for absence caused by such service. To be eligible for such pay the employee must present verification of the call to jury or witness duty and the amount received as jury or witness fee. In lieu of the aforementioned procedure the employee may receive full regular pay by turning over, to the Employer, all funds received from the Court as pay for service.

Section 6.

An employee may be granted a personal leave of absence without pay for any reason, for a period not to exceed six (6) months. When an employee is on a personal leave in excess of two (2) weeks, they shall pay for the full cost of their health insurance.

Section 7.

Employees may be granted a leave of absence without pay to pursue educational opportunities. Such leave may be granted for a period not to exceed one (1) year.

Section 8.

The Employer agrees to follow all State and Federal laws relating to Military Leaves of Absence.

Section 9.

The Employer will grant all professional employees thirty (30) hours paid leave per contract year for the purpose of attending educational seminars and obtaining state mandated "Continuing Education Credits." These seminars must have job related CEU's attached in order for the employee to attend.

The Employer will grant all other employees seven and one-half (7.5) hours paid leave per contract year for the purpose of attending seminars.

This time may be utilized to attend seminars on topics that are accredited but not directly related to the employee's daily job duties.

Verification of attendance at such seminar shall be provided by the employee.

Section 10.

To the extent that the Family Medical Leave Act (FMLA) applies to the Employer, the Employer will comply with its provisions.

An employee will not be required to use vacation time in conjunction with taking a leave under this section.

Nothing in this Agreement shall limit the employee's rights under the Family Medical Leave Act.

Section 11.

If a "Blood Drive" is taking place at the location where an employee is working, the employee may donate blood during working hours without loss of pay or benefits.

Section 12.

The Employer will provide for seven (7) unpaid Union days per year for the purpose of attending Union sponsored seminars or conferences. The Employer will also provide for one (1) representative of the Union to attend Board meetings with pay.

ARTICLE 15 - VACATION

Section 1.

All regular full-time bargaining unit employees will be entitled to paid vacation leave according to the following eligibility guidelines. Regular part-time employees will have their vacation prorated.

For employees hired prior to July 25, 2012:

<u>Service</u>	<u>Annual Rate</u>
After one (1) year	Two (2) weeks vacation
After four (4) years	Three (3) weeks vacation
After ten (10) years	Four (4) weeks vacation
After sixteen (16) years	Five (5) weeks vacation

For employees hired July 25, 2012 and after:

<u>Service</u>	<u>Annual Rate</u>
After one (1) year	Two (2) weeks vacation
After five (5) years	Three (3) weeks vacation
After ten (10) years	Four (4) weeks vacation
After twenty (20) years	Five (5) weeks vacation

Section 2.

Each employee entitled to vacation will schedule at least one (1) week (five (5) days) of vacation on consecutive days during the year commencing each employee's anniversary date. Employees shall notify their supervisor in writing by February 1st of each year of their choice of vacation dates, for one-half of their annual vacation time. Vacations shall be granted based on seniority and operational needs. Vacation requests submitted after February 1st of each year will be granted based on a first come first serve basis and approved based on operational needs. Vacations shall be approved by the Supervisor in writing by March 1st of each year. Vacation may be taken in units of not less than one-half (1/2) hour with approval of the Health Commissioner.

Section 3.

All vacation scheduling is subject to the prior approval of the Employer.

Section 4.

Vacation leave shall be carried over for up to two (2) years of accumulation. However, each employee must use at least one-half of his/her annual vacation accrual each year.

ARTICLE 15 - VACATION (continued)

Section 5.

At least one person in each classification will be allowed to take vacation for any given week of the year, except for the week of the Canfield Fair. However, during the week of the fair, vacation may be granted based upon operational needs. In a program where there is only one person per classification, not more than one person may take vacation at a time. In such circumstances, vacation time will be awarded on a rotational basis by seniority.

Section 6.

Upon separation of employment an employee will be paid for all accumulated vacation.

Section 7.

Legal holidays which occur during an employee's vacation shall not be charged against the use of vacation leave.

Section 8.

Employees who have had their vacation request denied twice in any given year because of operational needs other than due to seniority preference shall not lose any vacation for that year.

Section 9.

Vacation pay, for the weeks identified above in Section 1, paid at an Employee's current rate, may be taken up to the average scheduled hours per week provided the employee has a sufficient number of vacation hours available.

Section 10.

After one full year of employment, employees will receive two (2) paid "personal day" per year. The personal day may be taken for any reason and will be granted by the employer based on operational needs. The personal day is not cumulative and if not used during the contract year (June 1 through May 31) will be lost.

Section 11.

Each year, employees may choose to receive compensation for up to two (2) weeks of vacation pay in lieu of time off. Requests must be submitted in November and payment will be issued in December.

## ARTICLE 16 - HOLIDAYS

### Section 1.

The following shall be paid holidays for all full time employees:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas

### Section 2.

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding the holiday shall be observed as such. Should the holiday fall on a Sunday, then the Monday immediately succeeding shall be observed as the holiday.

### Section 3.

A part-time employee shall be paid for a holiday benefit based upon the normal earnings for the holiday prorated based upon his normal work week.

### Section 4.

If a holiday occurs during an employee's vacation, he shall be entitled to an additional vacation day.

### Section 5.

In order to be eligible for holiday benefits, an employee must work his last regularly scheduled shift before the holiday, and his first regularly scheduled shift after the holiday, unless on previously approved leave during such day(s).

### Section 6.

Public health nurses who are scheduled to work at their normally assigned schools on any of the twelve (12) holidays listed in Section 1 above shall work that day as a regular work day and substitute another day during the school year when classes are not in session for that holiday.

## ARTICLE 17 - SICK LEAVE

### Section 1.

All members of the bargaining unit shall accrue sick leave credits at the rate of .0576923 for each hour in pay status. Unused sick leave shall be cumulative and without limit as to accumulation. Sick leave may be used in increments of one-half (1/2) hours.

Sick leave after three days must have doctor's excuse if requested.

### Section 2.

Legal holidays which occur during an employees' use of sick time shall not be computed against an employees' sick day usage.

### Section 3.

Sick leave credits and use of sick leave shall be recorded by the Employer. Any employee shall be given a record of such accrual and usage at the employee's request.

### Section 4.

Sick leave shall be granted to an employee for the following reasons:

1) Illness or injury, including pregnancy-related illnesses and disabilities, of the employee or a member of the employee's immediate family; requiring the care and attention of the employee.

2) Medical, dental, optical or audiological examination or treatment, including inpatient or outpatient physical, psychological therapy of the employee or a member of the employee's immediate family;

3) When, due to exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

For the purposes of this Article "immediate family" shall be defined as an employee's spouse, child, stepchild, foster child, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, grandchildren, step parents, legal guardian or other person who stands in place of a parent (in loco parentis). Grandparents, grandchildren, etc. include "greats".

ARTICLE 17 - SICK LEAVE (continued)

Section 5.

No employee shall be required to use accumulated sick leave because of time lost due to recuperation from or treatment of a work-related injury or illness.

Section 6.

The previously accumulated sick leave of an employee who has separated from public service shall be credited to the employee's accumulated leave upon employment with the employer to a maximum of three hundred (300) hours provided that the employee has not received compensation for such unused sick leave at the time of separation from previous service, so long as such re-employment is within ten (10) years.

Section 7.

In the event an employee(s) is found to be medically unable to work for sixty (60) or more days, the Employer may require the employee to be examined by a licensed physician of the Employer's choosing to ascertain the validity of the diagnosis of employee's personal physician. Such examination will be paid for by the Employer. In the event the Employer's physician does not agree with the diagnosis of the employee's physician a third physician will be chosen by mutual agreement of the Union and the Employer. The findings of the third physician will become the final determination as to the employee's medical status. This examination shall be paid for by the Employer.

Section 8.

Upon retirement an employee shall be entitled to receive payment for his unused sick leave at the rate of twenty-five percent (25%) up to a maximum of sixty (60) days (for example an employee with two hundred forty (240) accumulated sick days would receive sixty (60) days pay).

ARTICLE 18 - EMPLOYEE ASSISTANCE PROGRAM

The Health Department will continue the current Employee Assistance Program.

## ARTICLE 19 - HEALTH BENEFITS

### Section 1.

The Employer shall provide medical coverage for full-time employees. Such coverage will be subject to a monthly premium co-share of ten percent (10%) of the premium (uncapped). The level of benefits shall remain comparable to those set forth in the current Summary Plan Description of the County Medical plan.

### Section 2.

For the term of the Agreement the Employer shall pay \$57.00 per full-time employee per month to the Ohio AFSCME Care Plan, for those employees who have completed thirty (30) days of employment. The Plan will provide dental II, prescription, life, hearing care coverage. Vision Plan number 1 for the employee and his dependents will be added at any time a change in medical carrier in Section 1 of this Article changes during this Agreement through the Ohio AFSCME Care Plan.

### Section 3.

The health insurance opt-out plan which existed prior to this Agreement shall continue with a fifty percent (50%) of the payment savings to the employee (calculated on the average cost each year of all insurance options under the plan including the co-pay factor); however, the parties agree that for the duration of this Agreement, the monthly opt-out payments shall be \$122.50 for employee only, \$206.78 for employee/children only, \$269.25 for employee/spouse only and \$378.15 for employee/spouse/children; proof of coverage and re-entry to the coverage are subject to the Plan's requirements.

### Section 4.

If an opt-out employee has a qualifying event and attempts to have coverage under the medical insurance plan and there is a delay in obtaining coverage, such as an exclusion for pre-existing conditions, the Board shall pay the COBRA cost for the employee to maintain their prior coverage. This will only be paid until the employee is eligible for the county medical insurance coverage and in no event in excess of twelve (12) months.

## ARTICLE 20 - WAGES

### Section 1.

Employees shall be paid in accordance with the wage schedule set forth below in Section 2 of this Article. The effective date of the first year wage schedule shall be June 1, 2012. New employees shall be paid at the entry rate when hired and shall progress to the next step upon their anniversary date completing one year of service. New employees based on experience may be placed no higher than the two (2) year wage step of the pay scale, but in no event may they be elevated above the lowest paid person in that classification. Current employees who are promoted to a higher classification within the bargaining unit shall progress from step to step based upon completion of a year in the classification (on the anniversary of their entry into the classification). Sanitariums-in-Training shall automatically be promoted to Sanitarian (at the corresponding years of service not to exceed the three year pay level) upon receiving the State Certification and license for the Sanitarian classification.

The employer shall continue to pay on behalf of each employee the employee's contribution (ten percent (10.0%) of the employee's annual wages) to the Ohio Public Employees Retirement System (O.P.E.R.S.).

No current employee shall be required to take a cut in their current hourly rate by reason of this pay scale. If an employee's current rate of pay exceeds the rate paid for the classification at the step on which the employee is placed by reason of length of service, such employee shall continue his or her current rate of pay.

Management retains the right to assign an employee as a "Lead" in their position. This assignment will be compensated with a \$1.00 per hour differential. Lead assignments will be made based upon skill, ability and seniority.

### Section 2.

Wage Schedules are on the following pages, and shall reflect the following negotiated increases:

June 1, 2012 - wage freeze at current rate

June 1, 2013 - wage freeze at current rate

The Secretary job classification has it's separate pay range #3 and the former pay ranges #3 - #6 are now #4 - 7.

The two (2) year wage freeze includes a "Me Too" wage equalization clause with all of the management and non-union employees of the Health District. This clause prohibits any increase in wage or benefit to anyone, and if given to anyone will be given to all. The exception to this clause are two individuals that are under a mandatory contract (Health Commissioner and Laboratory Services Director).

Effective - 6/01/12 - 05/31/14

(YEARS 1 and 2 OF CONTRACT)

GRADE	CLASSIFICATIONS	ENTRY	1YR	2YR	3YR	4YR	5YR	6YR
1.	- VAN DRIVER - ACTIVITIES COORDINATOR	11.00	11.33	11.68	12.03	12.41	12.79	13.17
2.	- CLERK - DATA ENTRY OPERATOR - ACCOUNT CLERK 1	12.25	12.59	12.98	13.37	13.77	14.19	14.60
3.	- SECRETARY	12.62	12.97	13.37	13.77	14.18	14.62	15.04
4.	- T.B. REGISTRAR - PUBLIC HEALTH MED.TECH. - ACCOUNT CLERK 2 - LABORATORY ASSISTANT - LICENSED PRACTICAL NURSE	14.84	15.25	15.72	16.16	16.65	17.14	17.65
5.	- SANITARIAN-IN-TRAINING	15.60	15.60	15.60	15.60	15.60	15.60	15.60
6.	- SANITARIAN - PLUMBING INSPECTOR - LAB TECHNICIAN - T.B. NURSE - ADULT DAY CARE NURSE - OUTREACH EDUCATOR - COMM. HEALTH ED. SPECIALIST - PEDIATRIC COORDINATOR - PUBLIC HEALTH NURSE	18.79	19.36	19.93	20.53	21.16	21.80	22.47
7.	- NURSE PRACTITIONER	20.20	20.81	21.44	22.12	22.76	23.42	24.13

ARTICLE 21 - CHANGE IN JOB CONTENT

If a substantial change is made in the job content of one of the job classifications covered by this Agreement, the following procedures shall apply: Should the Union contend that such change is substantial enough to affect the wage rate for that job, it shall inform the Employer in writing. The parties shall meet as soon as possible within fifteen (15) calendar days of such notification and discuss such contention. If the parties cannot agree as to whether a substantial change has occurred or as to the wage rate to be paid for the job as substantially changed, the matter may be referred to an impartial arbitrator for disposition. The arbitrator shall be selected in accordance with the grievance procedure of this Agreement. The arbitrator shall determine whether such a substantial change has occurred and/or the appropriate wage rate therefore. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees. Any new rate so established shall be retroactive to the date determined by the arbitrator but in no event shall the rate be retroactive earlier than the date the written notice was provided by the Union to the Employer.

ARTICLE 22 - LIABILITY INSURANCE

Section 1.

General liability insurance will be provided all employees in the amount of one million dollars (\$1,000,000.00) at no cost to the employee. Employees upon request will be provided with a copy of the proof of coverage.

Section 2.

The nurse practitioner shall continue to be covered by the current level of "Professional Liability" insurance at no cost to the employee.

## ARTICLE 23 - TRAVEL ALLOWANCE

### Section 1.

Employees shall be eligible for expense reimbursement only when travel has been authorized by the Health Commissioner, and only with appropriate receipts documenting claimed expenses.

The following items shall be reimbursable subject to compliance with procedures set forth herein:

A. Mileage: Employees required to use their privately owned vehicle shall be reimbursed at the rate established by the federal government for mileage allowance. Expenses shall be documented in a form prescribed by the Employer.

B. Lodging: Reimbursement for reasonable lodging rates at a hotel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.

C. Parking: Reimbursable if necessary to pay for parking.

D. Meals: Meals for one day travel are not reimbursable.

1. Meal reimbursement for approved overnight travel, with appropriate receipts documenting claimed expenses shall be reimbursed at the rates approved by the Ohio Department of Health. Meal reimbursement will not be authorized when meals are included in the costs of a seminar, conference or function.

2. If leaving before 5:00 p.m. for overnight stay, an employee is entitled to dinner that evening. If leaving after 5:00 p.m. for an overnight stay, an employee is not entitled to meal reimbursement for that evening. If leaving before 12:00 noon for overnight stay, an employee is entitled to lunch and dinner for that day. On the day following the overnight stay, breakfast is reimbursable. Lunch is reimbursable if returning after 12:00 noon. Dinner is reimbursable if returning after 6:00 p.m. or staying over.

ARTICLE 23 - TRAVEL ALLOWANCE (continued)

E. The following items will not be reimbursed:

1. Tips in excess of 15% of meal total
2. Alcoholic beverages
3. Entertainment
4. Laundry, dry cleaning and other personal services.
5. Room service charges.
6. Expenses of another non-employee person traveling with an employee.
7. Personal phone calls.
8. Any allowable expense where no receipt is provided by the employee unless reasonable cause is shown.
9. Cost of money orders or retrieval fee for cancelled checks.

F. Travel requests shall be submitted in writing to the employee's supervisor. Requests shall include the estimated mileage, registration, meals and lodging costs.

G. Employees attending seminars and conferences at the Employer's expense shall submit written trip reports to their supervisors within five (5) working days of return, on a form prescribed by the Employer.

Section 2.

Employees who have a continuing education requirement for this position shall be reimbursed for expenses for programs they choose to attend to meet their educational requirements. The reimbursement will be subject to the provisions of this Article and shall not exceed two hundred dollars (\$200.00) per year. Approval for any such programs will be based upon the operation needs of the Department and the employee must have not yet met their continuing educational requirement. The Employer shall continue to pay the annual certification for employees who are required to have a certification or Commercial Drivers License (CDL) for their position.

Section 3.

When a Sanitarian is hired who does not have their Registered Sanitarian License, the Board will pay for all expenses for the initial taking of the exam and lost time (normal days pay). The fees associated with the test shall count toward the employee's continuing education allowance.

ARTICLE 24 - PERSONNEL RECORDS

Section 1.

All employees shall have access to any and all of their personnel records or files of employment. Access shall be at the written request of the employee to the Health Commissioner. Any material in the employee's file which may adversely affect that employee's performance evaluation or job classification shall be made known to the employee involved; at which time the employee shall be given the opportunity to add to the file any written signed statement or rebuttal. Employees may review and copy their file during working hours on their own time i.e. lunch or breaks, by appointment with the Health Commissioner or the Commissioner's designee. Such requests shall not be unreasonably denied.

## ARTICLE 25 - JOB DESCRIPTIONS

### Section 1.

Each employee of the bargaining unit shall be provided with a copy of his/her most current job description within thirty (30) days of the signing of this Agreement. Prior to any promotion or reassignment, all employees affected shall be provided, by the Employer, with a current job description for the position to which the employee is assigned.

Any revisions or changes to existing job descriptions for positions in the bargaining unit will be shared with the Union at least ten (10) working days prior to any effective date. The Employer will meet and confer with the Union to discuss the changes and to receive any comments or suggestions from the Union on the changes, prior to implementation. Once finalized a copy will be given to the affected employee.

### Section 2

When a new job is created, the parties will meet to discuss if the position is a bargaining unit position. Any dispute on the issue will be sent to the State Employment Relations Board. If the job is added to the bargaining unit, the wage rate of the position will be discussed between the Union and the Employer. If the Union disagrees with the wage established by the Employer, it may file a grievance directly to the arbitration step over the disputed wage rate.

### Section 3.

Employee job performance review documents shall meet the standards required by regulatory bodies. All modifications in format and content will be provided to the Union.

The Employer agrees not to add any nebulous language regarding "promoting public health by modeling personal behaviors". Legally appropriate criteria will be used.

## ARTICLE 26 - LABOR MANAGEMENT MEETINGS

### Section 1.

In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. It is the intent of the parties to have equal representation on each side for the meetings. Additional employees and managers may be added based upon the issues in an agenda. The Health Commissioner shall attend at least one Labor Management meeting per year.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to be the parties.
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

### Section 2.

The party requesting a special meeting, other than the regular quarterly meeting outlined in Section 1, shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending.

### Section 3.

Local Union employee representatives attending Labor-Management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

### Section 4.

The Union President shall be provided copies of the agendas for and minutes from the Board of Health meetings.

ARTICLE 26 - LABOR MANAGEMENT MEETINGS (continued)

Section 5.

The Union shall be invited to attend a minimum of two (2) meetings per year of the monthly managers meetings. The Union will be added to the agenda for such meetings and attend that portion of the meeting relating to the Union portion of the agenda.

ARTICLE 27 - BEREAVEMENT LEAVE

All bargaining unit employees shall be entitled to bereavement leave in accordance with the following schedules, three (3) consecutive working days in the event of a death of the following relatives: Husband, wife, son, daughter, grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, and grandfather-in-law. This listing includes "Step Relatives." Grandparents, grandchildren, etc. include "greats".

For nieces, nephews, aunts, and uncles, a single day to attend the funeral or service may be taken as bereavement leave. This includes "steps" but does not include "greats".

Bereavement Leave shall be granted at the employee's regular rate of pay. Upon application for such leave the employee shall present to the employer a newspaper obituary or other such proof which identifies the applicable relative for which such leave is sought. If additional time off is required an employee may request to use up to five (5) days sick leave, vacation time or unpaid time. Part-time employees shall have their days pro-rated based upon their normal work week.

ARTICLE 28 - HEALTH AND SAFETY

Section 1.

The Employer shall make reasonable provisions for the safety, health and welfare of its employees. The Union agrees to work cooperatively in maintaining safety in the Health Department.

Section 2.

Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 3.

The Joint Health and Safety Committee shall continue to meet at least once per quarter, promptly upon request by either party unless it is reasonable to postpone such meeting. The Committee shall consist of two (2) members appointed by the Employer and two (2) bargaining unit members appointed by the Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

ARTICLE 29 - BARGAINING UNIT WORK

Section 1.

The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out so as to result in the displacement of any bargaining unit employees.

Section 2.

Management shall not routinely perform bargaining unit work on an ongoing basis. No AFSCME represented position shall be eliminated, have its hours reduced, or be otherwise reduced in pay as a result of any welfare to work initiatives.

Section 3.

The Employer agrees to meet and confer with the Union and the employees in the affected departments to receive input on how to staff a specific grant (i.e. with unit staff or contracted service) when new grants are received or existing grants are extended.

## ARTICLE 30 - TEMPORARY TRANSFERS

### Section 1.

Any employee within the bargaining unit, who is temporarily assigned to duties of a bargaining unit position with a higher pay range than is the employee's own, shall be paid the higher classification with their current years of service for all hours so assigned after the completion of four (4) hours in the assignment, and retroactive to the time the assignment began and for the duration of the assignment.

Should employees be required to perform the duties of a lower rated classification, they shall receive the regular rate of pay of their regular classification.

Temporary vacancies, within the bargaining unit, shall be filled on the basis of seniority, within the affected classification.

### Section 2.

Should the Employer determine to fill a supervisory position, on a temporary basis, with a bargaining unit member, the bargaining unit member, provided he is assigned for more than one work day, shall be compensated in the following manner: Paid in an hourly rate consistent with the minimum range for the management position involved but in no case less than two dollars (\$2.00) per hour over their current rate.

The duration of such temporary supervisory position will not exceed one hundred eighty (180) days in the case of a medical leave of absence creating the temporary management need or ninety (90) days otherwise. Any extension beyond these time frames shall require mutual agreement of the parties. In the event an employee is assigned this assignment against their wishes they will only be required to fill the assignment for a period of time not to exceed thirty (30) days.

ARTICLE 31 - BULLETIN BOARD

The Employer agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only, for business purposes, at each floor of the Main Office and for each separate division. The placement of the bulletin boards must be in an area which is easily accessible to the employees of the bargaining unit. No defamatory, obscene or politically partisan materials shall be placed on, or permitted to remain on such bulletin board(s).

## ARTICLE 32 - PERSONNEL POLICIES

### Section 1.

The Employer has the right to promulgate reasonable rules, regulations and procedures in the form of personnel policy.

### Section 2.

Every bargaining unit employee shall receive a copy of the "Manual of Personnel Policies for Bargaining Unit Employees." The Union shall be notified of any written changes in that manual at least ten (10) working days before they become effective, unless the change is required by law or regulation to be made immediately. The Union may request a special labor management meeting for the purpose of discussing any such changes with management.

### Section 3.

Any employee who feels they are being instructed to perform duties that are in direct conflict with license requirements or state, federal, or local health codes may document those concerns in writing to their respective supervisors and the Health Commissioner to document the matter.

ARTICLE 33 - INCLEMENT WEATHER

Section 1.

When the Agency is closed due to a weather emergency, employees scheduled to work the affected day shall receive their regular pay.

Section 2.

When it is demonstrated to the satisfaction of the Employer that inclement weather precludes an employee from getting to work, despite the fact the agency is not closed due to inclement weather, and the employee follows proper call off procedure, such employee will be permitted to take vacation or personal time for the absence, provided they have such time available.

Section 3.

Employees who are out in the field when the department closes due to inclement weather shall also be excused from work for the remainder of the day.

ARTICLE 34 - TERM OF AGREEMENT

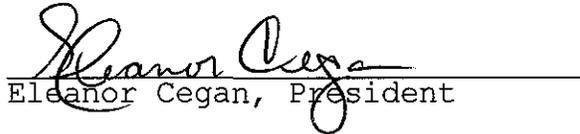
The Agreement shall be effective from 12:01 A.M. on June 1, 2012 until 11:59 P.M. on May 31, 2014.

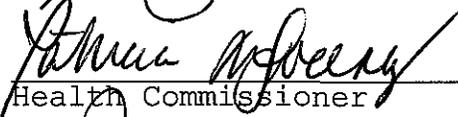
IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of July 2012.

FOR THE EMPLOYER:

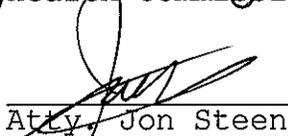
FOR THE UNION:

  
Board President

  
Eleanor Cegan, President

  
Health Commissioner

  
Denise Walters, Vice-President

  
Atty. Jon Steen

 §8-12  
Deborah Bindas, AFSCME Staff Rep.

  
Director of Finance/HR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF AGREEMENT  
AFSCME LOCAL 3759  
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The parties agree to the following regarding bargaining unit work:

- Managers will be re-educated on the contractual standards prohibiting managers from "routinely performing bargaining unit work on an ongoing basis".
- Part-time employees will be solicited to cover long term leaves of absence or, when reasonable, such positions should be temporarily filled.
- Staff will be solicited to inquire about their interest in being available for extra hours within their job classification.
- Managers will not schedule themselves into the bargaining unit schedule to cover openings. It is recognized that the lab has a unique requirement for the manager to do some bargaining unit work due to lab director regulations and thus the lab is recognized as different in this regard (to meet those requirements) as well as the situation of covering for vacation/leave time and urgent needs that occur in the lab.

FOR THE UNION

*Eleanor Cega*

*Debra Bendas 8-8-12*

FOR THE EMPLOYER

*[Signature]*  
*Edward J. Jank*

LETTER OF AGREEMENT  
AFSCME LOCAL 3759  
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The Union and Management will conduct joint presentations of the new Collective Bargaining Agreement to managers and employees.

The Union and Management will participate in an FMCS labor management training session during the next twelve months. This will be a one day training session conducted off site. (2006 mou)

FOR THE UNION

*Deanna Cez*

*Donald Bender 8-8-12*

FOR THE EMPLOYER

*J...*

*Edward J Jamb*

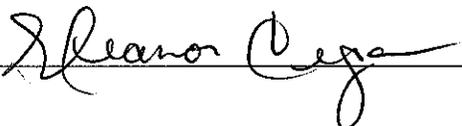
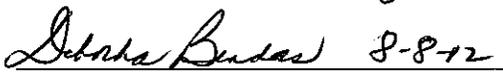
MEMO OF UNDESTANDING

P.E.O.P.L.E. Check-Off

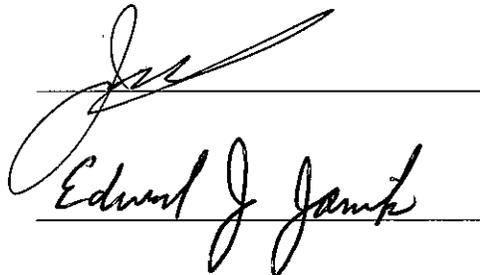
Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A) An employee shall have the right to revoke the authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and,
- B) The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit; and,
- C) The contribution amount shall be certified to the Employer by the Union. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D) Once an employee revokes authorization under this Article, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the effective date of the revocation; and,
- E) Indemnification The parties specifically agree that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the employer pursuant to this section .

FOR THE UNION

FOR THE EMPLOYER



LETTER OF AGREEMENT  
AFSCME LOCAL 3759  
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The parties agree to establish a Qstp team for the purpose of creating an internal training program for bargaining unit employees of the Health District. The Qstp team shall consist of bargaining unit staff (including a union officer) and managers from each department that will report back to the labor/management committee their recommendation. The Qstp team will meet no later than three (3) weeks after the agreement is ratified by the parties. The labor/management committee will review the training structure recommended and negotiate training compensation for affected employees.

FOR THE UNION

Mleanor Cize

Deborah Bendas 8-8-12

FOR THE EMPLOYER

Jr

Edward J. Jank

MEMO OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 3759, AFSCME OHIO COUNCIL 8, AFL-CIO  
AND  
MAHONING COUNTY HEALTH DISTRICT

REGARDING: GRANDFATHER OF RECALL RIGHTS FOR CURRENT LAID OFF  
BARGAINING UNIT MEMBERS

Bargaining unit members who are on layoff, displacement, or reduced hours due to a reduction in the workforce, prior to June 1, 2009 shall be grandfathered in at the eighteen (18) month recall right, giving the full 18 month recall status from the time of the reduction.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
*Edward J. Janick*

*Eleanor Clegg*  
\_\_\_\_\_  
*Deborah Budes, 88-12*

MEMO OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 3759, AFSCME OHIO COUNCIL 8, AFL-CIO  
AND  
MAHONING COUNTY HEALTH DISTRICT

In the event that the Mahoning County District Board of Health enters into a contract with the City of Youngstown for shared services, "effects bargaining" will be required.

FOR THE EMPLOYER

FOR THE UNION

Wendy Boyd  
Patricia Johnson

Deann Cope  
Georgia Linder 8-8-12