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# AGREEMENT

*Between*

**CUYAHOGA COUNTY  
DISTRICT BOARD OF HEALTH**

and the

**OHIO NURSES ASSOCIATION**

June 1, 2012

to

December 31, 2014

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## ARTICLE 1

### Recognition

**Section 1.** The Board of Health of Cuyahoga County shall be referred to herein as the "Board." The Ohio Nurses Association shall be referred to herein as the "ONA."

**Section 2.** The purpose of this Agreement shall be to give consideration to the concerns of the Board's non-supervisory full-time and part-time registered nurse employees by providing the means by which such nurses may participate in personnel policies affecting their employment; to maintain good employer-employee relationships; to maintain fair procedures for the resolution of differences which may arise; to provide for salary schedules, hours of work and other conditions of employment for the nurses covered by this Agreement, but subject to the laws of the State of Ohio and the administrative rules and regulations of the State of Ohio and the Board applicable to such employees; to mutually and cooperatively seek ways to render more effective public service; and to maintain harmonious relationships.

**Section 3.** The ONA is hereby recognized by the Board as the exclusive representative and collective bargaining agent for the non-supervisory full-time and part-time registered nurse employees of the Board, but not including registered nurses hired under Article 8 Section 1. Membership in the ONA is not a condition of employment. There shall be no discrimination against any nurse for joining or refusing to join the ONA, except as expressly provided for in Article 7, ONA Membership, Section 1.

**Section 4.** Each person employed by the Board to practice nursing must be registered or licensed to practice in the State of Ohio. Nurses shall have no disciplinary action of suspension or revocation taken against their license.

**Section 5.** No amendment, qualification, change, interpretation, or alteration of this agreement shall be binding or effective on any party unless it is in writing, dated, and signed by the official representatives of the parties to this agreement. The provisions of this agreement shall be applied in conformity with federal and state laws, but the voidance of any clause of this agreement because of its illegality shall not affect the balance of this agreement which shall remain in full force and effect.

## ARTICLE 2

### Management Rights

**Section 1.** The employer shall have the exclusive right to manage the operation, control the premises, direct the working force, promulgate reasonable work rules and regulations and maintain the efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not

limited to, the following;

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- (2) Direct, supervise, evaluate, and/or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, and/or discharge for just cause or layoff, assign, schedule, promote or retain employees;
- (6) Determine the overall mission of the employer as a unit of government;
- (7) Effectively manage the work force;
- (8) Take actions to carry out the mission of the public employer as a governmental unit;
- (9) Determine the adequacy of the workforce.
- (10) To reasonably determine and implement necessary actions in emergency situations.

**Section 2.** The ONA recognizes that the Board may promulgate reasonable policies, procedures and work rules. Prior to implementing any new policies, procedures and work rules, the Board will reduce the same to writing and provide a copy to the ONA and the local unit chairperson at least ten (10) working days prior to the implementation, except in the event of emergency.

Policies, procedures and work rules that are general in nature will be provided as a hard copy to ONA and to the local unit chairperson. Program specific and nursing practice/procedure related policies will be provided as a hard copy to the local unit chairperson only.

All policies, procedures and work rules will be clearly designated with the effective date, as well as the dates of any revisions/changes.

## ARTICLE 3

### Professional Practice

**Section 1.** Both parties agree that they share the responsibility to provide nursing care to the citizens who use the services of the Board which is consistent with the needs and goals of clients and the Health Department and with the responsibilities of the registered nurse as a professional practitioner. To this end, the nurses agree to abide by the ANA Code for Nurses as enumerated in Appendix A and the Board agrees to recognize the duty of such nurses to abide thereby.

## ARTICLE 4

### Professional Development

**Section 1.** Four (4) professional leave days per year will be granted to full-time nurses and three (3) professional leave days per year will be granted to part-time nurses desiring to attend a professional meeting or educational workshop. One (1) professional day per year can be carried over to the next contract year, but no more than five (5) professional days can be used in any year.

Requests shall be submitted in writing to the appropriate supervisor no later than fourteen (14) calendar days prior to the scheduled date of the Board meeting. On a case by case basis, the Board shall have the discretion to approve requests that are submitted within fourteen (14) calendar days prior to the scheduled date of the event. Requests shall include the program title and description, cost, location and plan for work coverage. Approval shall be at the discretion of the appropriate supervisor or the division director. The factors to be considered in determining whether to approve a particular request will include; application of the program to the nurse's present assignment; availability of other similar programs; cost of the program; prior requests by the particular nurse; and availability of funds. An expense reimbursement of up to seven hundred and fifty dollars (\$750.00) per contract year will be paid by the Board to each nurse for costs incurred in attending continuing education classes. This reimbursement may be used for any accredited continuing education course regardless of format (for example online or correspondence courses.)

The annual seven hundred and fifty dollars (\$750.00) may also be used by nurses for college courses being taken to obtain a BSN or an MSN, a degree in public health, course work related to public health or community health and/or appropriate certification. This paragraph only applies to nurses that cannot participate in the ONA tuition assistance program by reason of seniority.

Nurses may participate in the ONA Nursing Tuition Assistance Program subject to the following terms and conditions:

Each calendar year, twelve thousand dollars (\$12,000.00) will be available for the ONA bargaining unit to be used for college courses being taken at an accredited

university to obtain a BSN or an MSN, a degree in public health, course work related to public health or community health and/or appropriate certification. From these pooled funds, no nurse shall receive more than four thousand dollars (\$4,000.00) per calendar year for Graduate program and/or courses; two thousand six hundred and seventy-five dollars (\$2,675.00) per calendar year for Bachelor's program and/or courses; or one thousand three hundred and fifty three dollars (\$1,353.00) per calendar year for certification programs in any calendar year. After the end of the calendar year, all nurses seeking reimbursement must submit to the Board a written request for which reimbursement is sought and supporting documentation demonstrating that the course was satisfactorily completed with a passing grade. If the amount of the reimbursement exceeds the pooled twelve thousand dollar (\$12,000.00) limit, the Board will pay reimbursement to nurses in order of seniority up to their individual limits set forth above until the pooled twelve thousand dollar (\$12,000.00) amount is exhausted.

Nurses shall maintain current employment throughout the time period they are attending courses for which funds are requested.

Any nurse receiving tuition reimbursement is required to continue in the Board's employment for nine (9) months after the completion of the course work covered by the tuition reimbursement payment.

If the nurse chooses to leave the Board's employment prior to such time period, the nurse shall repay the Board monies received as tuition reimbursement for the course work in question.

Should the nurse not complete nine (9) months of employment with the Board after completing the course work the cost will be deducted from the nurse's final pay check on a pro rated basis.

**Section 2.** Nurses may be requested to attend programs by the Board. The cost for these programs shall be totally reimbursed and, if applicable, registration, mileage, lodging and per diem will be paid as set forth in the Agency Travel Policy. Further, any days spent in attending a required program, shall not be counted as professional leave days.

**Section 3.** Any nurse intending to secure a nursing or related degree may attend, during normal work hours, one (1) academic course per quarter or semester, without pay, providing satisfactory arrangements can be made for coverage of the essential services without expense to the Board.

**Section 4.** An educational leave of absence without pay or benefits may be granted to an employee nurse of the Board of Health for a period of up to one (1) year upon the approval of the Health Commissioner. During this leave of absence, seniority shall remain frozen. The employee, if possible, shall have the right to purchase health insurance at the group rate. Nurses who have been granted an educational leave shall have the position held open for the nurse for no less than

twelve (12) weeks. For leaves beyond twelve (12) weeks, where the nurse's position has been filled, the nurse will be given a similar or equal position at the same pay rate and status upon return.

## **ARTICLE 5**

### **Nursing Practice and Communication Committee**

**Section 1.** The Nursing Practice and Communication Committee shall continue during the term of the contract. Participants shall consist of the Director of Nursing, three (3) other nursing management representatives, one (1) local unit officer and three (3) bargaining unit members. The Director of Nursing shall select the management representatives and ONA shall select the bargaining unit members.

**Section 2.** The purpose of the Committee is to provide a method of communication between the nurses and nursing supervision, and for recommendations to the Health Commissioner, regarding matters of mutual concern and interest with respect to nursing practice, patient care, safety and professional development.

**Section 3.** The Nursing Practice and Communication Committee shall meet four (4) times a calendar year preferably in February, May, September and November, unless waived by a majority of the members of the committee. Additional meetings may be held by the agreement of the majority of the committee. Each party shall designate one of their members to act as a co-chairperson for the calendar year. The co-chairs shall designate a member to act as secretary of the committee. Parties shall meet at a mutually agreed upon time for all committee meetings. The secretary of the committee shall prepare and provide a copy of the minutes of the meeting to all committee members. Staff nurses who serve on the committee will be reimbursed at their appropriate hourly rates for those hours spent at committee meetings, but there shall be no overtime or comp time earned for such service. Agenda of matters proposed for discussion shall be exchanged and agreed upon by the co-chairpersons, and the committee secretary shall disseminate an agenda to committee members at least five (5) working days before a meeting.

**Section 4.** The Nursing Practice and Communication Committee shall not be empowered to effect the change of any of the terms of this Agreement or any other matter affecting the employment relationship between the Board and any nurse.

**Section 5.** By mutual agreement, either party may invite the voluntary presence of any person possessing specific expertise not available on the committee who can assist in the presentation of views related to a matter under discussion.

**Section 6.** Majority recommendations of the committee together with dissenting views, if any, shall be submitted in writing to the Health Commissioner for review and due consideration.

## ARTICLE 6

### **Probationary and Orientation Periods**

**Section 1.** Newly employed nurses shall be considered to be on probation for a period of one hundred and eighty (180) calendar days, starting from their date of employment. Probationary nurses will be evaluated on their performance between sixty (60) and ninety (90) days and between one hundred and fifty (150) and one hundred and eighty (180) days. The probationary period may be extended up to thirty (30) days by mutual agreement of ONA and the Board. While on probationary extension, the nurse will be evaluated after fourteen (14) days and at the end of the probationary extension. In the event that the probationary period is extended up to thirty (30) days, the Board will provide a copy of the nurse's written evaluation of the nurse's performance at the end of the period and specifically discuss the reasons for extension with the nurse. In the event the nurse does not satisfactorily complete the probationary extension, the nurse will be terminated.

**Section 2.** During the probationary period, a nurse shall have no seniority rights and shall not be allowed to bid on vacant positions or bump in the event of a layoff, but at the end of the period, seniority shall be computed from the date of employment. Any discipline or dismissal during the probationary period shall not be subject to any portion of the grievance procedure herein.

**Section 3.** During the probationary period, a nurse is granted all rights conferred by this Agreement, except for those contained in Article 18, Discipline. A nurse shall become eligible for benefits on the following schedule:

Hospitalization	<b>(Set by insurance companies)</b>	After 30 days
Dental	<b>(Set by insurance companies)</b>	After 30 days
Life Insurance	<b>(Set by insurance companies)</b>	After 30 days
Sick Days		Begin to accrue on first day of employment
Vacation Days		Begin to accrue on first day of employment
Personal days		Full-time after four months and part-time after six months

**Section 4.** The Board agrees to provide orientation to all newly hired nurses. Newly hired nurses will be oriented to the program to which the nurse is assigned and other nursing programs operated by the Board. This initial orientation will be completed during the nurse's probationary period for newly hired nurses during

their one hundred and eighty (180) day probationary period. The orienting nurse will be assigned a mentor/preceptor, and the orientation will be overseen by the supervisor responsible for the clinical practice area. Weekly reviews with the mentor/preceptor and orienting nurse may be conducted to determine goals and objectives, progress and competencies obtained, and the need for additional learning experiences.

## ARTICLE 7

### ONA Membership

**Section 1.** All nurses presently employed who belong to the Ohio Nurses Association, or who shall become members of ONA after the date this Agreement is properly signed and ratified, shall as a condition of employment, maintain their membership in good standing with that organization and shall remain members of ONA for the duration of the Agreement or pay fair share during the life of the Agreement.

**Section 2.** Effective upon ratification of this Agreement, nurses who, for philosophical reasons, do not desire to become members of the Ohio Nurses Association shall pay a fair share fee to ONA as a condition of employment.

All nurses hired after contract ratification who do not become members in good standing of ONA shall pay a fair share fee to ONA effective sixty (60) days from date of hire as a condition of employment.

The fair share fee amount shall be certified in writing to the Board by the Ohio Nurses Association.

The deduction of the fair share fee from any earnings of the nurse shall be automatic and does not require a written authorization for payroll deduction. Payment to ONA of fair share fees shall be made in accordance with regular dues deductions as provided herein.

Those nurses who have religious objections to union membership or to paying a fee as described above and who meet certain criteria may pay an equivalent sum instead to an agreed upon nonreligious charitable fund.

**Section 3.** ONA shall notify the Board in writing of any nurse who has failed to pay her membership dues or fair share fees in accordance with this Agreement and shall demand that the nurse pay membership dues or fair share fee within ten (10) days of the notification.

**Section 4.** The local unit chair or designee will provide each orientee with ONA local unit orientation. The one-half hour orientation will be given during paid work time and will be scheduled by the local unit chair or designee in collaboration with the orientee's supervisor.

## ARTICLE 8

### Substitute Nurses

**Section 1.** The Board may hire substitute nurses when a regular staff member is ill or required to be off duty and there is not sufficient staff to cover the duties. A substitute nurse is a nurse filling a job for which there is a recognized incumbent on leave and/or who works in a single position not more than sixty (60) days per calendar year, provided that a substitute nurse may work more than sixty (60) days per calendar year without being considered subject to this Agreement if that substitute nurse is filling in for a bargaining unit nurse who is on a leave of absence which extends beyond sixty (60) calendar days or by mutual agreement of the parties.

**Section 2.** The Board may also hire temporary nurses in the event of a large demand due to an emergency such as a mass inoculation or a natural catastrophe. A temporary nurse is a nurse from an outside agency which is subcontracted by the Board to supplement but not to replace nurses employed by the Board. A temporary nurse will not be used longer than sixty (60) days in a calendar year, absent mutual agreement between the parties.

**Section 3.** Substitute and temporary nurses can only supplement and will not displace any bargaining unit nurse and will not receive any benefits. A substitute or temporary nurse will not be used to avoid filling any vacancies.

**Section 4.** Prior to utilizing substitute or temporary nurses, the Board will first offer such additional available hours to part-time nurses. Prior approval of the service area director is required to be paid overtime pursuant to Article 30 or this Agreement.

## ARTICLE 9

### Dues Deduction

**Section 1.** The Board will deduct ONA dues on a bi-weekly basis in the sum authorized by the nurse upon receipt of such authorization in writing. Any nurse who is a member of the ONA shall have the right at any time to revoke her membership by giving written notice to the Board and ONA ten (10) days prior to the effective date upon which the deduction would otherwise be made. The form of authorization furnished to the Board by the nurse who is a member of the ONA shall clearly state on its face the right of the nurse to revoke the same at any time.

**Section 2.** In the event the earnings of any nurse subject to Section 1 above is less than the amount authorized to be deducted, the Board shall not be obligated to make the deduction for such period in succeeding months, it being understood that ONA will arrange collection of dues for any such month or months directly with the nurse.

**Section 3.** The Board's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any nurse who made such authorization or upon the transfer of any nurse to a position not covered by this Agreement, provided that the Board will continue deduction of dues if the nurse requests as long as the County Fiscal Officer permits.

**Section 4.** ONA agrees to indemnify and save the Board harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon the Board by reason of any action taken by the Board under this Article at the request or direction of a representative of ONA or taken by the Board for the purpose of complying with any provision of this Article.

**Section 5.** The Board shall provide the local unit chairperson of ONA, and the ONA staff person, information on new hires, promotions, leaves of absence, terminations, and resignations affecting members of the bargaining unit on a monthly basis providing full name, address, home phone number, date of action and rate of pay.

**Section 6.** Within twenty (20) days of the effective date of this Agreement, and in January, April, July and October of each year, the Board will furnish ONA and the chairperson of the local unit with a complete list of all nurses covered by this Agreement, showing rate of pay, date of hire, home phone number and addresses.

**Section 7.** Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues deduction or as soon as practicable. The Board will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have been deducted.

## **ARTICLE 10**

### **ONA Activities**

**Section 1.** No nurse shall engage in any ONA activity during working hours, other than processing grievances under the Grievance Procedure in Article 16, and contract negotiations.

**Section 2.** The Chairperson, two (2) additional members of the ONA local unit and an ONA staff person shall have the right to be present at negotiation proceedings for purposes of collective bargaining between the Board and ONA. The Board will have one (1) Chairperson and three (3) supervisory members present at the negotiation proceedings for the purposes of collective bargaining between the Board and the ONA.

**Section 3.** The ONA local unit negotiation team members will be relieved from their nursing duties to participate in negotiations and they shall receive their

regular rate of pay for all regularly scheduled work hours attending negotiations, but no overtime shall be paid or comp time earned for such services. Additional time off for negotiation preparation meetings shall be considered prior to the commencement of negotiations and take into consideration the organizational and scheduling needs of the Division.

**Section 4.** The grievant(s) and the local unit chairperson or her designee will be paid for time spent in meeting with management with respect to a pending grievance or in an arbitration hearing, if such time is spent during the scheduled working hours, but no overtime shall be paid or comp time earned for such services.

The local unit chairperson, or designee, shall be permitted reasonable time to investigate and process grievances. When carrying out these activities during working hours, the local chairperson, or designee, shall first obtain supervisory permission; such permission shall not be unreasonably withheld.

## **ARTICLE 11**

### **Printing**

**Section 1.** The ONA and the Board will share equally in the cost of printing this collective bargaining Agreement.

## **ARTICLE 12**

### **No Strikes**

**Section 1.** During the term of this agreement, ONA and the members of the bargaining unit shall not engage in any strike (including any work stoppage, slow down, picketing, sickout, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line which violates Ohio Revised Code Chapter 4117 or this section or any other form of restriction of production or interference with operations). ONA further agrees to strictly observe the requirement of Ohio Revised Code Chapter 4117 and the rules of SERB relating to strikes.

**Section 2.** In the event a strike occurs, ONA shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. ONA shall promptly instruct all bargaining unit employees to immediately cease and desist in any activities in violation of Section 1.

## ARTICLE 13

### Seniority

**Section 1.** Seniority is the right of a nurse to continue in the employment of the Board and to exercise job rights under the terms and condition of this Agreement.

Seniority for the registered nurses will be figured by the Civil Service formula, yielding the retention points. Retention points will appear on the seniority list along with the date of hire for each registered nurse.

**Section 2.** Any of the following shall cause a nurse's seniority to be broken and terminated:

- (A) Voluntary resignation;
- (B) Dismissal for just cause;
- (C) Failure to return from layoff after being recalled; and
- (D) Remaining on layoff continuously for two (2) years.

**Section 3.** The Board shall prepare and send via U.S. mail or e-mail to each nurse by January 15th of each calendar year, a seniority list. A nurse who has not made written objection to the list within two (2) calendar weeks of its being made available will not be permitted to do so thereafter. The local unit chairperson shall receive this list in writing by January 15<sup>th</sup> of each calendar year.

Seniority and years of service shall be computed according to the provisions of this Agreement, in compliance with the Statutes of Ohio and the procedures and rules of the Ohio Department of Administrative Services.

## ARTICLE 14

### Reduction in Force (Layoff)

**Section 1.** ONA recognizes the Board's exclusive jurisdiction to hire, discipline or discharge for just cause, layoff and promote as specified in Article 2, Management Rights.

Layoff procedure will not consider whether a registered nurse is part time, full time, or nurse classification as a factor of layoff.

**Section 2.** A reduction in force is defined as the elimination of position(s), closure of service area(s), decrease in hours, layoff of excess staff resulting from consolidation(s), combination(s) or merger(s) of service areas or positions. If a reduction in the nursing force becomes necessary, the seniority of all nurses covered by this Agreement, based on the seniority/retention points list, shall be utilized in the layoff procedure.

When the Board determines it is necessary to engage in a defined reduction in force, the Board will determine the number of positions to be reduced and which nurses will be affected based on bargaining unit seniority.

**Section 3.** If a reduction in the nursing staff becomes necessary, the layoff procedure will be as follows:

- (1) The Board will terminate the use of temporary and substitute nurses;
- (2) The Board will seek volunteers for layoff in the bargaining unit;
- (3) If there are no volunteers, layoffs will occur in inverse order of seniority.

Recalls from layoffs will be in order of seniority.

**Section 4.** A nurse whose work assignment changes as a result of a layoff will be given a one hundred and twenty (120) day orientation period. The orientation period shall allow the reassigned nurse an opportunity to learn the policies, procedures and skills unique to the new assignment. During the orientation period, the nurse will receive periodic feedback from the supervisor.

**Section 5.** If the Board must reduce the hours of work associated with a bargaining unit position (Full-time to part-time, part-time to lesser hour part-time), layoff shall be done on the basis of retention points (as defined in Article 13, Seniority). In the event the nurse with the lowest retention points whose hours are reduced chooses not to take a reduction in hours, the nurse shall notify the Director of Nursing or Service Area Director in writing, within three (3) days after receiving notice of reduction that the nurse wishes to take layoff rather than a reduction in the nurse's hours (Full-time to part-time, part-time to lesser hour part-time).

Nurses reinstated after layoff shall receive credit for service prior to layoff. Seniority will be broken when a nurse resigns or is terminated for cause, fails to return from layoff after being recalled or remains on layoff continuously for two (2) years.

## **ARTICLE 15**

### **Vacancy**

**Section 1.** Vacancy is defined as openings in jobs (full or part-time) that are or may be the result of resignation, retirement, layoff, discharge, additional or new program funding and/or new or expanded contracts. When a vacancy occurs in a full-time or part-time position, it will be posted at the Board's main office for a period of two weeks and mailed to each nurse. Nurses will have two (2) weeks from notification to advise the Director of Nursing or Service Area Director of their interest in being considered for the position, during which time the position will not be filled. At the end of the notification procedure, the Board will award

the position to the senior applicant who, in the Board's judgment, possesses the qualifications set forth by the Board in the job posting and demonstrated in the job interview. A nurse shall not be entitled to place another bid until six (6) months has elapsed from the date of the Board's approval of the position.

**Section 2.** The Board agrees to provide orientation to all nurses that transfer to new positions. Orientation for transferring nurses will be based upon the competencies needed for each practice area. This initial orientation will be completed within one hundred twenty (120) days of transfer for transferring nurses. The orienting nurse will be assigned a mentor/preceptor, and the orientation will be overseen by the supervisor responsible for the clinical practice area. Weekly reviews with the mentor/preceptor and orienting nurse may be conducted to determine goals and objectives, progress and competencies obtained, and the need for additional learning experiences. A transferring nurse will be evaluated at the conclusion of the one hundred twenty (120) day orientation period, and will not be subject to a probationary period.

## ARTICLE 16

### **Grievance Procedure**

**Section 1.** A grievance is defined for the purposes of this provision as a dispute or difference between the Board and ONA, or between the Board and a nurse covered by this Agreement concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or concerning any disciplinary action, but only to the extent permitted hereinafter.

**Section 2.** When any such grievance arises, the following procedure shall be observed:

**Step 1.** Any nurse or nurses may state their grievances to their immediate supervisor, or other designated management representative, either alone or accompanied by a representative of the ONA local unit, if the nurse so wishes. Any such grievance shall be presented in writing within ten (10) working days after the nurse had knowledge of the event upon which the grievance is based and shall contain (1) a statement of the grievance, (2) the section(s) of this Agreement alleged to be violated, if any, and (3) the remedy or relief sought by the nurse on the grievance form attached hereto. The ten (10) working days aforementioned do not accrue during an approved leave and/or while using any accrued time. The immediate supervisor shall give the nurse a written answer to the grievance within ten (10) working days.

**Step 2.** If the grievance is not satisfactorily resolved in Step 1, the nurse or nurses may submit their grievance in writing to the Director of Nursing/Service Area Director, or designee, within ten (10) working days after receipt of the Step 1 answer. The nurse or nurses may at this step and

thereafter be represented by a staff person of the Ohio Nurses Association. The nurse(s) and/or ONA may request to meet with the Director of Nursing/Service Area Director, or designee, within ten (10) working days after the appeal has been filed. The Director of Nursing/Service Area Director, or designee, shall give the nurse and ONA a written answer to the grievance within ten (10) working days of receipt of the grievance or date of the meeting, whichever is later.

Step 3. In the event a settlement is not reached with the Director of Nursing/Service Area Director, or designee, within ten (10) working days in the form of a written answer after the grievance or meeting is submitted, the grievance may then be submitted to the Health Commissioner, or designee, within ten (10) working days after the receipt of the Director of Nursing/Service Area Director, or designee's, written answer. The nurse and/or ONA may request to meet with the Health Commissioner, or designee, within ten (10) working days after the appeal has been filed. The Health Commissioner, or designee, shall give the nurse and ONA a written answer to the grievance within ten (10) working days.

Step 4. In the event agreement has not been reached with the Health Commissioner in ten (10) working days, or in the event a decision has been issued directly by the Board to a nurse, the grievance may be submitted to an arbitrator for final and binding determination filed upon the request of the Ohio Nurses Association or the Board, within twenty (20) working days after the receipt of the Health Commissioner's written answer or decision of the Board. The parties shall utilize the Federal Mediation and Conciliation Service for the selection of the arbitrator and for the controlling rules with respect to the arbitration. A request for an arbitration panel must be submitted to FMCS within thirty (30) calendar days of the date of the demand for arbitration, unless both parties mutually agree to an extension. An arbitrator shall be selected from a list of seven (7). The parties shall alternatively strike the names of the arbitrators until only one name remains. Either party may reject an entire list of proposed arbitrators on one (1) occasion only, in which case a second list shall be requested from FMCS and both parties shall be required to strike names alternately from the list until an arbitrator is selected. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of the testimony and argument or submission of final briefs. The arbitrator shall not have the power to add, subtract, modify or supplement any of the terms of the collective bargaining agreement. The decision of the arbitrator shall be final and binding on the Board, ONA and the nurse in matters pertaining to the particular grievance, subject to judicial review of the arbitration decision pursuant to Chapter 2711 of the Ohio Revised Code.

**Section 3.** The cost of the arbitrator shall be borne equally by the parties.

**Section 4.** The cost of any transcript of the proceedings, if one is taken, shall be shared if both parties take a copy or paid for by the party requesting it if the other side does not want it.

**Section 5.** The parties shall exchange the names of witnesses and provide each other full discovery upon timely request prior to any scheduled arbitration hearing.

**Section 6.** All time limits in this Article may be extended by agreement of the parties. Working days do not include Saturday, Sunday or contractual Holidays.

**Section 7.** A grievance which affects or is brought forth by two or more nurses or ONA may initially be presented at Step 2 of the procedure described in Section 2 of this Article. Any grievance regarding the discharge or suspension of a nurse may be initiated at Step 2 of the procedure described in Section 2 of this Article.

## **ARTICLE 17**

### **Termination of Employment and Reduction in Hours**

**Section 1.** Except for good cause shown, each nurse who intends to terminate the nurse's employment shall give written notice thereof to the Health Commissioner not less than thirty (30) days prior to the termination date. In no event shall such notice be given less than fourteen (14) days prior to such termination.

**Section 2.** Except for good cause shown, the Board shall give written notice to any nurse not less than thirty (30) days prior to permanently reducing the nurse's hours. In no event shall such notice be given less than fourteen (14) days prior to such reduction.

**Section 3.** Disputes concerning good cause may be referred to arbitration by either party as provided in Article 16, Grievance Procedure.

## **ARTICLE 18**

### **Discipline**

**Section 1.** The Board shall have the right to discipline or discharge any nurse for just cause.

**Section 2.** A nurse shall have the right, when anticipating discipline, at her request, to the presence of a local unit representative at any meeting to which she is called at the Board's request, provided that a local unit representative is available at the time that the meeting is held. If no local unit representative is available, the nurse may request the presence of another bargaining unit member,

or to have the meeting rescheduled to a time when a local unit representative would be available.

**Section 3.** A nurse who is disciplined shall be given a copy of the disciplinary action notice at the time such action is taken against the nurse, and shall be required to sign the notice acknowledging receipt thereof. In all cases of discipline, a copy of the disciplinary action notice shall be mailed via US mail to ONA and the local unit chairperson within two (2) working days after the action is taken.

**Section 4.** The Board recognizes the right of a nurse to appeal disciplinary action taken against the nurse through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule relied upon in taking the action.

**Section 5.** The local unit chairperson shall designate in writing to the Director of Nursing those bargaining unit members authorized to act as local unit representatives in connection with the processing of grievances. The Director of Nursing shall be advised promptly in writing of all changes.

**Section 6.** In the case of a discharge or suspension, the Board will recognize a grievance timely initiated by ONA where the nurse affected was unable to file a grievance within the time limit provided herein because of circumstances beyond the nurse's control.

**Section 7.** Disciplinary actions twenty-four (24) months or older shall not be applied toward future disciplinary actions. Disciplines shall be removed from the nurse's record twenty-four (24) months after the incidence that was the subject of the disciplinary action.

## **ARTICLE 19**

### **Driving Records**

**Section 1.** Nurses who are required to drive vehicles in performing their duties for the Board shall maintain a valid driver's license and maintain insurance at levels prescribed in the Ohio Revised Code. Nurses who have had their license suspended, revoked or become uninsurable shall be subject to re-assignment, unpaid leave of absence not to exceed ten (10) working days, reduction in hours or other appropriate action, including removal. It is the nurse's sole responsibility to inform the director if the nurse's license is suspended or revoked or the nurse is uninsurable.

**Section 2.** A nurse must annually provide the office manager with a copy of the nurse's valid Ohio driver's license and a copy of the declaration page of the nurse's current automobile insurance policy. The nurse may present a copy of the declaration page of the nurse's current automobile insurance policy with the

premium information re-dacted or provide a letter from the insurance company that sets forth the level of coverage maintained or an insurance card that sets forth the level of coverage maintained.

## **ARTICLE 20**

### **Part-Time Nurses**

**Section 1.** Nurses regularly employed for less than full time shall receive sick leave, hospitalization, dental and vacation benefits based on the proportion of the normal work year worked by them as per other Articles and Sections of this Agreement. They shall be entitled to the legal holidays specified in Article 24, Section 4, Holidays. Seniority for part-time nurses will be calculated on a pro rata basis, per Article 13, Seniority.

**Section 2.** A part-time nurse who has approved overtime shall be compensated with pay or compensatory time as per Article 30, Section 1, Compensatory Time.

**Section 3.** Prior to utilizing substitute and temporary nurses for clinic work, the Board will first offer such additional available hours to part-time nurses so long as overtime is not used. Qualified part-time nurses will be offered additional hours by rotational order of seniority.

## **ARTICLE 21**

### **Wages**

**Section 1.** Effective June 1, 2012, the hourly salary schedule shall be as follows: Me Too Clause: In exchange for no wage increase from June 1, 2012 through December 31, 2013, the Board and ONA agree that any increase which is provided to non-bargaining unit employees of the Board will also be provided to bargaining unit members. Across the Board wage increases effective June 1, 2014 will be one percent (1.00%).

**WAGE SCALE (1950 Basis)**

	<b>ADDITIONAL HOURS NEEDED TO PROGRESS TO NEXT STEP</b>	Effective Dates		
		6/1/2012	1/1/2014	6/1/2014
		Current Rates Frozen	1% increase between steps	1% COLA increase across the board
<b>PHN 1</b>				
Start	975 Hours	21.53	21.53	21.75
Step 1	1950 Hours	21.96	21.75	21.97
Step 2	1950 Hours	22.41	21.97	22.19
Step 3	1950 Hours	22.86	22.19	22.41
Step 4	1950 Hours	23.31	22.41	22.63
<b>PHN 2</b>				
Start	975 Hours	22.86	22.86	23.09
Step 1	1950 Hours	23.31	23.09	23.32
Step 2	1950 Hours	23.78	23.32	23.55
Step 3	1950 Hours	24.25	23.55	23.79
Step 4	1950 Hours	24.74	23.79	24.03
Step 5	1950 Hours	25.23	24.03	24.27
Step 6	1950 Hours	25.73	24.27	24.51
Step X	1950 Hours	+0%	+1%	
<b>PHN 3</b>				
Start	975 Hours	24.25	24.25	24.49
Step 1	1950 Hours	24.74	24.49	24.73
Step 2	1950 Hours	25.23	24.73	24.98
Step 3	1950 Hours	25.73	24.98	25.23
Step 4	1950 Hours	26.25	25.23	25.48
Step 5	1950 Hours	26.78	25.48	25.73
Step 6	1950 Hours	27.31	25.73	25.99
Step X	1950 Hours	+0%	+1%	

Effective June 1, 2012 through December 31, 2013, step movement will be frozen for all full-time nurses. Employer shall calculate and record all accrued time for step movement for all ONA nurses as of June 1, 2012, which shall be and remain frozen until January 1, 2014, at which time Employer shall resume calculating accrued time for all ONA nurses. On and after January 1, 2014, all full-time nurses (7.5 hour/12 month), (7.5 hour/10 month and 6 hour/10 month) will receive step increases upon the accrual of 1950 hours.

**WAGE SCALE (1560 BASIS)**

	<b>ADDITIONAL HOURS NEEDED TO PROGRESS TO NEXT STEP</b>	Effective Dates		
		6/1/2012	1/1/2014	6/1/2014
		Current Rates Frozen	1% increase between steps	1% COLA increase across the board
<b>PHN 1</b>				
Start	780 Hours	21.53	21.53	21.75
Step 1	1560 Hours	21.96	21.75	21.97
Step 2	1560 Hours	22.41	21.97	22.19
Step 3	1560 Hours	22.86	22.19	22.41
Step 4	1560 Hours	23.31	22.41	22.63
<b>PHN 2</b>				
Start	780 Hours	22.86	22.86	23.09
Step 1	1560 Hours	23.31	23.09	23.32
Step 2	1560 Hours	23.78	23.32	23.55
Step 3	1560 Hours	24.25	23.55	23.79
Step 4	1560 Hours	24.74	23.79	24.03
Step 5	1560 Hours	25.23	24.03	24.27
Step 6	1560 Hours	25.73	24.27	24.51
Step X	1560 Hours	+0%	+1%	
<b>PHN 3</b>				
Start	780 Hours	24.25	24.25	24.49
Step 1	1560 Hours	24.74	24.49	24.73
Step 2	1560 Hours	25.23	24.73	24.98
Step 3	1560 Hours	25.73	24.98	25.23
Step 4	1560 Hours	26.25	25.23	25.48

Step 5	1560 Hours	26.78	25.48	25.73
Step 6	1560 Hours	27.31	25.73	25.99
Step X	1560 Hours	+0%	+1%	

Effective June 1, 2012 through December 31, 2013, step movement will be frozen for all five (5) and four (4) hour nurses. On and after January 1, 2014, all five (5) hour and four (4) hour nurses will receive step increases upon the accrual of 1560 hours.

The Cuyahoga County District Board of Health agrees that the Board will not bring a newly hired nurse in any classification at any step above Step 3.

**Section 2.** All full-time nurses will be paid in twenty-six (26) equal pay periods over a twelve-month period except that if a nurse is not entitled to a full 75 hours pay, the nurse will receive pay for hours worked. All nurses employed for fewer than twelve (12) months over the same period shall have the option of receiving biweekly paychecks over the period which the nurse is actually employed, or of receiving twenty-six (26) equal paychecks for work performed starting with the date of her return to work for the academic year and commencing with the last pay period in August.

**Section 3.** Any nurse who during the year has completed the number of hours worked as set forth in the length of service required for each step on the salary schedule, Section 1 above, shall be placed in the next step of the classification and shall receive the salary indicated for that step beginning with the payroll occurring not more than two (2) weeks after the nurse becomes eligible to proceed to the next step.

**Section 4.** A nurse who is required to fill in for another nurse will be paid at the nurse's regular rate of pay.

**Section 5.** Any nurse who has met the qualification of PHN I and has had no Board action pending or has had no Board action taken within the preceding twenty-four (24) months will be promoted to PHN II Step Start after PHN I Step 2.

Any nurse who has met the qualifications of PHN II, has a BSN and has had no Board action pending or has had no Board action taken within the preceding twenty-four (24) months is eligible for promotion to PHN III Step Start after PHN II Step 1.

No nurse will be initially hired as a PHN III unless they are BSN prepared and have one (1) year of public health experience.

**Section 6.** School Nurses/Academic Year. The academic year for school nurses shall consist of up to five (5) days prior to the start of classes and at least one (1) day following the last day of classes.

## ARTICLE 22

### Mileage Reimbursement

**Section 1.** Mileage reimbursement will be computed and paid each month at the applicable IRS mileage rate in effect at that time. If the maximum allowable IRS mileage rate is changed, the Board will implement such new rate within ten (10) weeks of the IRS effective date for such change, provided however that such change only be effective prospectively after Board implementation and will not be retroactive.

**Section 2.** Nurses assigned to make bank deposits will be paid business miles to the designated bank, as determined by the supervisor.

**Section 3.** Reimbursement for miles traveled beyond normal limits will take into account traffic conditions, time constraints and safety concerns and must be discussed with and approved by the immediate supervisor prior to submission of the mileage report.

**Section 4.** If reimbursement is going to be longer than six (6) weeks, written explanation shall be provided to the affected nurse.

## ARTICLE 23

### Insurance

#### HEALTH CARE, PRESCRIPTION, DENTAL AND VISION

**Section 1.** The Board will make available to all eligible members of the bargaining unit hospitalization/medical, prescription, dental and vision coverage (hereinafter “health care plan”) as selected by the Board. Prior to a decision of the Board regarding changing health or dental insurance carriers, the Board shall meet with ONA representatives and provide ONA with all viable quotes for health care or dental coverage under consideration by the Board.

Bargaining unit members working seven and one-half (7.5) hours per day twelve months per year will pay ten percent (10% ) of the total monthly premium for single or family coverage, per month, which may be modified as provided in Section 7 herein, through a bi-weekly payroll deduction.

Bargaining unit members working less than seven and one-half (7.5) hours per day twelve months per year will pay for single or family coverage, per month, through a bi-weekly payroll deduction, based upon hours worked. [See Appendix B].

For the term of this agreement the Board shall maintain in full force and effect for all eligible bargaining unit nurses participation in its current health care plan or a plan providing the same or better benefits.

**Section 2.** In connection with such hospitalization, medical and dental insurance coverages, all covered nurses and the Board will cooperate with an exchange of such information, as may reasonably be required, to avoid unnecessary costs and duplication of insurance coverages in situations where a nurse or a nurse's family may be covered for similar protection under a plan provided by the employer of a nurse's spouse.

## **LIFE**

**Section 3.** The Board will provide each nurse with life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00).

### **Section 4.** COBRA

- (a) The Board will make insurance continuation coverage available to the nurses and/or their families as provided by COBRA. Continuation of insurance coverage under COBRA is not dependent upon proof of insurability.
- (b) Qualifying events for COBRA are:
  - 1) voluntary or involuntary termination of employment for reasons other than gross misconduct;
  - 2) reduction in the number of hours of employment;
  - 3) death of an employee;
  - 4) divorce or legal separation;
  - 5) entitlement of employee to Medicare benefits; or
  - 6) a dependent child reaching maximum age for coverage.

**Section 5.** The benefits provided by the medical plan are set forth in a summary plan description which is located in the Human Resources office in the Board administration area.

**Section 6.** If a full-time nurse elects to decline medical, prescription, dental and vision coverage otherwise available pursuant to Sections 1 and 4 above, such nurse will receive in lieu of such coverage payment on the following schedule:

<u>Annual regularly scheduled hours</u>	<u>Monthly incentive</u>
At least 1950 hours	\$300.00
At least 1560 hours	\$240.00
At least 1260 hours	\$180.00

A nurse electing this option must provide proof of other insurance coverage and complete all necessary forms to elect to have no coverage through the Board of Health. This option will be a binding election. The nurse will be permitted to reinstate medical coverage only in the event of a qualifying change in family status or during the open enrollment period.

This incentive is not available to spouses that are both employed by the Board.

**Section 7.** A spousal surcharge of fifty dollars (\$50.00) per month will apply when a bargaining unit member's spouse is covered by the Board's major medical and prescription coverage.

## **ARTICLE 24**

### **Holidays**

**Section 1.** Each full-time nurse shall be entitled to the following legal holidays:

- New Year's Eve (one full day)
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve (one full day)
- Christmas Day

**Section 2.** In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 3.** In the event a nurse is required to work a Board observed holiday, that nurse may trade that day with a different holiday not observed by the Board. Approval shall be obtained prior to utilization.

**Section 4.** Both full-time and part-time nurses shall be compensated straight time holiday pay based on the number of hours the nurse works per week and divided by five (5), which represents the Monday through Friday work week. For example: A nurse's work assignment is to work 7.5 hours per day and four (4) days per week for a total of thirty (30) hours in a week. Thirty (30) hours divided by five (5) total work days equals six (6) hours that the nurse would receive in holiday pay.

## **ARTICLE 25**

### **Vacation**

**Section 1.** After the completion of one (1) full calendar year of employment, full-time nurses shall be entitled to vacation leave with full pay (excluding legal holidays) per year according to the following schedule:

<b>LENGTH OF SERVICE</b>	<b>LENGTH OF VACATION</b>
One (1) year but less than three (3) years	13 days
Three (3) years but less than eight (8) years	17 days
Eight (8) years but less than ten (10) years	18 days
Ten (10) years but less than twenty (20) years	20 days
Twenty (20) years or more	25 days

All vacation leave shall be approved by the appropriate supervisor prior to utilization, except that the Director of Nursing or Service Area Director may approve vacation leave post utilization.

**Section 2.** During the first full year of full-time service, no vacation time may be taken. In the event a nurse needs time off before completing one full year of employment, the nurse may make a written request to the Health Commissioner per Article 29, Other Leaves.

For the purpose of computing vacation leave. A nurse's service is defined as the total service accrued by a person employed by the State, County or any other political subdivision of the State, provided that any transfer, reappointment or reinstatement must occur within ten (10) years. Any nurse who is claiming prior service from agencies where previously employed must obtain from that agency a signed written document verifying exact dates of service, as set forth in the Ohio Administrative Code.

**Section 3.** Vacation leave is to be taken in consecutive days except in special instances as recommended by the Director of Nursing and approved by the Health Commissioner. Nurses may carry their vacation leave from year to year, up to a maximum of three (3) years. Any vacation otherwise earned which exceeds the allowable maximum accumulation shall be lost.

**Section 4.** A nurse shall be entitled to compensation, at the nurse's current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to the nurse's credit at the time of separation, and in addition shall be compensated for any unused vacation leave accrued to the nurse's credit.

**Section 5.** If a nurse should become ill during vacation, the time that the nurse is ill shall be counted as vacation time and not as sick time. If the period of illness extends beyond the vacation time, then that portion of the time that the nurse is ill which extends beyond vacation time shall be eligible for consideration as sick time.

**Section 6.** In the case of the death of a nurse, the unused vacation leave and unpaid overtime to the credit of any such nurse shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to the nurse's estate.

**Section 7.** Part-time nurses shall receive vacation pay on the same basis as they work, e.g., part-time nurses working four (4) hour days shall receive four (4) hours pay for each day of vacation.

Part-time nurses working less than twelve (12) months a year shall have their actual months worked converted to years in order to determine eligibility, e.g., a nurse working a nine (9) month schedule for four (4) years will be equivalent to a nurse working a twelve (12) month schedule for three (3) years.

**Section 8.** Nurses will be permitted to take up to one-third (1/3) of their vacation during the school year when the students are in session. However, vacation days taken during the school year when the students are in session will be restricted to one (1) nurse at any given time.

- (a) After a nurse has used all of the vacation allowed during the school year when students are in session, nurses will be allowed vacation in extraordinary circumstances. The Director of Nursing will approve such extraordinary vacations in advance.
- (b) When a nurse needs time off during the school session, but does not qualify as extraordinary circumstances or vacation, should suitable coverage be arranged, the nurse (subject to Director of Nursing's approval) may take unpaid leave time.

**Section 9.** Nurses will be eligible to use remaining unearned vacation time in any calendar year. If for any reason a nurse leaves the employ of the Board with a negative vacation balance, that nurse will be obligated to reimburse the Board the amount of vacation time owed.

## ARTICLE 26

### **Personal Business Days**

**Section 1.** Each full-time, full-year nurse shall earn three (3) personal-business days each calendar year, on the basis of one (1) personal day for every four (4) months of the year. Personal-business days can be taken together or separately as earned. Personal-business days must be taken within the calendar year earned or shall be forfeited. All such personal days must be taken in a minimum of one-half (1/2) day increments and must be scheduled and approved by the appropriate supervisor prior to utilization. In the first four months of employment, no personal day shall be earned.

**Section 2.** Part-time nurses shall earn two (2) personal-business days each calendar year, on the basis of one (1) personal day for the first six (6) months of the year and the second day for the last six (6) months of the year, except that in the first six (6) months of employment, no personal day shall be earned. Personal-business days can be taken together or separately as earned. Personal-business days must be taken within the calendar year in which earned or shall be forfeited. All such personal days must be taken in a minimum of one-half (1/2) day increments and must be scheduled and approved by the appropriate supervisor prior to utilization.

## ARTICLE 27

### **Sick Leave**

**Section 1.** Each full-time nurse is entitled to sick leave of one and one-quarter (1¼) working days with pay per month. This would result in a total of fifteen (15) days of sick leave being earned per year. Sick leave shall be accumulated without limit.

**Section 2.** Nurses may use sick leave, upon the approval of the Director of Nursing/Service Area Director, or designee, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the nurse's immediate family.

Definition of immediate family for sick leave: spouse, child, step-child, mother, father, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, a legal guardian, step-parent or person who stands in place of a parent (in loco parentis) and domestic partner as defined in Appendix D.

The amount of sick leave to be granted beyond three (3) days due to illness in a nurse's family shall be at the discretion of the Health Commissioner. The Health Commissioner may require the nurse to furnish a physician's note stating that the nurse's absence was caused by illness due to any of the causes mentioned above after five (5) consecutive sick days.

**Section 3.** Bereavement. In the event of the death in the immediate family, defined for bereavement purposes as spouse, child, current step-child, father, mother, sister, brother, current step-parent, current brother-in law, current sister-in-law, legal guardian or person who stands in place of a parent, grandparent, current parent-in-law, aunt, uncle, niece, nephew, grandchild, first cousin, current son-in-law, current daughter-in-law, current grandparent-in-law or domestic partner, of an eligible nurse, the nurse shall be granted a sick leave of absence with pay of up to five (5) days of the nurse's regularly scheduled working days in order to attend the funeral and handle related matters. Pay provided for under this Section shall be computed on the basis of regularly scheduled hours per day at the nurse's regular straight time hourly rate, less differentials, if any. The Health Commissioner may require proof of death and funeral attendance. Additional time off without pay may be granted by the Health Commissioner.

In the event a nurse has no sick leave accumulated at the time of a death in the immediate family, or less than three (3) days accumulated sick leave at the time of a death in the immediate family, then such nurse shall be entitled to up to three (3) days off with pay, provided, however, that any such days not previously accrued shall be debited and charged against the nurse's future accrued sick leave days.

**Section 4.**

- (a) Upon retirement, a nurse will have the right to convert unused sick leave into a cash payment at the rate of one (1) day's pay for each four (4) days of unused sick leave. The maximum number of days for which cash payment shall be paid, by reason of such conversion, shall be seventy (70) days. Eligibility for retirement age and years of service will be in conformity with the requirements of the Public Employees Retirement System of Ohio that are in effect at the time of a nurse's retirement.
- (b) After ten (10) years of service, the Board will pay to a nurse who is terminated without just cause, one (1) days pay for each four (4) days of accumulated sick leave days, not to exceed fifteen (15) days paid. (Sixty (60) days traded will be fifteen (15) days paid.)

## ARTICLE 28

### Family Medical Leave

**Section 1.** The Board will comply with the provisions of the Family Medical Leave Act of 1993 and as amended from time to time.

Nurses on Family Medical Leave will be required to use accrued time categories in the following order: (1) Sick Time, (2) Comp Time, (3) Personal Time, (4) Vacation Time.

Nurses using accrued time categories shall continue to accrue seniority and benefits while on leave.

Nurses on unpaid leave will not accrue seniority or benefits except as provided by the Family Medical Leave Act.

The twelve (12) month rolling period in which the twelve (12) weeks of Family Medical Leave entitlement occurs is the twelve (12) month period measured forward from the date Family Medical Leave first begins.

## ARTICLE 29

### Other Leaves of Absence

**Section 1.** Any leaves of absence not specifically covered by this Agreement may be granted at the discretion of the Health Commissioner. During this type of leave of absence, seniority shall remain frozen. All accrued vacation must be used before beginning a leave without pay.

**Section 2.** A nurse on leave of absence without pay does not earn sick leave or vacation credit.

**Section 3.** A nurse who is granted a leave of absence without pay shall have the nurse's position held open for the nurse for no less than twelve (12) weeks. For leaves that extend beyond twelve (12) weeks, the nurse is to be returned to the same position or to a similar position if the nurse's former position no longer exists. A nurse may return to work before the scheduled expiration of leave if requested by the nurse and agreed to by the Board.

**Section 4.** When a nurse is called for jury duty by any court of the United States, the State of Ohio, or political subdivision, the nurse shall be compensated by the Board at the straight-time hourly rate for hours the nurse would have been scheduled on that day(s).

The nurse shall provide the nurse's supervisor advance notice of the nurse's jury duty service and provide the jury duty voucher to the Board in order to receive their regular pay.

A copy of the jury duty notice shall be provided to the nurse's supervisor immediately upon the nurse's receipt of the notice for jury duty.

**Section 5.** A nurse that is required to appear in court or in administrative proceedings in furtherance of their employment with the Board shall be paid at their regular rate of pay (or overtime rate, when applicable) for hours actually worked. The nurse must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the Board.

**Section 6.** A nurse that is required to appear in court on personal matters or on matters unrelated to their employment with the Board must use vacation leave, compensatory time, personal days or take an unpaid leave of absence.

**Section 7.** Nurses on leave for military service shall have all of the rights provided to those in military service that are provided in federal and state law.

## **ARTICLE 30**

### **Overtime-Compensatory Time**

A nurse may request to be compensated in time or money pursuant to this Article.

**Section 1.** Compensatory Time. Prior approval by the Service Area Director, or designee, is required to be credited with compensatory time. All approved additional time worked by nurses over their normal workweek will be reimbursed in compensatory time or pay pursuant to this Article. Additional hours will be reimbursed as straight time if under the agency standard workweek of 37.5 hours; hours worked over 37.5 hours will be reimbursed at time and a half (1½). Compensatory time not used within 180 days of accrual will be paid to the nurse. Time will commence when the nurse leaves their home and end when the nurse returns home (Portal to Portal).

**Section 2.** Overtime. Prior approval by the Service Area Director, or designee, is required for time to be compensated with pay based on availability of program funds. Time will commence when the nurse leaves their home and end when the nurse returns home (Portal to Portal).

If the Service Area Director, or designee, is unavailable, the nurse's request for overtime or compensatory time may still be requested and may be approved on the nurse's next working day.

## ARTICLE 31

### Flex Time

**Section 1.** In order to meet organizational and program needs, consenting employees may work other than the Cuyahoga County District Board of Health established hours of operation, which are 8:30 a.m. to 4:30 p.m., Monday through Friday, with the prior approval of the Service Area Director, or designee. A full-time employee's work week will be arranged to provide 37.5 hours of service.

Flex hours are a rearrangement of a nurse's regularly scheduled hours to be used within the pay period and do not accumulate to be used at any other time.

If flex time cannot be used within the pay period, prior approval of the Service Area Director, or designee, is required in order to convert flex time to compensatory time pursuant to Article 30, Overtime-Compensatory Time.

## ARTICLE 32

### Personnel Files

**Section 1.** A nurse shall have the right to review the nurse's personnel folder in the presence of an authorized person.

## ARTICLE 33

### Successor Agreement

**Section 1.** This Agreement shall be binding on any successor(s) or assign(s) of the Board and no terms of this Agreement shall be changed by any consolidation or merger, except as may be provided by a state law whose terms shall prevail over this provision.

## ARTICLE 34

### Conflict of Laws

**Section 1.** In the event any provision of this Agreement is held to be in conflict with, but not in violation of, any state or federal statute, rule, decision or valid administrative rule or regulation, the language of this Agreement shall govern and prevail.

**Section 2.** If any provision of this Agreement is held to be in violation of any state or federal statute, rule, decision or valid administrative rule or regulation, such statute, rule, decision or valid administrative rule or regulation shall govern and prevail provided both parties shall receive a copy of the state or federal statute, rule, or decision or valid administrative rule or regulation. . All provisions

of this Agreement not in conflict herewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

## **ARTICLE 35**

### **Health and Safety**

**Section 1.** At the employees request and upon the Director's review, the Board will make available suitable safety devices and equipment to nurses that provide community health services. A nurse may request an escort from appropriate safety personnel. If an escort is unavailable and/or the Board declines to provide a suitable safety device the nurse may properly refuse the assignment. In the event that a nurse cannot complete an assignment due to personal safety concerns the nurse should contact their immediate supervisor, the Director and/or the Health Commissioner.

**Section 2.** The Board shall communicate any known safety hazards to nurses. Matters involving employee safety will be considered at safety committee meetings.

**Section 3.** Nurses using a personal cell phone for Board business may request reimbursement at a rate of twenty cents (\$0.20) per minute not to exceed one hundred and seventy-five (175) minutes per month. In order to obtain reimbursement, the nurse must submit the original cell phone bill with business calls highlighted. Requests for reimbursement will be paid on a quarterly basis.

## **ARTICLE 36**

### **Calamity Days**

**Section 1.** In the event of an assigned worksite closing due to inclement weather or emergency-situation, the nurse will directly notify a supervisor or the Director of Nursing (telephone calls are the method of notification, voice mail messages are not acceptable) by eight forty-five a.m. (8:45) or within one (1) hour of the closure of the worksite, whichever is later, to determine if reassignment is available. The supervisor and the division director will determine if reassignment is available. If reassignment is available, the nurse will report to the assigned worksite.

**Section 2.** If the Director of Nursing/Service Area Director and the Health Commissioner determine that reassignment is not available or inadvisable due to the severity of weather conditions, the nurse will be paid at her regular rate of pay for hours missed due to closure of the worksite. Nurses must remain available and will be notified whether or not they are being reassigned on or before ten a.m. (10:00).

**Section 3.** If a nurse does not report to work due to an assigned worksite

closing because of inclement weather conditions and does not notify a supervisor for reassignment, time may be charged to the nurse's vacation time, compensatory time, flex time, personal days or leave without pay, at the nurse's discretion.

## **ARTICLE 37**

### **Off Duty Work**

**Section 1.** Nurses may not engage in additional paid employment which conflicts with the duties and responsibilities as an employee of the Board. Nurses are required to submit a written notification of outside employment to the Director of Nursing. Outside employment may not occur during the nurses' normal scheduled working hours. Outside employment may not create a conflict of interest with the policies and programs of the Board. Employment with persons or organizations subject to licensing approval, or other review by the Board, may not be undertaken without prior notification. If the Board advises a nurse and provides that nurse with a written explanation that the outside employment creates a conflict of interest and the nurse refuses to cease such employment, the Board may discharge the nurse for just cause. The nurse may use the grievance process to address the issues of conflict of interest and appropriate remedy. The Board has the burden of proof as to whether a conflict of interest existed.

**Section 2.** A nurse may do voluntary work for an organization under contract to the Board in the capacity of a public health nurse. If the nurse notifies their supervisor as to when and what functions the nurse is going to act as a volunteer, the Board agrees to sanction the activity.

If the Board is not notified, the nurse volunteers at the nurse's own risk and the Board shall not be liable or responsible in any manner and the nurse shall not represent them self as an employee of the Board. If the event or function is sanctioned by the Board, the nurse performing the duties will be covered by the benefits and services of the Board.

**Section 3.** Nurses working off duty hours for another employer shall work at their own risk and shall not be recognized as employees of the Board during such off duty hours and the Board shall not be liable or responsible in any manner for the nurse's actions.

## **ARTICLE 38**

### **Reasonable Accommodation**

**Section 1.** The Board and the ONA recognize their respective obligations under the Americans with Disabilities Act. The Board agrees that before it puts a reasonable accommodation in effect for a nurse in the bargaining unit, or before it refuses a request for reasonable accommodation by a nurse, it will advise the ONA of the matter and discuss it with them before taking final action in the case.

## ARTICLE 39

### Alternative Dispute Resolution

The parties, having mutually agreed upon a dispute settlement procedure which shall supersede the procedures provided for in the Ohio Revised Code section 4117.14 (c), hereby agree as follows:

- A. The party desiring to modify or terminate the agreement shall send a copy of the notification to the State Employment Relations Board (SERB) along with a copy of the existing collective bargaining Agreement.
- B. During the period commencing at least sixty (60) days prior to the expiration of the existing agreement, both parties agree to bargain in good faith in an effort to reach a settlement by the expiration date of the contract.
- C. Fifty-five (55) days prior to the expiration of the existing collective bargaining agreement, the parties, having given notice to modify or terminate, shall be responsible for notifying the director of the Federal Mediation and Conciliation Service and SERB, that negotiations are under way but an agreement has not yet been reached.
- D. If no settlement has been reached by the parties ten (10) days before the expiration of the existing collective bargaining agreement and the parties have not already mutually done so, either party may request of the director of the Federal Mediation and Conciliation Service or SERB, to appoint a mediator to assist the parties in reaching a settlement. The recommendation made by the mediator shall not be binding on the parties involved in this collective bargaining agreement.
- E. If no settlement is reached by the expiration date of the collective bargaining agreement, the impasse resolution procedures in Ohio Revised Code section 4117.14 (d) (1) and (g) (1-13) shall become effective.
- F. This agreement may not be canceled, revoked or terminated during the term of the current collective bargaining agreement.

## ARTICLE 40

### Funding Decreases

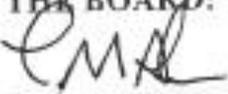
**Section 1.** In the event of a substantial decrease in Board funding which impairs the Board's ability to finance wages and benefits, the parties agree that they will meet and will discuss the matter. After complete/comprehensive financial disclosure and an accounting review/evaluation, ONA may negotiate a substitute wage and benefit package in response to the funding decrease.

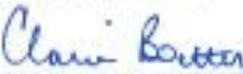
**ARTICLE 41**

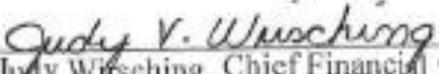
**Duration**

**Section 1.** This Agreement shall continue in effect and remain in full force and effect from June 1, 2012 through December 31, 2014. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to December 31, 2014 give written notice of its intent to terminate or amend. If neither party gives notice to neither terminate nor amend this Agreement as provided above, this Agreement shall continue in effect from year to year after December 31, 2014 subject to termination or amendment by either party on at least ninety (90) days written notice prior to midnight, December 31<sup>st</sup> of any subsequent year.

**FOR THE BOARD:**

  
\_\_\_\_\_  
Terrence M. Allan, Health Commissioner

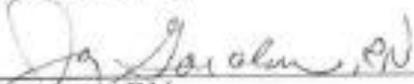
  
\_\_\_\_\_  
Claire Boettler, Nursing Director

  
\_\_\_\_\_  
Judy Wirsching, Chief Financial Officer

  
\_\_\_\_\_  
Najeebah Shine, Human Resources Officer

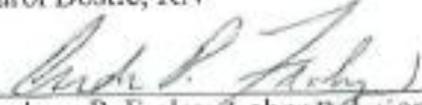
  
\_\_\_\_\_  
Thomas P. O'Donnell, Administrative Counsel

**FOR THE ONA:**

  
\_\_\_\_\_  
Joy Gordon, RN

  
\_\_\_\_\_  
Amy Geiss, RN

  
\_\_\_\_\_  
Carol Bostic, RN

  
\_\_\_\_\_  
Andrew P. Fraley, Labor Relations Specialist

## APPENDIX A

### ANA Code of Ethics for Nurses

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

## APPENDIX B

Annual Regularly  
Scheduled Hours

Effective Date  
6-1-2012

At least 1560 hours  
At least 1260 hours  
At least 800 hours

18% of premium  
23% of premium  
50% of premium

## Appendix C

### SIDE LETTER

May 30, 2007

Susan Shelko, JD  
Labor Relations Specialist  
4000 East Main Street  
Columbus, Ohio 43213-2983

Dear Ms. Shelko:

This letter will confirm that the parties have met and discussed a flexible spending account program which includes health and dependent care.

The Board will investigate a flexible spending account program which includes health and dependent care, and if available, will offer it to members of the bargaining unit beginning on January 1, 2008.

Sincerely,

Michael D. Pokorny  
Administrative Counsel

MDP/kk

## APPENDIX D DOMESTIC PARTNERSHIP CRITERIA

1. **Domestic Partnership:** A Domestic Partnership is defined as the exclusive, non-married, intimate, committed relationship of two adults of the same sex who share a common residence and the responsibility for each other's common welfare. Proof of the Domestic Partnership is established through (1) Sworn Affidavit of Domestic Partnership and (2) supporting evidence to the Department of Human Resources.
  - (a) **Mandatory Sworn Affidavit under Penalty of Perjury:** To satisfy the Sworn Affidavit requirement, both the employee and his/her Domestic Partner shall submit sworn affidavits, under penalty of perjury, attesting to the following:
    1. Each individual is 18 years of age or older;
    2. Both individuals are in an exclusive, committed, intimate relationship;
    3. Both individuals intend to continue this exclusive, committed, and intimate relationship for life;
    4. Both individuals have shared a common residence for at least 60 days and continue to share the common residence without interruption;
    5. Both individuals share joint responsibility for each other's common welfare, including providing and/or payment of basic living expenses such as food, shelter, and other necessities of life;
    6. Neither individual is married to any other individual;
    7. Neither individual is in a civil union or any other similar relationship with any other individual;
    8. Neither individual is part of an existing domestic partnership with any third party;
    9. The individuals are not related to one another by blood in a way that would prevent them from being married to one another in this State.
  - (b) **Mandatory Supporting Documentation in Addition to Sworn Affidavit:** To satisfy the Supporting Evidence requirement, the employee must submit evidence of at least three of the following:
    1. Joint ownership of real estate property or joint tenancy on a residential lease;
    2. Joint ownership of an automobile;
    3. Joint bank or credit account;
    4. Joint liabilities (e.g., credit cards or loans);
    5. A will designating the domestic partner as primary beneficiary;
    6. A retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary;
    7. A durable power of attorney signed to the effect that the employee and the domestic partner have granted powers to one another.
    8. A certificate of marriage or other evidence of a civil union from another state.
2. **Termination of Domestic Partnership and Mandatory Notification:** A domestic partnership is terminated if any of the statements sworn to in the Sworn Affidavit is no longer true. If the Domestic Partnership is terminated, the employee must notify the Department of Human Resources within 15 days of the termination. Failure to notify the Department of Human Resources of the termination will subject the employee to discipline, up to and including termination.