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**Agreement Between
The Wood County General Health District
And
SEIU, District 1199, WV/KY/OH
The Health Care and Social Services Union,
Change to Win, CLC**

**Effective
July 1, 2012 through June 30, 2015**

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ARTICLE 1 AGREEMENT/UNION RECOGNITION

Section 1

This Agreement is made and entered into by and between the Wood County General Health District (hereinafter referred to as the Board, Health District, or Employer), and SEIU, District 1199, WV/KY/OH, The Health Care and Social Services Union, Change To Win, CLC (hereinafter referred to as the Union).

Section 2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. Upon ratification, the provisions of this Agreement shall automatically modify or supersede conflicting rules, regulations, practices, and agreements pertaining to terms and conditions of employment.

Section 3

The Employer hereby recognizes the Union, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the Bargaining Units.

This Agreement includes all employees of the Employer, as designated below:

Included: Family Nurse Practitioner, Public Health Nurse II, Health Educator, Social Worker III, Public Health Nutritionist (RD), Registered Sanitarian, Sanitarian in Training, Dietetic Technician, Home Health Aide I, Clinical Services Assistant I, II, and III, Secretary I, Clerical Specialist, Receptionist Registrar, Account Clerk I II, III, and IV, Information Technology Support Technician I, II, and III, Help Me Grow Program Coordinator (HMG Project Director), Epidemiologist and Public Health Emergency Response Planner.

Excluded: All Management level employees, confidential employees, casual and seasonal employees, Supervisors as defined in the Act including: Health Commissioner, Director of Administration, Director of Environmental Health, Director of Nursing, Environmental Supervisor, WIC Supervisor (WIC Program Director), Assistant Director of Nursing, Senior Grants and Accounting Manager, Developmental Disabilities Clinic Supervisor, Health Education Information and Communications Manager, Medical Billing Supervisor, Quality Assurance & Special Projects Manager, Primary Care Provider Clinical Supervisor, Labor Relations Specialist, Medical Director, Assistant Medical Director, and the Administrative Assistant.

ARTICLE 1 AGREEMENT/UNION RECOGNITION (continued)

Section 4

The Employer shall notify the Union when a new job title is established during the term of this Agreement. If not mutually agreed to between the parties for inclusion in the Bargaining Unit, clarification may be sought from SERB by either party pursuant to their rules and regulations solely to determine whether said classification shall be included in the Bargaining Unit. This Section shall also apply to new classifications created as a result of a job audit.

ARTICLE 2 NON-DISCRIMINATION

Section 1

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in the application thereof or in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, handicap, religion, or political affiliation.

Section 2

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership activity or status or non-membership activity or status.

Section 3

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

ARTICLE 3 MANAGEMENT RIGHTS

Section 1

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Health District in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- To plan, direct, control and determine the operations or services to be conducted by employees of the Employer;
- To determine the methods, means, number of personnel needed and establish the standards of such work;
- To direct the working forces; schedule and assign work, including overtime;
- To hire and assign or to transfer employees within the Health District;
- To promote, suspend, discipline or discharge for just cause;
- To lay-off or relieve employees;
- To make, publish and enforce rules and regulations;
- To introduce new or improved methods, equipment or facilities;
- To contract out for goods and services;
- To determine if and when job vacancies exist, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- To require employees to meet physical and educational standards in accordance with regulatory agencies;
- To maintain the security of records and other pertinent information;
- To determine and implement necessary actions in emergency situations.

ARTICLE 4 UNION RIGHTS

Section 1

Upon notification to their immediate supervisor, delegates shall be allowed such reasonable time as needed to investigate grievances and attend meetings with Management as set out in this Agreement, providing such use does not interfere with the operation of the Employer.

Section 2

The Union shall provide the Employer with a list of delegates at any time this list changes. The Union shall be accorded a total of six (6) delegates of which one (1) will be an Executive Board Member.

Section 3

The Employer agrees that no more than two (2) accredited representatives of the Union, shall be admitted to the Employer's facilities and sites during working hours upon reasonable notification with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 17, or at the request of the Employer, and/or attend other meetings and discussions as required by this Agreement.

The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such visits.

Section 4

For each year of this Agreement, the Union will be entitled a total of ten (10) unpaid leave of absence days for delegates required attendance at meetings on behalf of the Union.

In addition to the unpaid days set out in the paragraph above, one employee elected to the Executive Board of the Union shall be allowed time off without pay, not to exceed one and one-half (1 ½) days, four (4) times per year, or may use their personal or vacation time to attend meetings and/or conferences subject to scheduling as set out below.

The Union will notify the Employer, in writing, at least two (2) weeks prior to the use of Union Leave. The Union agrees that by the use of this Union Leave provision, no overtime situations will be created, and the days shall be scheduled as not to interfere with the operations of the Employer. The Employer reserves the right to limit the number of employees off at any one time within a Division.

ARTICLE 5 UNION SECURITY/DUES CHECK-OFF

Section 1

The Employer shall deduct monthly membership dues, and if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization from any Bargaining Unit employee. All employees in the Bargaining Unit pursuant to Section 4117.09(c) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of Bargaining Unit employees shall be automatic and does not require authorization by the non-member employee.

Section 2

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay the Union fair share fee as a condition of employment following completion of probationary employment, or the effective date of this Agreement, whichever is later.

Section 3

An established rebate procedure on file with SERB shall be equally afforded all employees of the Bargaining Unit upon request and shall be in compliance with applicable State and/or Federal law. Employees covered by this Agreement who, for bona fide religious tenets or teaching of a church or religious body, are forbidden from joining a union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09(c) of the Ohio Revised Code. The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the Bargaining Unit.

Section 4

The Employer will terminate dues deductions for the following reasons:

- A. Bargaining Unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining Unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- C. Bargaining Unit employee is laid off;
- D. Bargaining Unit employee transfers to a position outside the Bargaining Unit;
- E. Termination of this Agreement.

Section 5

Deductions under this Article, along with an alphabetical list of names of all employees whose dues or fair share fees have been deducted, shall be transmitted to the Union within thirty (30) days following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Union shall notify within ten (10) days of receipt, that dues and fair share fees have been deducted improperly by the Employer.

ARTICLE 5 UNION SECURITY/DUES CHECK-OFF (continued)

Section 6

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the County as a result of any action taken or not taken as a result of a request of the Union under the provisions of the Article including fair share fees, deductions and remittances.

ARTICLE 6 BULLETIN BOARD

Section 1

There shall be established and maintained for the duration of this Agreement, a bulletin board on the Agency's premises for the exclusive use of the Union. The location of the bulletin board shall be in an area where all employees have easy access to, but outside the view of the general public.

Section 2

Posting and removal of material shall be the responsibility of the Union delegates. The Executive Board delegate or her designee shall assume responsibility for the Board. Union notices relating to Union newsletters, Union meetings, Union appointments, Union elections and outcomes, and recreational and social affairs may be posted. No partisan political posting shall be allowed. Any libel or defamatory materials against employees, the Agency, or the Union shall be removed upon notification to the designated Bargaining Unit employee.

ARTICLE 7 LABOR/MANAGEMENT COMMITTEE

Section 1

A Labor/Management Committee shall be established to discuss matters of mutual concern within the Health District.

Section 2

The Committee shall consist of not more than five (5) representatives of each party.

Section 3

The parties agree to meet quarterly or as jointly determined. Each meeting shall not exceed two (2) hours duration, unless mutually agreed otherwise. Such time shall be considered time worked.

ARTICLE 8 HEALTH AND SAFETY

Section 1

In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the Employer.

Section 2

Necessary job-related immunizations and vaccines required by Board of Health policy or regulatory agency shall be provided, upon request, to the employees at the expense of the employer. Subject to provisions of the Hepatitis B vaccine policy, employees exposed or considered at risk, shall be provided the vaccine at the expense of the employer.

An employee required to physically handle an animal suspected to be rabid shall be provided, upon request, a rabies vaccination or a booster at the expense of the employer.

Subject to provisions of the TB control policy, employees exposed or considered at risk, shall be provided the annual test at the expense of the employer.

Section 3

As determined by the Employer, required equipment and accessories needed to perform duties shall be provided by the Employer. Such equipment and accessories shall remain the property of the Employer.

Section 4

When known, the Employer shall advise employees of the medical conditions through precaution designations of patients and clients in order to reduce the risk of infections and communicable diseases.

When known, employees shall notify the Employer they have a medical or physical condition which provides a risk of infection or transmission to clients, themselves, or other employees, so that proper action may be taken.

Section 5

When permitted by the County and the Health District, a representative identified by the Union from the Bargaining Unit, may participate in county-wide O.S.H.A., E.A.P., health insurance committee meetings, and Worker's Compensation Committee at the County level. In so far as practical, a list of all Union representatives to any County Committees for the upcoming year will be presented to the employer by December 15th of each year.

Employees who voluntarily participate in these meetings shall be made whole for such time they would have normally been scheduled to work which may require an employee to use flex scheduling within the employee's weekly schedule.

ARTICLE 9 ORIENTATION AND TRAINING

Section 1

Newly hired employees shall receive proper initial orientation. The Employer shall appropriately modify an employee's work schedule when assigned to assist in the orientation of new employees.

Section 2

Within the first week of employment, the Union Executive Board Member, or their designee shall meet and confer with newly hired employees, for a period of thirty (30) minutes without loss of pay. The schedule of such meeting shall be approved by the employer.

ARTICLE 10 PROBATIONARY PERIOD

Section 1

All newly hired employees of the Wood County Health District shall serve an initial probation period. Normally, this period is one hundred twenty (120) calendar days for full-time employees in classifications A through G in Appendix A. Normally, in classifications that are determined to be professional for classifications H through K in Appendix A, the probationary period shall be one hundred eighty (180) calendar days for full-time employees. Normally any part-time employee regardless of classification designation will serve a probationary period of one hundred eighty (180) calendar days. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, dismiss, promote, demote, suspend, or discipline such employees. Such actions shall not be subject to the discipline procedure or grievance procedure set out in this Agreement.

The probationary period may be extended for such period of time an employee is on an extended approved leave of absence greater than three (3) consecutive work days.

The Employer may extend a new hire probationary period not to exceed ninety (90) calendar days. The Union will be notified of such extension.

Section 2

Probationary employees shall be afforded Union representation and those benefits as defined and set out in this Agreement.

ARTICLE 10 PROBATIONARY PERIOD (Continued)

Section 3

Non-probationary employees, who through transfer or promotion are placed in a new position, shall serve a probationary period of ninety (90) calendar days. If during this probationary period, the employee fails to demonstrate that he or she can completely and satisfactorily perform the duties of the position, the Employer may return the employee to their former position. Such determination to return an employee shall not occur prior to completion of thirty (30) calendar days of the probationary period.

A non-probationary employee who had regularly been performing in a position for a period of ninety (90) days or greater, within the previous two (2) year period, prior to such transfer or promotion, shall not be required to serve the probationary period upon appointment. Such waiver shall not occur where changes in duties have been made.

The employer may extend the probationary period, not to exceed thirty (30) calendar days, for a non-probationary employee who transfers. The Union will be notified of such extension.

ARTICLE 11 SENIORITY

Section 1

Seniority shall be an employee's length of continuous service with the Wood County Health District from the last date of hire. An employee shall have no seniority for the probationary period, provided in Article 10, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

Section 2

Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from layoff within ten (10) working days from the date of receipt of recall notice sent by Regular Mail to the employee's last known address as shown on the Employer's record or fails to notify of intent to return to work, within five (5) working days of receipt of recall notice;
- F. Retires;
- G. Fails to report for work within three (3) work days of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 3

The Employer agrees to establish a seniority list containing employees' names and seniority dates. Such list shall be updated yearly by the Employer and posted by the Union.

ARTICLE 12 LAYOFF AND RECALL

Section 1

When the Employer determines layoffs are necessary, the following procedures shall be followed:

Section 2

The Employer shall offer to meet with the delegate and/or the Administrative Organizer of the Union to discuss the need and implementation for such layoff.

Section 3

The Employer shall determine which classification shall be subject to reductions. Within those classifications, the following order shall be followed:

- A. Seasonal or temporary employees in the respective classification.
- B. Probationary employees in the respective classification.
- C. Employees who voluntarily agree to be laid off in the respective classification with Board Approval.

In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their agency seniority regardless of the employee's full-time or part-time status.

Section 4

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees shall be recalled, in the inverse order of their layoff.

Section 5

If an employee is recalled to a lower paying position or a position with fewer weekly hours within their classification grouping, he shall have the right to return to the job classification he held prior to being laid off, in the event it subsequently becomes available within eighteen (18) months of the initial layoff. Employees who waive their right to be recalled to a lower paying position or a position with fewer weekly hours do not waive their right to remain on the recall list as specified in Section 4.

Section 6

Initial lay-off notice shall be given to affected employee(s) at least twenty-one (21) days from the date of mailing prior to its effective date. Notice shall be served to the: Union by electronic mail, local Union Representative and the affected employee(s), at the work place and by electronic mail. Absence of the employee shall not extend the period they have to exercise their right to bump.

Employees affected by bumping shall be notified not later than the next scheduled work day after the Employer receives notice that an affected employee has exercised a right to bump that effects their position. Notice shall be served to the Union by electronic mail, local Union Representative and the affected employee at the work place and by mail. Absence of the employee shall not extend the period they have to exercise their right to bump.

ARTICLE 12 LAYOFF AND RECALL (continued)**Section 7**

Employees who are eligible for recall shall be given a notice of return to work. Such notices shall be sent by US Certified and regular US mail to the employee's last recorded address. A copy shall be furnished to the local Union representative. If the employee fails to notify the Employer of their intent to report to work within five (5) working days of the mailing and return to work within ten (10) working days of the mailing of such recall notice, it shall constitute a voluntary resignation and the employee shall not be subject to any further recall unless otherwise stated in Section 5.

Section 8 Bump

Employees who have been notified that their position will be affected by a layoff, may request to bump within their classification, if available, then down within those classifications within their respective Group as listed in Appendix B, where their bargaining unit seniority, qualification and ability allow them to perform the remaining work available. Employees must exercise any bumping rights within three (3) work days of receiving layoff notices. Employees affected by a bump must exercise any bumping rights within three (3) working days of receiving notice. The same procedure shall continue until all employees have exhausted their bumping rights. The Employer retains the right to require candidates to provide acceptable documentation of qualifications to determine if qualifications have been met.

Employees who, within the last year, formally held a position in another classification(s) within the Health District shall also have bumping rights within that classification(s) as stated in the above paragraph.

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

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

ARTICLE 13 WORK RULES

Section 1

The Employer may establish work rules in the exercise of a management function. Work rules shall not be in conflict with this Agreement and shall be uniformly enforced. Programmatic procedures, such as policies, standards or rules are not work rules and remain within management's right to change, enforce, establish, etc. and are not subject to the posting conditions set out below.

Section 2

When existing work rules and/or policies are changed or new work rules established, the Employer shall provide each employee of the Bargaining Unit with a copy of the changed or new work rule at least fifteen (15) days prior to the effective date, except in emergencies, when such rules will go into effect immediately. Changes or new work rules made contingent to an emergency situation requiring immediate implementation shall be provided to all Bargaining Unit employees at such time. New work rules or changes shall be discussed at the Labor/Management meeting at the request of either party. If there is no meeting scheduled before the rules become effective, if time allows, a special meeting will be called for that purpose if the Union so requests.

Section 3

New employees shall receive copies of essential rules at the time of hire.

ARTICLE 14 TIME KEEPING AND TARDINESS

Section 1

Employees shall maintain an accurate account of hours worked. The Employer retains the sole and exclusive right to determine and implement the manner in which such time is recorded.

Section 2

Failure to record, recording another employee's time, or fraudulent recording of time shall be subject to disciplinary action up to and including discharge.

Section 3

Employees failing to report to work or return to work at times designated by the Employer shall be subject to disciplinary action up to and including discharge.

ARTICLE 15 CONFIDENTIALITY OF RECORDS

Section 1

Based upon applicable law, case records, financial records, and statistical records maintained by the Employer that are not public records are confidential. A list of such confidential documents shall be prepared, posted and distributed to all employees.

Section 2

Unauthorized use or disclosure of confidential information as defined above shall be subject to disciplinary action up to and including discharge.

ARTICLE 16 DISCIPLINARY PROCEDURE

Section 1

Disciplinary action shall be imposed only for just cause.

Section 2

An employee may be disciplined for a serious infraction of drunkenness on the job, immoral conduct, thievery, being under the influence of alcoholic beverages, use of illegal drugs or narcotics, the selling or offering for sale of illegal drugs or narcotics, physical violence, gross insubordination, dishonesty, discourteous treatment of the public, neglect of duty, violation of law, or for behavior which presents an immediate danger to the safety of other employees or clients and for other just cause.

Section 3

In cases involving the discipline of an employee for other than serious infractions, the Employer shall follow the principle of progressive and corrective disciplinary action taking into account and consideration prior events that have led to disciplinary action. Disciplinary steps shall be the following and shall not be skipped except for serious infractions.

STEP 1 –Cautionary/Verbal Warning

STEP 2 -Written Reprimand

STEP 3 -One (1) to three (3) working day suspension based on severity of case

STEP 4 -Suspension greater than three (3) working days based on severity of case

STEP 5 –Discharge

In cases considered serious, as stated in Section 2, other conditional requirements may be imposed in conjunction with disciplinary action based on the nature of event.

Section 4

A letter of rebuttal for any cautionary warning may be placed in the employee's personnel file.

ARTICLE 16 DISCIPLINARY PROCEDURE (continued)**Section 5**

Records of prior disciplinary actions shall not be used as the basis for future discipline as follows:

- Any cautionary/verbal or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action for the same or similar offense during the one (1) year period.
- Suspensions shall cease to have effect after two (2) years from the effective date of the suspension, providing there is no intervening disciplinary action during the two (2) year period.

Section 6

A letter of rebuttal for any cautionary warning or written reprimand may be placed in the employee's personnel file, which may be reviewed, if it led to a suspension or discharge. Appeals of a suspension or discharge ~~may~~ **shall** be entered at Step 3 of the grievance procedure.

Section 7

Except in such cases where immediate action is necessary, an employee shall be offered a pre-disciplinary hearing before a detached Administrator assigned by the Agency. Such hearing shall be offered in cases where discipline may entail a suspension greater than three (3) days or dismissal.

Section 8

In such cases, the employee and the union shall receive advance notice of the charges, proposed action, date, place and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his/her own behalf in the form of documentation and/or witnesses and the right to have representation of her/his choice. The SEIU District 1199 Administrative Organizer or designee also shall have the option of participating in the hearing. Failure to appear at the pre-discipline hearing absent extenuating circumstances will result in a waiver of the employee's right to a hearing.

Section 9

Employees, who are required to drive vehicles in performing their duties for the Employer, must maintain a valid driver's license and be insured at a minimum of the state mandated level. Employees who either have their license suspended, revoked, lose their insurance, or become uninsurable will become subject to a possible reassignment, reduction, or other action including discharge. Employees are responsible to notify their immediate supervisor at the beginning of the earliest scheduled work day of the Health District upon loss or suspension of their driver's license, loss or suspension of driving privileges, or loss of insurance. Employees required to drive their personal vehicles for Agency business and receiving mileage reimbursement shall be required to provide proof of insurance on January 1, April 1, July 1, and October 1 of each year or when they change insurance companies or coverage.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1

A grievance is an allegation that this Agreement has been violated. The grievance procedure constitutes the sole and exclusive method of resolving disputes between the parties. Matters that are subject to arbitration shall not be subject to appeal by the State Personnel Board of Review.

Section 2

A grievance under this procedure may be brought by any Bargaining Unit employee who believes himself to be aggrieved by a specific violation of this Agreement. Class action grievance (group grievance) is a grievance affecting more than one individual in the Bargaining Unit. Such grievances must be filed by the Union or a Union delegate on behalf of all affected employees at Step 3 of the grievance procedures set out herein.

An employee and/or delegate or witness who participates at grievance meetings with the Employer shall be made whole for such time they would have been scheduled to work. There shall be no payment for time beyond their normally scheduled shift.

Such payment shall be limited to the employee and/or one delegate who represents such employee in the processing of a grievance and non-repetitive witnesses, as set out in Steps 1 through 4 of this Article.

Section 3

A formal grievance shall be reduced in writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1. Aggrieved employee's name.
2. Date of the occurrence which gave rise to the grievance.
3. A description of the incident giving rise to the grievance.
4. Date grievance was filed in writing.
5. Specific articles of Agreement violated.
6. Desired remedy to resolve the grievance.
7. Signature of Employee and a Union Delegate.

Section 4

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee and the Union to the next step in the grievance procedure.

ARTICLE 17 GRIEVANCE PROCEDURE (continued)**Section 4 (continued)**

Any grievance not advanced to its next step within the stipulated time limits by the employee and the Union shall be considered resolved at the last step's reply, unless mutually extended in writing by the parties.

The parties agree to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances.

Section 5

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances. Toward this objective, the following procedure shall be as follows:

Step 1: The employee or delegate shall refer the written grievance to the appropriate supervisor within ten (10) work days of the occurrence which gave rise to the grievance. The supervisor shall have five (5) work days in which to schedule a meeting with the employee and delegate. The supervisor shall investigate and respond in writing to the employee within five (5) work days following the meeting date.

Step 2: If the grievance is not resolved in Step 1, the employee or delegate may refer the grievance to the respective Director within five (5) work days after receiving the Step 1 reply. The Director shall have five (5) work days in which to schedule a meeting with the employee and delegate. The Director shall investigate and respond in writing to the employee within five (5) work days following the meeting. A copy of such reply shall be given to the delegate.

Step 3: If the grievance is not resolved at Step 2, the employee or the Union delegate may refer the grievance to the Health Commissioner within seven (7) work days after receiving the Step 2 reply. The Health Commissioner, or their designee, shall have seven (7) work days in which to schedule a meeting with the employee and delegate. The Health Commissioner or designee shall investigate and respond in writing to the employee and the delegate within ten (10) work days following the meeting.

Step 4: Arbitration – If the grievance is not satisfactorily settled in Step 3, the Union Organizer or other SEIU staff member may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

ARTICLE 17 GRIEVANCE PROCEDURE (continued)**Section 5 (continued)****Step 4: (continued)**

Within seven (7) working days of the submission of a grievance to arbitration, either party may request to discuss its grievance with the assistance of a SERB or FMCS mediator and If jointly agreed, the parties will attempt to utilize the mediation process to resolve the grievance. Time lines will be held in abeyance until conclusion of the mediation session. The Employer and the Union shall agree to request a sub-regional list of seven (7) impartial arbitrators from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall meet or otherwise arrange to select an arbitrator within ten (10) working days of receipt of the list. Each party, prior to striking any names, may reject one (1) list in its entirety in any grievance advanced to arbitration. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, and then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

For subsequent arbitration, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

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

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator at the same hearing.

The decision of the arbitrator shall be binding to the parties in all issues including disciplinary actions resulting in suspension or discharge and matters which are the result of a layoff or recall.

All costs directly related to the service of the arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witnesses. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 18 JOB POSTING AND PROMOTIONS

Section 1 Job Posting

When the Employer determines a Bargaining Unit vacancy exists and wishes to fill it, the Employer shall post a notice of said vacancy on the bulletin board and advertise outside the Agency if they so desire. The in-house notice shall be posted for a period of seven (7) working days, including the day of posting. All current Bargaining Unit members are eligible to apply while posted in house. The posting shall include the following:

- The Agency position title;
- Classification and salary of position;
- Full-Time or Part-Time status;
- General description of duties;
- Required qualifications;
- Person to contact if interested;
- Deadline for submitting application.

Section 2

The Employer will not consider applications filed after the seventh (7th) working day of the posting, including the day of posting.

Section 3 Promotions

All employees who meet the minimum qualifications as determined by the Employer and have applied in a timely manner shall be granted an interview.

When an employee is eligible to move up to a different level within their classification series, the Employer shall not be required to post that job. The classification series that are applicable for the aforementioned provision are as follows:

- Account Clerk I, II, III, IV
- Clinic Services Assistant I, II, III
- Sanitarian-In Training, Registered Sanitarian
- Information Technologies Specialist I, II, III

Section 4

Interviews shall be conducted by the Employer in a manner prescribed by the Employer. The Employer will consider skills, aptitude, education, experience, health and physical fitness, training, seniority, record of effectiveness of performance, and record of tardiness and absenteeism.

Section 5

The Employer shall give first consideration, based on qualifications and ability, to all present Bargaining Unit employees who have indicated an interest in a promotional or lateral transfer.

The Employer shall fill the posted position with the most senior applicant who meets minimum qualifications from the Agency unless another applicant is significantly more qualified from the Agency or outside the agency.

ARTICLE 18 JOB POSTING AND PROMOTIONS (continued)**Section 6**

A copy of all job postings shall be given to a designated representative of the Union at time of posting and electronically to all employees currently listed on the Health District distribution list at the time of posting.

Section 7

An employee who applies for a posted position under this Article, and is subsequently selected and placed in the vacancy, shall serve a probationary period of ninety (90) days. If the employee shows little progress in demonstrating the skills and ability to perform satisfactorily during the evaluation period, said employee shall be returned to the same or similar position the employee occupied prior to the transfer. Additionally, an employee who is in their probationary period may elect to return to their prior position within ten (10) working days.

Section 8

Subject to approval, the Employer shall continue to allow adequate paid time during working hours for employees who are required to maintain certification or licensure by regulatory agencies for the position in which the employee is employed. For any additional elective training, the employee may be required to use approved leave. Employees shall not be unreasonably denied. Immediate termination may result in cases where employees are precluded from performing duties in their respective classification as a result of loss or failure to obtain certification or registration licensure.

ARTICLE 19 PERSONNEL FILE**Section 1**

Upon reasonable notice to the Employer, an employee shall have the right to inspect his personnel file. The employee may compile, date and insert in said file, a list of the documents he finds therein. An employee shall further have the right to place in their file a letter of rebuttal to any record found therein.

Section 2

Reasonable copies shall be supplied to the employee upon request. Copies of transcripts or legal proceedings shall be available upon request at the rate established by the Employer for public records, prepaid to the Employer.

Section 3

Information contained in an employee's personnel file shall only be released in a manner consistent with laws governing public records. The employer shall advise an employee if a public records request has been made for information contained in their personnel file. The public records request will be made available for the employee to review.

ARTICLE 20 SUBCONTRACTING/STUDENT HOURS

Section 1

The Agency will not subcontract services that will eliminate Bargaining Unit positions. The Agency will not reduce employees' hours or eliminate Bargaining Unit positions by supplementing with hours worked by students, contract personnel, or volunteers (except as required by the Agency's grant funding).

Section 2

A student, intern, intermittent or other casual or seasonal employee(s) excluded from the Bargaining Unit, shall not be retained in excess of a total of ten (10) months in any calendar year.

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 1

Schedules of full-time employees shall be determined by the Agency.

Full-time employees scheduled by the Agency to work other than Monday through Friday, shall be scheduled five (5) consecutive days in a work week. For full-time employees, the normal work week shall be thirty-seven and one-half (37 ½) hours per week and normal work day shall be eight (8) hours per day, which shall include a half (½) hour unpaid lunch period scheduled by the Agency to meet the operational needs of the Health District, approximately mid-way through the employee's shift. Lunch is to be scheduled to start at least two hours after the scheduled workday starting time and two hours prior to the scheduled workday ending time.

Section 2

Hours and schedules of part-time employees shall be determined by the Agency. Part-time employees who are scheduled a work day of eight (8) hours shall include a one-half (½) hour unpaid lunch period scheduled by the Agency to meet the operational needs of the Health District, approximately mid-way through the employee's shift.

Section 3

For each three and one-half (3 ½) hour period of work performed, employees shall be allowed one (1) fifteen (15) minute rest period, with pay, scheduled to meet the operational needs of the Health District, as approved by the Employer. Rest periods will not be permitted to be scheduled at the beginning or end of a three and one-half (3 ½) hour work period to enable an employee to arrive late or leave early. Employees arriving later than two (2) hours of their scheduled starting time or leaving within two (2) hours of their scheduled ending time will not be allowed their respective morning and/or afternoon rest period. Employees who are eligible for two (2) rest periods in a work day may be permitted to utilize these breaks in combination with a scheduled lunch period.

ARTICLE 21 HOURS OF WORK AND OVERTIME (continued)**Section 4**

In the calculation of hours, the work week shall begin at 12:01 AM Sunday and end at 12:00 midnight Saturday.

Section 5 Overtime

The Employer shall determine the necessity to schedule overtime and the amount required thereof.

Overtime shall generally be offered to the employees who normally perform such work. Overtime may initially be declined, at which point the work shall be offered by seniority to those employees qualified to do the work within the classification affected. If not accepted as set above, overtime shall be assigned in the inverse order of seniority to those employees qualified to do the work within the classification affected, and such employees must work such overtime when assigned.

Section 6

Schedules other than Monday through Friday anticipated to be regular in nature shall be determined by the employer.

Schedule changes of full-time employees to work other than Monday through Friday shall generally be offered to the employees who normally perform such work. Schedule changes may initially be declined, at which point the schedule change shall be offered by seniority to those employees qualified to do the work within the classification affected.

If not accepted as set out above, schedule changes shall be assigned in the inverse order of seniority to those employees qualified to do the work within the classification affected.

If schedule changes are the result of an assigned change, the affected employee(s) will be provided a two (2) week notice of schedule change, at which point the employee must work the assigned schedule.

Section 7

Overtime is defined as those hours worked in excess of thirty-seven and one-half (37 ½) hours per week or seven and one-half (7 ½) hours per day. Time in the active pay status shall be counted as time worked in computing entitlement to overtime pay.

Section 8

Overtime shall be paid at one and one-half (1 ½) the employee's hourly rate.

ARTICLE 21 HOURS OF WORK AND OVERTIME (continued)**Section 9**

Employees eligible for holiday pay who work the holiday shall be compensated at one and one-half (1 ½) times their normal hourly rate for hours worked in addition to holiday pay. Work on a holiday shall be offered according to seniority. In the absence of volunteers, holiday work shall be assigned according to inverse seniority.

In the event additional staffing is required, employees shall be offered and assigned as set out in Section 5 of this Article.

Section 10

Employees subject to an unanticipated call out shall be entitled to a minimum of two (2) hours pay at the applicable rate. Call outs will result in an employee leaving their residence to handle a problem related to the Agency the employee would otherwise be authorized to handle.

Employees subject to pre-scheduled overtime on the employee's sixth (6th) or seventh (7th) day shall be entitled to a minimum of two (2) hours.

Section 11

Employees shall be compensated at their normal base rate for hours normally scheduled to work for training seminars, educational conferences or professional meetings directly related to the employee's job the Employer permits an employee to attend.

Section 12

Employees shall be compensated at the appropriate rate when attendance is required specifically by the Wood County Board of Health for required training or meetings on behalf of the Agency. Compensation shall also include such reasonable travel time outside an employee's normal working hours.

Section 13

In cases where advanced knowledge of overtime does not exist, the employee shall attempt to notify the Employer and request authorization. If the employee fails to reach the Employer, and reasonably determines the overtime is required, the employee shall provide such service and notify the Employer on the next work day.

The Employer reserves the right to pre-designate conditions or programs where overtime will not be approved.

ARTICLE 21 HOURS OF WORK AND OVERTIME (continued)**Section 14**

The employee may elect to receive compensatory time off in lieu of overtime pay and must select the method of payment when completing daily time sheets. Employees may accumulate compensatory time to a maximum of a seventy-five (75) hour bank. Any overtime credited as compensatory time shall be computed at one and one-half (1 ½) hour for each hour worked.

Section 15

Upon reasonable notice, subject to the approval of the Employer, compensatory time off shall be scheduled in a manner as not to interfere with the efficient operation of the Health District. Compensatory time off shall be scheduled in increments of one-quarter (¼) hour.

Section 16 Flex Time

Upon request of an employee, the Employer may approve a flex-time schedule that meets the operational needs of the Health District. The Flex Time will be within the hours of the work week as defined by Section 4 of this article.

Section 17 Travel

Travel to the Health District and back home generally is not considered work time except during unusual circumstances, such as on call-outs, or when the employee's home is considered the base of operation.

On the employee's sixth (6th) or seventh (7th) scheduled work day, the employee shall be paid mileage from home and back. Travel time from home to first worksite and from last worksite to home does not count as work time on these days. Employees will be paid for a minimum of two (2) hours for work on the sixth (6th) or seventh (7th) scheduled work day.

Section 18

Upon separation for any reason, an employee (or his estate) shall be compensated for any accrued but unused compensatory time to his credit at the time of separation.

ARTICLE 22 BENEFIT ELIGIBILITY

Section 1

All regular part-time employees normally scheduled to work less than seventy-five (75) hours in a bi-weekly pay period shall be limited to fringe benefits of OPERS, under the terms and conditions therein established and sick leave and vacation benefits on a pro-rata basis as prescribed in those Articles.

Section 2

All regular full-time employees who have completed their probationary period and are regularly scheduled to work seventy-five (75) hours in a bi-weekly pay period for the purposes of this Agreement, are considered full-time employees and are entitled to all rights and privileges contained in this Agreement.

Section 3

Accrual of vacation, sick leave, and personal days shall occur at the time payroll processing is completed for the period.

Such time must have been accrued prior to scheduling or use. Accruals shall be based on hours worked in each respective pay period.

ARTICLE 23 WAGE RATES

Section 1

Effective at the beginning of the pay period including January 1, 2013, employees employed will earn compensation based on their designated classification on the appropriate wage schedule as found in Appendix A of this agreement.

Section 2

Employee compensation and reimbursements shall be made by direct deposit when applicable.

ARTICLE 24 LIFE AND MEDICAL INSURANCE

Section 1

The Employer shall continue to provide life, hospitalization, medical care coverage and surgical benefits for all eligible full-time Bargaining Unit employees. The carrier and limits offered shall be determined by the County in conjunction with the Wood County Board of Health under the County's or Health District's policies and procedures.

If at any time the Wood County Board of Health opts out of the county-wide insurance program, or if National health care is adopted, the Employer shall offer to meet and discuss such changes. Should the Health District opt out or is excluded from the County-wide plan, a new plan will be provided at comparable levels of benefits.

Section 2

Such life and health insurance shall be offered and available to eligible full-time employees upon completion of thirty (30) days of service with the Agency at the beginning of the next month.

Section 3

Effective January 1, 2013, employees shall contribute at the same rates as applied throughout the County, per the County Health Plan or Eighty-five percent (85%) of the cost of such health care coverage premium (hospital-medical, prescription, dental and vision) shall be paid by the Agency and fifteen percent (15%) paid by the employee if not participating in the County Plan.

County or Health District policy shall determine employee plan level eligibility.

A premium schedule shall be established for each of the components based on the County's or established rates. Coverage will be designated in the following categories or as designated by County policy:

- Hospital - Medical
- Prescription
- Dental
- Vision

As determined by County or Health District policy, employees based on eligibility, shall select the categories of coverage. Employees eligible for family coverage may opt out or select single coverage in a category(s).

Employees, eligible for single level coverage, may opt out or select coverage in the designated category(s) at the single level. The amount of the monthly premium co-pay will be determined based on the cumulative total of the selected coverage(s).

Section 4

Payment shall be made through payroll deduction. Failure to pay such additional premiums shall result in the loss of insurance benefits to the employee.

ARTICLE 24 LIFE AND MEDICAL INSURANCE (continued)**Section 5**

The Employer shall pay one hundred percent (100%) of the premiums for group term life insurance in the amount of Twenty Thousand Dollars (\$20,000.00) for all eligible full-time Bargaining Unit employees.

ARTICLE 25 VACATION**Section 1**

Employees employed upon execution of this agreement by the Wood County Board of Health shall be eligible for vacation as follows:

All Bargaining Unit employees shall earn vacation according to the schedule set out below based on the employee's anniversary date of service with the Health District. Such time may be used as it is earned except as set out in Section 4 for the first year.

Years of Completed Full-Time Service	Entitlement Maximum Accrual Computation	
	Factor Per Pay Period	Days
More than 1 Yr thru 8 Yrs	3.46	12
9 Yrs thru 15 Yrs	5.19	18
16 Yrs thru 25 Yrs	6.92	24
26 Yrs and Up	8.65	30

Employees in the active pay status for less than seventy-five (75) hours in a pay period shall accumulate vacation leave on a prorated basis rounded to the nearest one one-hundredth (.01) hour.

Section 2

No vacation leave shall be credited for hours worked in excess of seventy-five (75) hours in a pay period. Full-time employees working less than their normally scheduled work hours in a given bi-weekly pay period shall be credited proportionate to the total number of hours of active pay status during the respective pay period. Active pay status for the purpose of this Article shall be hours paid for services rendered, paid leaves, vacation, holidays and sick leave.

Section 3

Upon successful completion of the probationary period and first six (6) months of service with the Health District, employees shall have earned a portion of the appropriate level of entitlement as set forth in Section 1 and will be eligible to use vacation.

ARTICLE 25 VACATION (continued)

Section 4

Prior to June 30, 1988, any employee of the Bargaining Unit that, upon employment with the Health District had carried service credit from any other civil service agency or political subdivision shall continue to earn vacation based on the prior service credit date.

Effective July 2, 2000, all current employees and new employees employed on or after such date shall be entitled to prior service credit for purposes of determining the years of completed service which establishes the rate of vacation accrual.

Prior service credit will be given for prior employment with the State of Ohio or any political subdivision of the State. Such designations include State Agencies whose employees' wages are paid by warrant of the Auditor of State, Ohio National Guard, County, City, Township, Village, State Supported Colleges, Non-private Universities, Municipal, Joint Vocational, or Local School Districts, Tax Financed Boards, Commissions or Public Transportation.

To be eligible for such service credit, employees upon employment shall provide such information necessary as required by the Employer.

No service credit will be given for prior service for employees who retired from their previous employers. Service credit will not be pyramided for time worked at two or more employers at the same time. Prior service credit will be calculated by totaling the number of bi-weekly pay periods in which compensation was received.

Section 5

Vacation requests shall be made from October 1st to December 15th for the following January-December year. If more than one request is made in a Division for the same time period, if scheduling allows, seniority shall prevail. Any vacation requests that are made after December 15th shall be scheduled on a first come, first serve basis by the Division Director in such a manner as to maintain the greatest efficiency of the Health District. Vacation may only be scheduled for days an employee would normally have been scheduled to work.

Section 6

Upon reasonable notice, vacation requests shall be for one-quarter ($\frac{1}{4}$) hour or greater periods subject to the approval of the Agency

Section 7

There shall be no total accumulation greater than two (2) years' entitlement.

Section 8

Upon separation from service, including retirement, an employee with six (6) months or more years of service and has successfully completed their probationary period is entitled to compensation for any accrued but unused vacation leave to his credit at the time of separation.

ARTICLE 25 VACATION (continued)

Section 9

Any accrued but unused vacation credits shall be paid to the deceased employee's estate in case of the death of an employee with six (6) months or more of service and has successfully completed their probationary period.

Section 10

A full-time employee's vacation or sick leave shall not be charged when a holiday is celebrated while the employee is on an approved vacation or paid sick leave.

Section 11

Requests for vacation leave shall not be unreasonably denied.

Section 12

Employees may request to cash out up to fifty percent (50 %) of the employee's annual vacation accrual entitlement as of May 15 of the year of the request. Cash out payments will be made in the first pay period of June. Employees must have taken a minimum of two (2) weeks of vacation in the previous calendar year to the request and must maintain a minimum of two (2) weeks of accrued vacation to their credit at the time of the request.

Section 13

Employees who did not cash out vacation in Section 12, may request to cash out up to fifty percent (50 %) of the employee's annual vacation accrual entitlement as of November 15 of the year of the request. Cash out payments will be made in the first pay period of December. Employees must have taken a minimum of two (2) total weeks of vacation during the current and previous calendar years and must maintain a minimum of two (2) weeks of accrued vacation to their credit at the time of the request.

Employees who did cash out vacation in Section 12, may request to cash out up to an additional twenty-five percent (25%) of the employee's annual vacation accrual entitlement as of November 15 of the year of the request. Cash out payments will be made in the first pay period of December. Employees must have taken a minimum of two (2) weeks of vacation in the previous calendar year to the request and two (2) weeks of vacation in the current calendar year of the request and must maintain a minimum of two (2) weeks of accrued vacation to their credit at the time of the request.

ARTICLE 26 HOLIDAYS

Section 1

The following days shall be considered holidays with pay for full-time employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

In order to be eligible for holiday pay, an employee must work or be in the active pay status the regularly scheduled work day immediately preceding and immediately following such holiday.

Section 2

If any holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If any holidays fall on a Sunday, the Monday immediately following shall be observed as the holiday.

Section 3

In the event of inclement weather or other emergency, the Health Commissioner may close the Health District offices. In such instances, full-time and regularly scheduled part-time employees shall be compensated for hours they normally would have worked on the day(s) of such closure. Such clause is not applicable for programs or events outside normal working hours which are rescheduled due to inclement weather for the convenience of the public.

Events where the employer has closed operation(s) for a period in excess of three (3) consecutive work days shall not be considered a declared emergency under the terms of the agreement that requires compensation. This includes events such as riots, civil disorders, terrorist events, earth quakes, tornadoes, floods, nuclear disasters, or other events that are catastrophic in nature. Should such period of closure include the first (1st) of the month, employees will be paid for such day with no deduction from accrued leave balances.

ARTICLE 27 SICK LEAVE

Section 1

Employees shall accumulate sick leave at a rate of 4.33 hours for each seventy five (75) hours in a bi-weekly pay period in the active pay status at the time payroll processing is completed for the period. Such accumulation shall not exceed fifteen and one one-hundredths (15.01) days in any one year period. Credit is given for all time in active pay status, including vacation and sick leave, personal days, compensatory time, and holidays, and shall accumulate without limit from year to year. No credit shall be given for hours worked in excess of seventy-five (75) hours per pay period as overtime, or for time of any absence without pay.

Employees in the active pay status, as set out above, for less than seventy-five (75) hours in a pay period shall accumulate sick leave on a prorated basis.

Sick Leave is charged in minimum increments of one-quarter (1/4) hour as used. The employee shall be charged for Sick Leave only for days upon which they would otherwise have been scheduled to work and shall not exceed seven and one-half (7 ½) hours in any given day. Sick Leave may be granted for absences due to the following reasons:

- A. Illness, injury, or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or clients.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Bereavement Leave as set out in Article 28 of this Agreement.
- E. Illness, injury or pregnancy condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member, which shall be defined as spouse and dependent children living in the same household.

An employee shall also be entitled to use sick leave for reasons set out in E above for an employee's child, stepchild, mother or father who does not live in their household, not to exceed five (5) days each per year. Additional sick leave may be granted for these designations if such care provided by the employee is medically necessary.

Section 2

In cases where an employee's disabling illness, injury, pregnancy, or other medical condition prohibits an employee from performing the substantial and material duties of their position, the Employer may require the employee begin sick leave or medical leave. Reinstatement shall be subject to the rules and regulations governing such return.

ARTICLE 27 SICK LEAVE (continued)

Section 3

An employee who is ill and unable to report to work shall so notify their immediate supervisor or their designee, one (1) hour in advance of the employees starting time, except for unusual circumstances beyond their control.

If illness or disability continues past the time covered by earned Sick Leave, the employee may be granted a Leave of Absence Without Pay upon application and approval.

Section 4

If the Employer can substantiate the abuse of sick time, either on an individual case or by virtue of a demonstrated pattern, they shall have the right to challenge the use of this time under abuse of Sick Leave. Employees failing to comply with the Sick Leave rules and regulations shall not be paid. Applications for Sick Leave with intent to defraud shall be grounds for disciplinary action which may include dismissal.

After three (3) continuous working days where sick leave is utilized for illness of the employee or to care for a member of the employee's immediate family, a physician's statement or the appropriate FMLA certification will be required.

The Employer may also require verification of receipt of medical attention when the number of frequencies exceeds four (4) occurrences in any fiscal year (January 1 - December 31).

Section 5

The Employer will grant the use of four (4) sick days (7 ½ hour days) per calendar year, to be used as employee's personal days for full-time employees who maintain a bank of accrued unused sick leave greater than sixty seven and one-half (67 ½) hours.

Upon reasonable notice, subject to the approval of the Employer, personal days shall be scheduled in a manner as not to interfere with the efficient operation of the Health District. Personal days shall be scheduled in full day increments.

The Employer will grant the use of two (2) sick days (7 1/2 hour days) per calendar year, to be used as an employee's personal day for part-time employees who maintain a bank of accrued unused sick leave greater than thirty seven and one-half (37 ½) hours.

Section 6

Sick leave benefits shall not apply to any employee whose illness or injury occurred while in the employ of another employer subject to the jurisdiction of Workers' Compensation laws or as the result of action within the control of the employee, such as self-inflicting, committing a felony or similar action.

ARTICLE 27 SICK LEAVE (continued)

Section 7

Upon retirement, any employee who has completed ten (10) or more years of Ohio public service and who has not received a cash out of sick leave balances, nor retired from previous employment, shall be entitled to convert to cash, twenty-five percent (25%) of accrued unused Health District sick leave not to exceed a maximum of thirty (30) days and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

In the alternative, upon retirement, any employee who has completed ten (10) or more years of Wood County service which includes the Wood County Health District or a Wood County appointing authority under the general fund legislative authority of the Wood County Board of Commissioners shall be eligible to convert to cash, accrued unused sick leave as follows:

Payment will be made at the rate of pay which is in effect at the time of retirement under PERS, which includes disability or service retirement with ten (10) or more years. Only Wood County service credit set out above shall be eligible in the calculation of payment.

Years of Wood County Service	Percentage	Not to Exceed Maximum Hours
10	25	240
15	30	288
20	35	336
25	40	384
30	50	480

Years of service will be determined based on the number of years in which compensation was received. When calculating for partial years employed, Twenty-six (26) pay periods shall equal one (1) year. Acceptance of payment eliminates all remaining sick leave credit.

Section 8

There shall be a limited provision for transfer of sick leave between political subdivisions for those employees employed upon or after execution of this Agreement. Transfer of balances not to exceed two hundred and twenty five (225) hours shall only be for those hours unused and where no cash out of sick leave has taken place. Transfer shall only be for a balance from previous employment ending within ten years of hire at the Health District. Carry-over sick leave may be used for absences due to the reasons set forth in Section 1 for sick leave only after all other leave balances have been exhausted. Transferred sick leave balance will be accounted for separately, will not be added to or included in current balances and will not be eligible for conversion to cash as set forth in Section 7.

ARTICLE 27 SICK LEAVE (continued)

Section 9

Employees will be permitted upon signing over Workers' Compensation payments to the Agency to receive and use accrued sick leave. Upon calculating the value of payments received from Workers' Compensation, employees will be credited with the proportionate amount of sick leave (buy back). Such provision is limited to uncontested claims; not to exceed twelve (12) weeks with no further accruals of vacation or sick leave on bought back time subject to Workers' Compensation rules and regulations.

ARTICLE 28 BEREAVEMENT LEAVE

Section 1

Employees shall be entitled to three (3) days paid bereavement leave to attend the services or funeral of a family member. Such bereavement leave will not be deducted from the employee's sick time.

Section 2

Family defined as: Employee's spouse, father, mother, brother, sister, children, step-children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, current step-mother, current step-father, brother-in-law, sister-in-law, or grandchild.

Section 3

In cases where the funeral or service is conducted out of the State of Ohio or where the employee is required to act as administrator of the estate for any of those family listed in Section 2 of this Article, the employee shall be entitled to two (2) additional days paid bereavement leave. Such shall not be deducted from an employee's sick time. The employee is required to provide documentation to support services attended and/or proof of being the administrator.

Section 4

In the event an employee desires additional time off, the Employer may grant the use of additional days to be deducted from an employee's accrued sick time, vacation or compensatory time.

Section 5

Part-time employees shall be eligible for paid bereavement leave as set out in Sections 1 and 3 on a pro-rata basis. Such pro-rata basis shall be defined as one (1) day as set out in Section 1 and one (1) day as set out in Section 3.

Part-time employees shall only be eligible for paid bereavement for days they would have normally been scheduled to work on the day(s) of services or funeral. Additional time may be granted as set out in Section 4.

ARTICLE 29 MEETINGS AND TRAVEL EXPENSES

Section 1

Meetings and travel expenses shall be reimbursed when the Board of Health per the recommendation of the Health Commissioner requires or allows an employee to attend educational conferences, public health and professional organizational meetings, and training seminars. All expenses for parking charges, meeting fees, transportation costs, and lodging must be pre-authorized and supported by receipts before reimbursement will be authorized. Reasonable expenses incurred by the employee while attending a meeting will be submitted to the Board of Health for payment, per review and approval by the Health Commissioner.

Section 2

Only when overnight travel is required, reasonable reimbursements for meals not included in program or registration costs, shall be established and paid on a per diem basis as follows:

Breakfast	\$ 7.00
Lunch	\$12.00
Dinner	\$20.00

Travel plans and arrangements must be pre-approved.

Generally, travel time to a destination and overnight stay the night before will not be authorized when anticipated drive time is two and one-half (2 ½) hours or less and/or the meeting is scheduled to commence at 9:00 am or after.

On partial travel days (days preceded or followed by an overnight stay), employees will be entitled to meals as follows:

- When traveling to a destination on the night before, with travel time starting before 6:30 pm, a dinner meal allowance shall be paid.
- If in attendance or in return travel between 6:30 am and 10:30 am, a breakfast meal allowance shall be paid.
- If in attendance or in return travel between 10:30 am and 2:30 pm, a lunch meal allowance shall be paid.
- If in attendance or in return travel is after 7:00 pm, a dinner meal allowance shall be paid.

On full travel days (days preceded and followed by an overnight stay), employees will be entitled to receive the maximum meal allowance of \$39.00.

ARTICLE 29 MEETINGS AND TRAVEL EXPENSES (Continued)

Section 3

For preapproved out of state travel, the Board of Health may approve an alternate reimbursement schedule or reimburse on actual expenses for meals above the amounts in Section 2.

ARTICLE 30 MILEAGE ALLOWANCE

Section 1

Employees required to use their private automobiles for Health District business shall be compensated at the I.R.S. rate as adjusted.

Section 2

All employees have a commute to work. These commuting miles are not to be compensated for at any time.

Paid Mileage for Employees:

- **Beginning of the work day:** Mileage begins at the first place of Health District business unless the place of business is closer to an employee's home than the employee's normal commute.
- **End of the work day:** Mileage is up to the last place of Health District business unless the place of business is closer to an employee's home than the employee's normal commute.
 - If the first or last place of business is closer to an employee's home than from the employee's home to the Health District, employees are paid only for miles traveled in addition to the length of the normal commute.
 - If the first or last place of business is further from an employee's home than from the employee's home to the Health District, employees are paid for miles and time for travel in excess of the employee's normal commute.

Section 3

When traveling out of county for meetings, training, conferences or other purpose when the daily travel will exceed 110 miles, a Health District provided rental car may be utilized if the cost of the rental car is a savings over the per mile rate. If the employee chooses not to utilize a rental vehicle, the reimbursement will be based on the cost of the rental car and not on the per mile reimbursement rate.

ARTICLE 31 LEAVE OF ABSENCE

Section 1 Family/Medical Leave

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. FMLA will be based on guidelines set forth by the Wood County Board of Commissioners.

Section 2

The Employer may grant in addition to Family/Medical Leave covered in Section 1 of this Article, a leave of absence without pay to an employee.

Employees may apply to the Employer for an unpaid leave of absence. The Employer may grant a leave of absence to any employee for a maximum duration of six months for bona-fide personal reasons of the employee. Such a leave may not be renewed or extended beyond six months.

Such leaves shall be for good cause and subject to approval by the Health Commissioner. An employee must request, in writing, all leaves of absence without pay.

The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. All compensatory time and vacation time must be exhausted prior to any leave without pay. If medical, all sick leave accumulation must also be exhausted prior to any leave of absence without pay.

There shall be no leave granted to permit employees to work elsewhere. An employee, who accepts other employment while on a leave of absence as stated above, shall be deemed to have resigned as of the date that the leave began.

Section 3

An employee on an approved unpaid leave has the option to make arrangements to pre-pay the cost and expense to maintain their insurance through the Health District as allowed by appropriate carrier.

Section 4 Abuse of Leave

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

An employee, who fails to return to duty within three (3) working days of the completion or a valid cancellation, as stipulated above, of a leave of absence without pay, shall be deemed to have resigned as of the date that the leave began.

Section 5 Return to Service

Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the employer.

ARTICLE 31 LEAVE OF ABSENCE (continued)

Section 6 Service Credit

An employee while on an unpaid leave is on an inactive pay status and will not accrue sick or vacation benefits during the period of such leave, nor shall they be entitled to any holiday pay for any holidays falling within such leave.

Section 7 Medical Leave

A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer upon exhaustion of accumulated sick leave upon presentation of evidence as to probable date of return to active work status. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

In cases where an employee's disabling illness, injury, pregnancy, or other medical condition prohibits an employee from performing the substantial and material duties of their position, the Employer may require the employee begin sick leave or medical leave unless other accommodations can be made. Reinstatement shall be subject to the rules and regulations governing such return.

A leave of absence for pregnancy, childbirth, and related medical conditions shall be treated as any other medical or personal leave.

A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.

Leave of Absence Without Pay: An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such laws.

Reinstatement: The employee requesting reinstatement from a medical leave shall submit medical documentation establishing that the disabling illness, injury, or condition no longer exists so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

Failure to be Reinstated: An employee who fails to apply for reinstatement or secure an extension within three (3) work days of expiration of such leave shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

Section 8

Seniority shall not accumulate for the period of an authorized unpaid leave of absence unless for an occupational medical condition or leave subject to the FMLA.

ARTICLE 31 LEAVE OF ABSENCE (continued)

Section 9

At the discretion of the employer, unpaid leaves of absence shall be considered on an objective basis. Said leaves shall not be rejected for discriminatory or capricious reasons.

ARTICLE 32 COURT LEAVE

Section 1

The Employer shall grant paid time off when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision that is performed at a time the employee would have normally been scheduled to work. Such compensation shall not exceed an employee's normal wages and shall not exceed seven and one-half (7 ½) hours for any given day. All compensation received for court or jury duty from such agencies is to be remitted by the employee to the general fund of the Combined Wood County General Health District, unless such duty is performed outside of normal working hours. Employees will honor any subpoena issued to them including those for Workers' Compensation or unemployment compensation. Such court leave shall not apply when appearing in court for criminal or civil cases being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation, and/or compensatory time.

ARTICLE 33 MILITARY LEAVE

Section 1

Military leave shall be granted to eligible employees consistent with provisions of state and federal law.

12-04-0402

January 24, 2012

STATE EMPLOYMENT
RELATIONS BOARD

ARTICLE 34 SAVINGS CLAUSE

Section 1

2013 APR 11 A 9:15

If any provision of this Agreement is held to be unlawful by a court of law, Ohio General Assembly or U.S. Congress, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law or legislative authority, both parties to the Agreement shall meet within ten (10) calendar days for the purpose of discussing implementation of effect of the unlawful provision involved.

If as set out above or in any other case either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after a reasonable period of negotiations.

Section 2

The provisions of this agreement supersede any conflicting provisions of the Administrative Statutes and shall not be subject to appeal to the Ohio Department of Administrative Services (DAS) or the Ohio State Personnel Board of Review (SPBR).

ARTICLE 35 DURATION

Section 1

This Agreement shall become effective July 1, 2012 and continue in force until June 30, 2015. If either party desires to enter into negotiation for a successor collective bargaining agreement, such party shall give written notice of such intent to the other party at least ninety (90) days in advance.

Section 2

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed this 8th day of November, 2012.

Handwritten signatures:
Pamela Butler
William J. Hill
Tom Grabarczyk
Wood County Health District

Handwritten signature:
President

SEIU, District 1199, WV/KY/OH,
The Health Care and Social Services
Employees Union, Change to Win

APPENDIX A – WAGE SCALE**Wood County Health District Wage Schedule**

Effective with the pay-period including January 1, 2013:

		Probationary Rate	Non- Probationary
A	Home Health Aide I Clinical Services Assistant I	11.84	12.24
B	Clinical Services Assistant II\	12.24	12.64
C	Clerical Specialist Receptionist Account Clerk I	12.68	13.08
D	Secretary I Clinical Services Assistant III Account Clerk II	13.12	13.52
E	Account Clerk III	13.60	14.00
F	Account Clerk IV Dietetic Technician Registrar	14.96	15.36
G	Sanitarian-in-Training Information Technologies Support Technician I	17.60	18.60
H	Registered Sanitarian Public Health Nurse II Public Health Nutritionist (RD) Social Worker III Health Educator Information Technologies Support Technician II	22.08	23.08
I	Help Me Grow Project Coordinator Public Health Emergency Response Planner Epidemiologist Information Technologies Support Technician III	23.56	24.56
J	Nurse Practitioner	35.48	37.08

**APPENDIX A – WAGE SCALE
(Continued)**

Wood County Health District Wage Schedule

Effective with the pay-period including July 1, 2013:

		Probationary Rate	Non- Probationary
A	Home Health Aide I Clinical Services Assistant I	12.24	12.64
B	Clinical Services Assistant II\	12.64	13.04
C	Clerical Specialist Receptionist Account Clerk I	13.08	13.48
D	Secretary I Clinical Services Assistant III Account Clerk II	13.52	13.92
E	Account Clerk III	14.00	14.40
F	Account Clerk IV Dietetic Technician Registrar	15.36	15.76
G	Sanitarian-in-Training Information Technologies Support Technician I	18.00	19.00
H	Registered Sanitarian Public Health Nurse II Public Health Nutritionist (RD) Social Worker III Health Educator Information Technologies Support Technician II	22.48	23.48
I	Help Me Grow Project Coordinator Public Health Emergency Response Planner Epidemiologist Information Technologies Support Technician III	23.96	24.96
J	Nurse Practitioner	35.88	37.48

APPENDIX A – WAGE SCALE
(Continued)

Wood County Health District Wage Schedule

Effective with the pay-period including July 1, 2014:

		Probationary Rate	Non-Probationary
A	Home Health Aide I Clinical Services Assistant I	12.64	13.04
B	Clinical Services Assistant II\	13.04	13.44
C	Clerical Specialist Receptionist Account Clerk I	13.48	13.88
D	Secretary I Clinical Services Assistant III Account Clerk II	13.92	14.32
E	Account Clerk III	14.40	14.80
F	Account Clerk IV Dietetic Technician Registrar	15.76	16.16
G	Sanitarian-in-Training Information Technologies Support Technician I	18.40	19.40
H	Registered Sanitarian Public Health Nurse II Public Health Nutritionist (RD) Social Worker III Health Educator Information Technologies Support Technician II	22.88	23.88
I	Help Me Grow Project Coordinator Public Health Emergency Response Planner Epidemiologist Information Technologies Support Technician III	24.36	25.36
J	Nurse Practitioner	36.28	37.88

APPENDIX B BARGAINING UNIT GROUPS
NURSING DIVISION - GROUP 1

Family Nurse Practitioner

Help Me Grow Project Coordinator, Epidemiologist

Public Health Nurse II, Public Health Nutritionist (RD), Social Worker III, Health Educator - Nursing

Dietetic Technician

Clinical Services Assistant III

Clerical Specialist

Clinical Services Assistant II

Clinical Services Assistant I, Home Health Aide

ENVIRONMENTAL DIVISION - GROUP 2

Registered Sanitarian

Sanitarian in Training

ADMINISTRATIVE DIVISION - GROUP 3

Information Technologies Support Technician III, Public Health Emergency Response Planner

Information Technologies Support Technician II, Health Educator - Administration

Information Technologies Support Technician I

Account Clerk IV, Registrar

Account Clerk III

Secretary I, Account Clerk II

Receptionist, Account Clerk I