



Agreement

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Between

Local 7 AFSCME (AFL-CIO)

Ohio Council 8

and the

Lucas County Regional Health District

Board of Health

January 1, 2013

To

December 31, 2015



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ARTICLE 1

PREAMBLE

This agreement entered into by the Lucas County Regional Health District Board of Health, hereinafter referred to as the "employer" and its successor or assignee, and Local 7 AFSCME (AFL-CIO) Ohio Council 8, hereinafter referred to as the "union" has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2

WITNESSETH

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the employer and employees and consideration of the promises, obligations, and undertakings of each party as herein contained, agree as follows:

ARTICLE 3

RECOGNITION

The employer agrees to recognize Local 7 AFSCME (AFL-CIO) Ohio Council 8 as having jurisdiction over and being the sole exclusive bargaining agent for the purpose of establishing wages, hours of work, handling of grievances, working conditions, and all other conditions of employment for all employees in the bargaining unit as described herein.

The employer shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein individually or collectively. Any agreements entered into between the employer and employees covered herein shall be through the President of the union or representative(s) authorized in writing by the President of the union. Any other agreements shall be of no effect.

The classifications included in the Bargaining Unit are set forth herein:

Account Clerk	HIV Specialist
Accounts Payable Clerk	Laboratory Technician
Clerk I	Laboratory Assistant
Clerk II	Medical Assistant

Community Response Planner
Dental Assistant
Dental Hygienist
Dietitian
Disease Intervention Specialist
Epidemiologist
Health Educator
**Health Educator Assistant
**Health Information Specialist

**Pharmacist
Public Health Lead Investigator
Sanitarian
Sanitarian-In-Training
Senior Clerk
Senior Dietitian
Social Worker

••Classification not currently being used

Classification(s) created or position(s) added shall be subject to negotiations between the employer and the union to determine if they are to be included herein. If the employer and the union cannot reach a mutual agreement relative to any new classification(s) or positions(s) within 30 calendar days after the date they were created, then the matter shall be jointly submitted to the State Employment Relations Board for determination. The parties may extend time lines by mutual agreement.

The Union President will be given the names, pay rate (with or without markup) and position of each intern, seasonal, or temporaries that the Board of Health plans on using. Such supplemental workers will not cause the direct layoff of any bargaining unit employee within that funded classification.

The Employer agrees to discuss with the Union in a Labor/Management meeting any work to be performed by each intern, seasonal, or temporary worker.

ARTICLE 4 **PAYROLL DEDUCTIONS**

Section 1. Employees within the bargaining unit shall, within thirty (30) calendar days of this agreement, or their date of promotion, whichever is later, either become members of AFSCME Local 7 or share in the financial support of AFSCME Local 7 by paying to the union a service fee not to exceed the amount of dues uniformly required of members of Local 7.

The employer will deduct current union dues, initiation fees, and equal assessments owed to the union, as well as current union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from all paychecks of the month for

which current dues (payable in advance) and any initiation fees or service charges are due the union. The employer further agrees to remit to the Secretary-Treasurer of the Union or the Comptroller of Ohio Council 8 as directed by the Union Secretary-Treasurer, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein. The Secretary-Treasurer of the union shall certify to the employer the amount of monthly dues and the manner in which dues are to be deducted.

Section 2. Fair share fee payment is a condition of employment for those who choose not to be a member of the Union. Payment to the union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The union agrees to hold harmless the employer against any and all claims which may arise in the employer's implementation of the fair share provisions.

Section 3. The employer agrees to furnish the union at no cost, on a quarterly basis, a list of employees, indicating the employee's name, address, and telephone numbers.

Section 4. The employer agrees to continue its current direct deposit program for employee paychecks as offered by Lucas County. The employee may choose to receive a paper paycheck or elect direct deposit of his/her paycheck. In order to elect direct deposit, the employee must give written authorization to the employer for direct deposit to any authorized credit union or bank eligible to receive Automated Clearing House (ACH) direct deposits and follow the procedures for direct deposit as provided by the employer. The employer's obligation to continue such direct deposit program shall terminate in the event that Lucas County no longer provides such a program.

Section 5. The employer agrees to deduct from employees giving written authorization any monies for the U.S. Savings Bond and United Appeal Programs and remit such withholdings to the proper authorities. The employer's obligation to make such deductions shall terminate in the event that Lucas County no longer offers such deduction programs or the Lucas County Auditor's Office is no longer willing or able to make such deductions from employee's pay.

Section 6. The employer agrees to deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to AFSCME, AFL-CIO, P.O. Box, 65334, Washington, D.C., 20035, along with the appropriate listings.

Section 7. The employer will make available during the term of this agreement the opportunity for all employees to participate through payroll deduction in a deferred compensation program

as offered by Lucas County. The employer's obligation to make such program available shall terminate in the event such program is no longer provided by Lucas County.

Section 8. In the event that the employer no longer utilizes the Lucas County Auditor's office, the above deductions (identified in Section 4, 5, 6, 7 of this Article) shall be made available by the employer or the entity with which the employer contracts for this service.

ARTICLE 5
PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of the agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation, physical handicap, or union activity. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

All references to the employees in this agreement designate both sexes.

The employer agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint, or coercion against any employee activity in an official capacity on behalf of the union.

The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The union agrees not to intimidate or coerce any employee in an effort to recruit membership in the union.

The failure of the employer to apply the provisions herein without harassment or discrimination, when brought to the attention of the union, shall be subject to the provisions of ARTICLE 9 GRIEVANCE PROCEDURE.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. Nothing in this agreement shall be construed as delegating to others the management and direction of the work force, as those are the powers and responsibility vested exclusively in the employer by the citizenry of Lucas County and the State of Ohio. The application of this section shall be in accordance with all provisions of this agreement.

Section 2. The services provided by employees included in the agreement are essential to the public health, safety and welfare. The union and the employer therefore agree, there shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with the services. Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety and welfare, but only after proper arrangements have been made so as not to cause the employees to be considered strike breakers and to properly protect them from any possible bodily harm.

Section 3. The employer will not engage in a lockout of the employees during the term of this agreement.

ARTICLE 7 REPRESENTATION

Section 1. The employer shall recognize three (3) stewards and one (1) alternate steward as bargaining unit representatives of Local 7. The alternate steward shall only be permitted TLCHD union related business when no other regular steward is available. A steward shall have the right to attend the Board of Health monthly meetings with no loss of pay. The employer agrees to provide a steward a written agenda of the meeting at least seven (7) days prior to the meeting or as soon as possible.

The stewards shall be permitted reasonable time to investigate and process grievances, disciplinary actions, and to conduct other necessary TLCHD union business during working hours. Such time as provided herein shall be requested electronically by the stewards, and submitted to the supervisor through the electronic time keeping system specifying the amount of time to be used and the reason(s) for the usage. The date and time to be used by the stewards, must be pre-approved by the supervisor so as to least disrupt operations and staffing levels. This privilege shall not be abused and any abuse shall be subject to disciplinary action.

The current Secretary/Treasurer as of the execution date of this contract will be permitted to attend AFSCME Local 7 union business, to exclude City of Toledo AFSCME Local 7 business, up to 120 hours per calendar year, of which 48 hours will be compensated by TLCHD and 72 hours will not be compensated by TLCHD. For the 72 hours of uncompensated time the current Secretary/Treasurer may use vacation, compensatory time, discretionary days, personal days, or unpaid leave. In addition to the 48 compensated hours, current

Secretary/Treasurer as of the execution date of this contract will be permitted compensated reasonable time for negotiation purposes between the Union and TLCHD. The date and use of time used by the current Secretary/Treasurer must be pre-approved by the supervisor so as to least disrupt operations and staffing levels. This privilege shall not be abused and any abuse shall be subject to disciplinary action.

Section 2. The stewards shall notify their immediate supervisor that he/she is leaving his/her job to handle a problem and shall report when returning to work. The stewards shall notify the affected supervisor that he/she is there to handle a problem.

An authorized representative of the union shall have the right to visit the premises at any time during working hours for the purpose of investigating current working conditions and compliance with the terms herein, and shall have reasonable access to all documents pertinent to the investigation of grievances or disciplines, provided such representative reports to the Health Commissioner or his/her designee, upon entering the premises and such visit is made in such a manner as not to disrupt the operation.

It is the intent of the parties that access to documents will be allowed in the manner that will least interfere with the operation.

Section 3. The union may hold a monthly meeting with all bargaining unit employees to discuss topics of mutual concern to all on work time. This meeting shall be held either at the beginning or at the end of the workday on the premises and shall be scheduled by mutual consent. The date and time for such meetings shall be by agreement with the Health Commissioner or his designee so as to least disrupt operations, and shall be scheduled for no more than one (1) hour.

ARTICLE 8 UNION BULLETIN BOARD

The employer agrees to furnish bulletin boards on each floor of the Toledo/Lucas County Health Department building and one at the Western Lucas County Clinic. The union shall have the right to post union notices or notices of social gatherings on the bulletin boards. No item shall be removed from the bulletin boards without first securing permission from the union. The provisions of this Article shall not be subject to the grievance procedure as provided in Article 9 GRIEVANCES of this agreement.

ARTICLE 9
GRIEVANCE PROCEDURE

It is the mutual desire of the employer and the union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the employer and the union to effect the resolution of grievances at the earliest step possible. The employer shall make a good faith effort to issue grievance awards that specify the individual(s) to be paid the amount by the next full pay period after the award date.

A. Disputes involving interpretation, application, or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth herein, unless otherwise specifically excluded under the provisions of the agreement.

B. The recognized levels of management under the grievance procedure are as follows: the work area designated Director, the Health Commissioner (or designee) and the Board of Health Personnel Committee.

C. The term "days" is defined as Monday through Friday, excluding holidays. Appeals and responses at the various steps shall be considered submitted or received on the actual date of receipt, unless sent via U.S. mail in which case the date of posting shall be considered the date of receipt.

First Step: Director level Within five (5) days of the employee having gained knowledge that a grievance exists, it shall be reduced to writing and presented to the appropriate Director. The grievance shall be submitted on an approved form and must specify the Article of the contract at issue, how the Article has been violated, and when the violation occurred. The director shall answer the grievance in writing within five (5) days and shall present the answer to the employee and the steward.

Second Step: Health Commissioner level If the grievance is unresolved in the First Step, or in the case of a grievance concerning discipline under Article 10, the written grievance shall be presented to the Health Commissioner or his designee by the employee and steward within five (5) days after receipt of the answer in the previous step. The grievance shall be submitted on an approved form as provided in the First Step. The Health Commissioner or his designee shall answer the grievance in writing within five (5) days and shall present the answer to the employee and steward.

Third Step: Personnel Committee level If the grievance is unresolved in the Second Step, notice of intent to pursue the grievance to the Personnel Committee shall be presented to the Health Commissioner or his designee by the employee and the steward within five (5) days after receipt of the answer in the previous step. The written grievance shall then be presented to the Personnel Committee, which shall hear and then present the grievance to the Board at the Board's next regularly scheduled meeting.

Fourth Step: Mediation The Union shall notify the Health Commissioner within 10 days after receipt of the Third Step answer, if the decision of the Board of Health is not satisfactory, that the grievance is being submitted to Mediation. The parties shall meet within five (5) days to arrange Mediation. The fees and expenses of the mediator, if any, shall be shared equally between the parties.

Fifth Step: Arbitration The union shall notify the Health Commissioner or his designee in writing within ten (10) days after receipt of the Fourth Step answer, if the decision of the Board of Health is not satisfactory, that the grievance is being submitted to arbitration.

The parties shall meet within seven (7) days to select an arbitrator after notice has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service, or other mutually agreed service, shall be requested to provide a panel of seven (7) arbitrators. The parties shall select the arbitrator by alternately striking six (6) names from the list. The remaining arbitrator shall hear the grievance.

D. For purposes of computing the time line for receipt of or response to a grievance, day 1 begins the day following the receipt of or response to the grievance.

The arbitrator is mandated to rule on the basis of the evidence and not substitute his/her judgment in lieu of the agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement, nor shall he/she make any decision contrary to law. The decision of the arbitrator shall be final and binding upon all parties. In cases of termination, an arbitration hearing shall be scheduled within 120 days of the last response in Step 3, unless otherwise extended in writing by mutual agreement of the parties.

The fees and expenses of the arbitrator shall be shared equally. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any employee called as a witness by either side will continue to receive their regular rate of pay while attending such a hearing, not to exceed eight (8) hours.

E: Either party may request a meeting prior to the formal response at any step of this procedure. Time limits may be extended by mutual agreement of the parties.

In the event the employer fails to answer a grievance within the prescribed time limits at any step of the grievance procedure, or if the union fails to appeal the answer given to the next step of the grievance procedure within the prescribed time limits, then the grievance will be considered settled against the side which has defaulted. Grievances settled by default cannot be the basis of establishing precedence for the settlement of any other grievances.

The union has the authority to attempt settlement with the employer at any step of the procedure and any settlement reached shall be binding upon all parties.

ARTICLE 10 **COUNSELING**

When it becomes necessary for a supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee may choose to have a Union representative present during counseling if during the time of the counseling there is reason to believe disciplinary action is going to be taken.

ARTICLE 11 **DISCIPLINARY PROCEDURE**

Section 1. An employee may be disciplined for the grounds set forth in Section 124.34 of the Ohio Revised Code or for other just cause.

Section 2. In cases involving the discipline of an employee, the employer shall follow the principle of progressive disciplinary action through a system of oral reprimand, written reprimand, fines from, vacation accrual, future vacation accrual, working suspension, unpaid suspension, and dismissal.

Section 3. No employee shall be suspended, terminated or taken out of the service of the employer without first having been afforded a pre-disciplinary meeting with the Health Commissioner, or his designee, except when it is necessary to immediately suspend the employee pending a pre-disciplinary meeting.

An employee may be suspended pending a pre-disciplinary meeting where the charges are theft, embezzlement of public funds, being under the influence of or the use of alcoholic beverages or possession or use of drugs during working hours, physical violence, offenses involving moral turpitude, or gross insubordination.

Section 4. When an employee is to be suspended, terminated or taken out of the service, the Health Commissioner or his designee, shall have the charges against the employee reduced to writing, with two (2) copies to be served on the employee, and a copy to be delivered to the bargaining agent of the union within five (5) working days of the employer's knowledge of the violation. In the event of a suspension, termination or removal from service, when requested by the Union or employee, a pre-disciplinary meeting shall be held on a date and time mutually agreed upon, no more than five (5) work days after the charges have been served on the employee. In the event the pre-disciplinary meeting cannot be held because of the absence of either party, then it shall be held within three (3) work days after the return of the party.

In the event of a pre-disciplinary meeting, the employee shall have the right to be represented at such hearing by the bargaining agent of the union. The bargaining agent of the union shall have the right to attend any such hearing held where an employee included in the jurisdiction of the bargaining unit is involved.

The Health Commissioner shall review and take into account the information provided in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain sufficient grounds in support of the charges. The Health Commissioner shall make his recommendation to the Personnel Committee on the case at the next scheduled Personnel Committee meeting. If the recommendation of the Health Commissioner is for dismissal or demotion, the Personnel Committee shall then cause a pre-disciplinary meeting to be held to review the matter, hear the information in support and defense of the charges, shall review the matter and render a decision on the sufficiency of the grounds in support of the charges. The decision of the Personnel Committee shall be final, subject to the grievance procedure as provided in this Article and Article 9, Grievance Procedure.

Any action taken against the employee shall be subject to the Grievance Procedure, initiated at the Third Step, as provided herein, at the option of the employee.

Section 5. When it becomes necessary for a supervisor to reprimand an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee may choose to have a Union representative present during a reprimand, when there is reason to believe disciplinary action is going to be taken.

Section 6. In the event the proper procedure is not followed as set forth in this Article, then charges against the employee will be dropped. If an employee goes twelve (12) months with no discipline, his/her record with the Toledo-Lucas County District Board of Health shall be cleared of any discipline upon the employee's written request and removed from the employees personnel file by Human Resources. Disciplinary records will be available for public information request based on Ohio's Public Records Laws.

ARTICLE 12
SENIORITY AND RELATED MATTERS

Section 1. Employees in classifications set forth in Article 3 RECOGNITION, shall be represented by the union once they have satisfactorily completed their probationary period as set forth in Article 12 SENIORITY AND RELATED MATTERS.

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. Employees in classifications included in Article 3 RECOGNITION shall be probationary employees for a period of 60 work days for full time employees and 480 hours for employees working less than a 40 hour week. The probationary period may be extended by mutual agreement of the Board and Union. Said employees shall receive fringe benefits in accordance with Article 23, Health and Welfare, and may use sick leave earned and accrued at TLCHD after 30 days of hire subject to Article 17, Sick Leave. After completion of the probationary period the employee may use any sick leave earned and accrued in accordance with Article 17, Sick Leave, and may use any earned and accrued vacation leave in accordance with Article 22, Vacation. Newly hired employees shall receive holiday pay for holidays that fall during the initial probationary period.

Section 2. Work area seniority shall mean seniority in a classification within the work area and shall be used for preference of vacations, bonus vacations, holidays, assignment of work, use of compensatory time and placement on the overtime rotating list. Work area seniority shall also be used for purposes of alternate and provisional appointments as provided in Article 26 WORKING OUT OF CLASSIFICATION, and Article 13 VACANCIES. "Work Area" means an operational section based on common work and/or site location. Work area shall be as follows:

- A. WIC (Western Lucas County Clinic/Downtown, East Side)
- B. Vital Statistics
- C. Health Services (Downtown and WLCC)

- D. Administration
- E. Environmental Health

Additions or deletions of work areas A through E as identified above shall be by mutual agreement.

Section 3. The employer shall continue to recognize the seniority of former City of Toledo and Lucas County Board of Health employees. Seniority for employees hired after 2/1/00 shall be their actual date of hire. The employer shall recognize previous public service with the State or any political subdivision of the State, for purposes of vacation accrual.

Section 4. The employer will provide seniority lists once every six (6) months. These lists shall be kept up to date and provide the employee's date of employment and current classification. The list shall be posted for all employees to see.

It is incumbent upon the employee to notify his/her supervisor when changing his/her name, address or phone number. Such changes are to be forwarded by the employer, in writing to the union.

Section 5. An employee who is unable to work because of an industrial (service connected) disability, shall continue to accumulate seniority during the period of disability, not to exceed three (3) years duration. Accumulation of seniority during period of disability shall not count toward accrual rates for vacation.

Section 6. Officers and stewards shall have top seniority during their term of office, in that order, regardless of length of service, for the purpose of layoff and recall. They shall return to their original standing on the seniority list at the end of their term of office.

Section 7. Seniority for part-time employees hired after January 1, 2001 shall be calculated as hours worked. Seniority for employees hired prior to January 1, 2001 shall continue to accrue at the full-time rate. Full-time employees hired prior to January 1, 2001 who accept part-time position shall have their seniority calculated as hours worked.

Section 8. In all matters of seniority (except the one normal aggregate overtime rotation list), a sanitarian, upon successful completion of the state required registration, shall have seniority over a sanitarian in training until the sanitarian in training becomes a registered sanitarian. Upon completion employee's seniority date shall be date of hire. In no event shall a sanitarian in training outbid a sanitarian.

Section 9. A bargaining unit employee who chooses to leave the bargaining unit and continue to work in a non-bargaining unit position with the Board shall have his/her seniority frozen for six (6) months. Should the employee return to the bargaining unit within that six (6) month period, the employee will retain his/her seniority. After the six (6) month period, however, seniority shall be broken.

ARTICLE 13
VACANCIES

Section 1. The employer agrees to post all job openings for the period of five (5) days (excluding weekends and holidays). This includes job openings which occur as the direct result of an employee being promoted, terminated, retired, or as a result of a new job being created. Stewards or other union designees are authorized to submit the names of employees on vacation, sick leave, or otherwise absent for application to the posted position.

All bids, position(s), transfers and awarded jobs, including programs, shall be awarded to the successful bidder within the first ten (10) working days after the posting has been closed unless mutually agreed by the Administration and AFSCME. The successful bidder will be notified of an approximate starting date and training period, and will be transferred to his/her new position as soon as his/her replacement is available to succeed him/her, but no later than thirty (30) working days after the effective date. All new hire employees bidding and filling a vacancy will not be allowed to transfer out of that position for a one (1) year period unless mutually agreed to by the Administration and AFSCME. For current employees bidding and filling a promotional vacancy will not be allowed to transfer out of that position for 180 calendar days period unless mutually agreed to by the Administration and AFSCME.

All position postings should include district and program. The position posting should also include the assignment descriptions, along with needed certificate or diplomas for the applied position. All employees awarded positions shall be transferred to the new program in a timely manner within thirty (30) working days after the award date.

Employees who bid on the job shall submit their bids to the Health Commissioner or his/her designee within the prescribed time limits. The posted job shall be awarded to the most senior qualified employee in accordance with the priorities identified below.

Section 2. Subject to the provisions of this Article and Section, the posted job shall be awarded to the most senior qualified employee in accordance with the priorities identified in

Section 3 below. The employer shall take into account the employee's record as a whole for determining the most qualified employee including:

- **job qualifications contained in the job description and/or posting
- **attendance record as a whole including satisfactory attendance per Article 17
- **documented active disciplinary record
- **documented work experience within and outside the Board of Health, including but not limited to work related training and educational courses; and
- **documented job performance including but not limited to job evaluations.

Based upon these factors, if two (2) or more employees are deemed by the employer to be equally qualified, then the position shall be awarded to the most senior employee subject to the provisions of this Article. In the event that no employees who bid on the job are deemed qualified, then the employer may consider other applicants from outside the bargaining unit.

Employees who bid on the job bear the responsibility for ensuring that all verifications of qualifications are in their personnel file prior to the expiration date of the posting. While the ultimate responsibility is the employee's, the employer upon request will advise the employee on how to obtain the necessary verification(s).

A union representative shall be allowed as an observer during any interview as part of the interview process and as part of job evaluation.

Section 3. When a vacancy occurs in a classification represented by the union, protected under Article 3 RECOGNITION, it shall be filled by an employee working in a classification covered by this collective bargaining agreement before being filled from outside the bargaining unit, in accordance with the following priorities:

- A. Recall – as set forth herein.
- B. Reappointment – as set forth herein.
- C. Transfer – as set forth herein.
- D. Voluntary Demotion – as set forth herein.
- E. Promotion – as set forth herein.

If the employer intends to leave the vacancy unfilled, or intends to defer filling the vacancy until some time certain, the employer shall so notify the union within thirty (30) calendar days of the occurrence of the vacancy, which time period may be extended by mutual agreement. Failure to comply with this provision shall require the employer to fill the vacancy immediately, in accordance with the above procedures.

A. Recall. Employees shall have the right to be recalled to any position in the bargaining unit for which they qualify. The laid off employee shall be placed, according to seniority, on the recall list(s) of the positions for which the employee qualifies.

Employees will remain on the recall list for return to the permanent classification they were in prior to the layoff or displacement, for a period of two (2) years. Employees who are laid off or displaced will remain on a recall list to fill vacancies (other than from their permanent classification) in the same or lower salary group of their permanent classification during said two (2) year period.

Laid off employees who refuse recall to their previous classification as of the time of their lay off or to a classification with reduced hours of 10% or less will forfeit their recall rights and their names will be removed from the list. Laid off employees who refuse recall to classification with reduced hours of more than 10% of their previous classification or results in loss of benefits in accordance with Article 23, Health and Welfare, shall maintain their recall rights and their names shall be maintained on the recall list.

Before any vacancies are filled, the qualifications of individuals on the recall list will be reviewed by the employer to determine if they possess the necessary qualifications. Permanent employees who are judged qualified will be recalled by seniority to fill vacancies in the same or lower salary group of their permanent classification.

Employees on the recall list who are determined qualified by the employer will be recalled to fill vacancies at a higher salary group than their permanent classification, provided there are no permanent employees with more seniority. In such cases the most senior qualified employee willing to accept the appointment is to be appointed.

Employees on the recall list who are qualified as determined by the employer will be allowed to fill vacancies in job classifications at the same salary group and/or in a lower salary group than their permanent classification by seniority.

An employee who is promoted through the recall procedure to a higher level position will be removed from the recall list, and this higher level position will then be the affected employee's "permanent classification".

Employees will be contacted by telephone and notified of their recall and must accept or reject the recall within three (3) work days. An employee off work will be sent a certified letter notifying them of the recall, with a copy being sent to the union. An employee's failure to accept or respond to the recall within five (5) work days of receipt of the certified letter will result in the employer recalling the next appropriate employee.

If an employee accepts an opening in a lower classification, he/she will have the right to claim his/her original classification in the event it becomes available within two (2) years. An employee shall remain on the recall list until they are returned to his/her original classification or higher.

B. Reappointment: Incumbents of positions reclassified to a classification having a lower level of responsibility shall be given an opportunity to return to a vacant position in their former classification. If a vacancy does not exist at such time, the name of the incumbent shall be placed on a reappointment list by seniority to the former classification. Any employee's failure to accept a reappointment will result in the removal of the employee's name from the reappointment list.

C. Transfer: A transfer is a movement from a position in a classification to a position in the same classification, for which the employee qualifies. Seniority, among the qualified applicants, shall be the determining factor in establishing priority for transfer requests. An employee transferred may return to this/her former position, with no loss of seniority, during the first thirty (30) work days of the transfer. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth. This is subject to provisions in Section 2 of this Article.

D. Voluntary Demotion: A voluntary demotion is the movement, at an employee's request, from his/her permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform. Seniority shall be the determining factor in establishing priority for voluntary demotion requests.

E. Promotion: Promotional lists shall be comprised of qualified employees who respond in a timely manner to the vacancy posting. Names of applicants shall be placed on the list by seniority. The most senior qualified employee on the eligibility list shall have the right to be appointed to that position. An employee, during the first forty-five (45) work days in a filled vacancy, may return to his/her former position at the election of either the employee or employer. Said employee shall be on probation for the first forty-five (45) work days in the position. An employee who exercises his/her right to return to the former position shall not bid

on another position for a period of one (1) year from the date such employee returns to the former position. This is subject to provisions in Section 2 of this Article.

Section 4. An employee shall not be assigned permanently to a different work area or job assignment unless such assignment is made in accordance with the vacancy procedure. A temporary reassignment of an employee to a different work area or job assignment may be made when there is a temporary absence of an employee, where the performance of essential duties cannot be delayed.

Section 5. When an employee has applied to fill a vacancy and has not been selected, the employer shall inform the employee that he/she has not been selected. Employees may appeal the selection through the grievance procedure. When an employee has filed a grievance under this Article, the position shall not be filled until the grievance has been resolved through the grievance procedure.

Section 6. If, because of reasons of efficiency, it becomes necessary to rotate or adjust the territories of Sanitarians/Sanitarians in Training, or the work areas/job assignments of employees, the parties shall meet to negotiate a rotation or adjustment procedure.

ARTICLE 14

LAYOFF PROCEDURE

Section 1. When it is necessary to reduce the work force for: (a) lack of work, (b) lack of funds, (c) reduction of hours, or (d) job abolishment, seniority from date of hire shall be the determining factor. Any temporary employee shall be laid off before any bargaining unit employee is laid off. The employer will notify the union and employee not less than thirty (30) days prior to the effective date of layoffs that the elimination of positions has become necessary.

Section 2. An employee laid off shall have the right to displace another employee having less seniority in accordance with the following procedure. The employee must fill the position at the earliest possible step.

1. First Step, employees will be offered vacant positions within the same classification within the same salary group, for which they qualify, providing employees conform to the provisions listed in this section.
2. Second step, the employee shall have the right to displace the employee in the

same classification, with the least seniority.

3. Third step, the employee shall have the right to displace the employee in the same salary group who has the least seniority, provided the employee qualifies for the position.

4. Fourth step, the employee shall have the right to drop one or more salary groups and displace the employee in the lower salary group who has the least seniority, provided the employee qualifies for the position.

5. Fifth step, the process shall repeat itself until the employees having the least amount of seniority within the affected classes have been displaced by employees with greater seniority, who have met the conditions set forth herein.

If the options provided under steps 1, 2, or 3 are available then employees do not have the right to accept layoff. Employees would have the right to layoff only in the event the first 3 steps are not available leaving steps 4 and 5 as the only options.

Section 3. A laid off employee will receive the appropriate rate of pay for the salary group of the classification to which they displace into.

Section 4. Recall refer to Article 13 VACANCIES Section 3A.

ARTICLE 15

LOSS OF SENIORITY

Section 1. An employee could lose seniority for any of the following reasons:

- a). The employee resigns his/her position with the employer.
- b). The employee is discharged for just cause, and the discharge is sustained by the Board of Health.
- c). The employee fails to report to work after being recalled.
- d). The employee is absent for five (5) consecutive working days without obtaining an approved leave of absence or notifying the employer and substantiating with medical verification that the employee is sick and/or disabled.
- e). The employee fails to return to work at the expiration of an approved leave of absence.
- f). An employee enters employment for another employer or becomes self-employed, during regular work hours, while on leave.
- g). An employee is laid off continuously for more than two (2) years.
- h). Employee retires.

Section 2. Before any action is taken, the employer must notify the employee in writing and provide a copy to the union. The Health Commissioner shall make his recommendation to the Board on the loss of seniority at the next scheduled Board of Health meeting.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1. The work day shall be the employee's regularly scheduled hours of work with a fixed starting and quitting time and shall consist of consecutive hours, except as broken for the lunch period. The work week shall consist of five (5) consecutive 8-hour days, from Monday through Friday. Employees may flex their work hours Monday through Saturday by mutual agreement between the employee and the Director. Request for flex time will not be unreasonably refused by the employee or unreasonably denied by employer. There shall be two (2) 15-minute paid breaks during each workday, one (1) break to be taken during each half-day work period. Breaks shall not be taken during the first and last hours of the workday. Employees shall be permitted a forty-five minute (45) lunch period between 11:00 a.m. and 2:00 p.m. without pay. Employees may deviate from 11:00 a.m. to 2:00 p.m. lunch schedule under the condition that employee notifies the supervisor as soon as practicable but no later than 1:15 pm for the need for such deviation and the supervisor gives prior approval. Employees may combine a break period with a lunch period if taken between 11:00 A.M. and 2:00 P.M. with prior approval of the supervisor.

Employees who are scheduled to work six (6) hours or less will be provided one (1) fifteen (15) minute paid break during each workday; typically the break will be taken during the middle of the employee's work schedule.

For employees hired after January 1, 2013, the employer can set the work week schedule based on operational needs. The employer may set the work hours to start daily between 6:30 a.m. to 10 a.m. and may schedule the work week Monday through Saturday for the first three (3) years of employment. Upon completion of three (3) years of employment the employee shall receive a set schedule.

Section 2. All work in excess of the regularly scheduled forty (40) hour work week shall be paid at the appropriate rate of one and one-half (1½) the regular rate. Unpaid leave, vacation, sick time, compensatory time, shall not be considered time worked for purposes of calculating overtime as within the regularly scheduled forty (40) hour work week. Holidays shall be

compensated at the rate of double time for all hours worked provided such employee has been credited with forty hours straight time pay in the scheduled work period, with the exception of an emergency call out being compensated at the four hour guarantee at the rate of one and one half (1 ½) the regular rate.

An employee scheduled to work a Saturday beyond the regularly scheduled forty (40) hour work week shall be paid at the appropriate rate of one and one half (1 ½) the regular rate. All compensated time is time worked for Saturday overtime purposes.

All work in excess of the regularly scheduled eight (8) hour shall be overtime and compensated for at the rate of one and one half (1 ½) the regular rate. If an employee takes any paid or unpaid leave during the work day, such paid or unpaid leave shall not count as time worked for purposes of computing overtime in that work day.

All overtime work except in unusual circumstances and/or emergencies shall be previously authorized by the Health Commissioner or his designee. Such authorization shall not be unreasonably denied.

Section 3. A minimum of two (2) hours pay at the appropriate overtime rate shall be guaranteed when an employee has prescheduled events outside of normal work hours. In the event of an emergency call out, the employee shall be guaranteed four (4) hours pay at the appropriate rate and employer reserves the right to assign the work during the entire four (4) hour period. However, if the employee is requested to report back to work prior to, but continuous with the start of his/her work day, for either an emergency or non-emergency event, he/she shall be guaranteed two (2) hours pay at the appropriate overtime rate.

Section 4. An employee who has worked overtime shall be allowed to receive compensatory time in lieu of overtime pay at the appropriate overtime rate, if the employee so elects and employer agrees.

An employee may not accrue more than forty (40) hours of banked compensatory time. Upon reaching forty (40) hours of banked compensatory time, any additional overtime hours worked will be paid at one and one-half (1 1/2) times the regular rate of pay. Compensatory time will not begin to accrue again until banked hours fall below forty (40) hours. Any employee who has more than forty (40) hours of banked compensatory time will be paid at straight time for each hour over forty (40) hours.

Section 5. It is the intent of this section to schedule necessary overtime work as evenly as possible among the employees who are qualified to perform the necessary work. It is also the intent to facilitate overtime scheduling and call outs. When an employee is requested to work overtime and refuses, the employee shall be charged with such overtime. The rotating seniority overtime list shall be established as to job classification according to the employee's classification seniority and work area seniority. For purposes of overtime, Downtown Health Services and Western Lucas County Clinic shall be considered separate work areas. Such list shall be kept current and posted. The rotating seniority overtime list will be reestablished annually at 12:00 A.M. January 1st of each year according to the aforementioned criteria. All overtime hours worked shall become part of the rotating seniority overtime list of all employees.

Once established, the list shall be adhered to in the selection of employees to work overtime except when a particular job requires overtime to be worked contiguous to the shift in order to complete or further the progress on such job, then the employee who has been working the job during his/her regular work day shall be allowed to continue with the same job during the overtime period.

Sanitarians/Sanitarians-In-Training with assigned responsibility for a territory shall be offered overtime initially. Should he/she refuse, the overtime shall then be rotated in order of seniority and qualification, to be offered to Sanitarians, then Sanitarian-In-Training.

New employees being added to the rotating seniority overtime list shall be charged with the hours of the employee having the greatest amount of hours in their classification, plus any hours earned while on probation. Employees who have been promoted, transferred or demoted shall be charged with the average amount of overtime hours and shall be so placed on the rotating seniority overtime list.

Section 6. An employee may refuse overtime. However, where it is imperative that overtime be worked, then a sufficient number of employees on the overtime list shall be required to work the required overtime. When it is necessary to require employees to work overtime, the employees with the least seniority within the appropriate classification shall be scheduled to work.

If any mistakes are made in the assignment of overtime any and all affected employees shall be made whole for their loss. The affected employee(s) may elect compensatory time in lieu of overtime payment.

ARTICLE 17

SICK LEAVE

Section 1. Employees shall be credited with sick days in accordance with the following formula: one and one quarter (1 ¼) day shall be credited for each month of service, not to exceed fifteen (15) calendar days per year. Such day shall continue to accumulate at such rate without any maximum limitations. Amount of sick leave requested must be earned and accrued at the time of the request. Employees with less than one (1) year of service shall be permitted to use sick days, provided that they have completed their initial probationary period.

An employee shall not accumulate sick days while on an unpaid leave of absence of thirty (30) days or more.

Section 2. Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of his/her illness or illness in the employee's immediate family that necessitates the employee's absence from work, or would result in serious hardship to the employee's family. Attendance for an immediate family member in the hospital while undergoing serious medical attention shall be included under this provision

For the purpose of this section immediate family shall include the employee's father, mother, brother, sister, spouse, child, grandparents, or any other relative residing in the household of the employee. Where a special relationship exists between the employee and any other relative for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Health Commissioner.

The employer may, at the employer's discretion, require an employee to provide a satisfactory medical statement from their health care provider as defined in Section 4 of this Article, within 48 hours of returning to work.

Section 3. The employee, while absent on sick leave must notify the immediate supervisor or designee prior to but not later than fifteen (15) minutes after starting time. For illnesses that are expected to exceed one (1) day in duration, other reporting arrangements may be made between the employee and his/her supervisor.

When the use of sick leave exceeds three (3) consecutive work days, on the fourth (4) day or thereafter, when an employee returns to work, the employee shall provide his/her supervisor with a satisfactory medical statement from his/her doctor substantiating the employee's

inability to return to work because of illness. A satisfactory medical statement will be provided within 48 hours from returning to work. Failure to provide satisfactory medical documentation as provided in this Article and Section may result in disciplinary action.

Any absence from duty as the result of a claimed illness or injury may be investigated by the Employer. Consistent with the requirements of FMLA and ADA, the Employer can require medical verification if patterned use of sick leave, excessive sick leave, or abuse of sick leave is suspected. The Employer may take disciplinary action where patterned use of sick leave, excessive sick leave, or abuse of sick leave is substantiated subject to the provisions of Article 10, DISCIPLINE.

When an employee has exhausted sick leave, he shall not be allowed to automatically use vacation or compensatory time. Such use, if allowed, is at the discretion of the Employer. Sick leave time taken without prior approval, i.e. call off, paid or unpaid, shall be taken in no less than 4 (four) hour increments. If an employee is scheduled to work less than 4 hours, then the employee must take leave for the entire time scheduled.

Sick leave time taken with prior approval and/or medical documentation may be taken in no less than 15 minute increments.

Section 4. Employees are required to maintain a satisfactory attendance, defined as using no more than 48 hours of undocumented sick leave per calendar year.

Undocumented sick leave is defined as use of sick leave without satisfactory medical verification. After accumulation of 48 hours of undocumented sick leave satisfactory medical verification will be required for sick leave to be approved. Failure to provide satisfactory medical verification may result in disciplinary action up to and including discharge as follows.

When an employee has utilized 40 hours of undocumented sick leave in any calendar year, the employee will be placed on notice that if the employee exceeds 48 hours of unsatisfactory attendance level the employee shall be subject to progressive discipline in accordance with this section.

When an employee has utilized more than 48 hours of undocumented sick leave and up to 56 hours of undocumented sick leave in a calendar year, the employee shall receive an oral reprimand.

When an employee has utilized more than 56 hours of undocumented sick leave and up to 64 hours of undocumented sick leave in a calendar year, the employee shall receive a written reprimand.

When an employee has utilized more than 64 hours of undocumented sick leave and up to 72 hours of undocumented sick leave in a calendar year, the employee shall receive a suspension.

When an employee has utilized more than 80 hours of undocumented sick leave in a calendar year, the employee may be terminated.

Satisfactory medical verification means using the "Medical Return to Work Form" as provided by the employer or its equivalent submitted within 48 hours from returning to work.

Progressive discipline as it pertains to undocumented sick leave shall be separate from all other disciplines and shall reset every calendar year. The calendar year for this disciplinary track is from January 1 through December 31.

Section 5. In the event of an extended illness of an employee and after having exhausted all accumulated sick days, and if an employee applies for leave donation and no one contributes or the contribution is not sufficient, a request may be made to the Health Commissioner for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and the employee's seniority will be taken into account in determining the eligibility of the employee for such extension, at the sole discretion of the Health Commissioner. The employee shall be notified in writing of either approval or denial within five (5) days.

An employee, who is sick and has no earned or donated sick time remaining and has not been granted, by the Health Commissioner, an extension of sick pay benefits, may apply for a leave without pay as provided herein. The unpaid sick leave may be granted depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick pay has been exhausted unless by mutual agreement this period is extended in writing. Unpaid sick leave taken but not granted is subject to discipline up to and including discharge.

Section 6. Upon retirement or death, an employee shall receive cash payment for one-half (1/2) of his/her accumulated sick leave, not to exceed eighty (80) days payment. For example, an employee with one hundred sixty (160) days or more of accumulated sick leave shall receive eighty (80) days pay.

When an employee dies while in employment, his estate shall receive cash payment for one-half (1/2) of his accumulated sick leave, not to exceed eighty (80) days payment. For example, an employee with one hundred sixty (160) days or more of accumulated sick leave shall receive eighty (80) days pay.

Section 7. Employees shall be granted two (2) discretionary days annually to be deducted from sick leave. In order to qualify for discretionary days, employee must have 40 hours of earned sick time at the time of the request. Said discretionary days shall not be counted when calculating bonus vacation days per Article 19, BONUS DAYS. Employees will give three (3) work days prior notice and have prior approval from supervisor.

Approval of sick leave is conditioned upon employee having accrued sufficient sick leave to cover the amount of leave requested. If an employee calls in sick or otherwise takes sick and it is subsequently discovered that there is insufficient accrued sick time to cover the amount of leave taken, the employee will be considered on leave without pay with corresponding deductions from the employee's payroll.

ARTICLE 18

INJURY PAY

Section 1. An employee who is injured or disabled while in the performance of their duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, shall be carried on the regular payroll of the employer during the period of disability, providing the extent of the injury or disability prevents such person from performing the essential duties of their job and provided further that such period shall not exceed four (4) weeks. The employee must submit "Statement of Attending Physician" verifying the work-related disability and file a claim with the Ohio Bureau of Workers' Compensation to be continued on the regular payroll.

If an employee returns to work prior to the expiration of the initial four (4) week period and is disabled at a later date due to the same injury, the employee may use any remaining portion of the initial four (4) week period and thereafter follow the procedure outlined in these rules.

Section 2. Should such disability exceed four (4) weeks, the employer, upon application by the employee and submission of a "Statement of Attending Physician" verifying the continued disability, may extend the period the employee is carried on the regular payroll. The length of such period, including the initial four (4) weeks and all extensions, shall not exceed one and

one-half (1½) years. Injury pay extension requests, accompanied by a "Statement of Attending Physician" setting forth the illness or injury and the need for additional time, must be presented to the employer no later than one (1) week after the expiration of the initial four (4) week disability period. If the above requirements are not fulfilled, the request for injury pay extension shall not be considered. Following the expiration of the approved leave and all extensions, the employee's entitlement to further benefits will be determined through the Ohio Bureau of Workers' Compensation.

It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by their attending physician and prior to the expiration of the initial four (4) weeks. The employee shall be further obligated to return to active status if they are able to perform partial duties and released to do so by their attending physician.

Section 3. In the event the Bureau of Workers' Compensation should deny any claim, disability pay charged to injury days will be charged to sick, vacation or comp time, as available, and so determined by the employee.

Section 4. Holidays which occur during approved injury disability periods shall be considered ordinary calendar days. Holidays which occur during injury days which are subsequently disallowed shall in no event be charged against the employee's sick day accumulation.

Section 5. The employee shall refund to the Toledo-Lucas County District Board of Health amounts received as temporary total disability benefits under the Ohio Workers' Compensation Law.

ARTICLE 19 BONUS DAYS

Section 1. Full-time employees and part-time employees shall be given bonus days, in accordance with the table set forth below. The bonus days will be prorated based on number of hours worked in previous year.

SICK HOURS TAKEN

MONTHS WORKED	0-24>	25-32>	33-40>	41-48>	49-56>	57-64>	65-72>	73-80>	>81
12	5.0	4.5	4.0	3.5	3.0	2.0	1.0	0.5	0.0
11	4.5	4.0	3.5	3.0	2.5	1.5	0.5	0.0	
10	4.0	3.5	3.0	2.5	2.0	1.0	0.0		
9	3.5	3.0	2.5	2.0	1.5	0.5			
8	3.0	2.5	2.0	1.5	1.0	0.0			
7	2.5	2.0	1.5	1.0	0.5				
6	2.0	1.5	1.0	0.5	0.0				
5	1.5	1.0	0.5	0.0					
4	1.0	0.5	0.0						
3	0.5	0.0							

*** FMLA time is included with sick time in calculating payout of Bonus Days, as allowed by law. Full bonus will be awarded up to and including 24.0 hours (or less) used sick time for a calendar year. Any sick time used over 24.0 hours will result in the deduction of bonus vacation time as outlined in the above chart.

Section 2. Employees shall request bonus time the same as they would vacation time.

ARTICLE 20 LEAVE OF ABSENCE

It is the parties' express intent that this Article shall not be applied or interpreted in such a manner as to cause or constitute a violation of any law, specifically including PL 103-3 known as the Family and Medical Leave Act of 1993; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

Section 1. An employee having completed six (6) months is eligible for an unpaid leave of absence. The unpaid leave of absence may be granted at the request of the employee, upon the approval of the employer in accordance with the rules established herein.

A request for an unpaid leave of absence for a period of five (5) work days or less may be approved by the Health Commissioner without preparing a leave of absence form. An

approved leave of absence will be required when the employee will be absent on his own accord for more than five (5) work days. Request for leave of absence shall be in writing and shall be signed by the employee stating the reason for said leave.

An unpaid leave of absence may be granted for up to sixty (60) calendar days in any calendar year. When an employee returns from an approved leave of absence of sixty (60) calendar days or less, they shall be entitled to return to the position from which the leave was granted. An employee on a leave of absence for more than sixty (60) calendar days shall be entitled to return to the same or similar position, in the same pay grade, from which the leave was granted, except in the case of a leave of absence for the purpose of securing a job related educational experience or an extended illness, including pregnancy, in which the employee shall be guaranteed their position.

An employee on an approved unpaid leave of absence shall continue to accumulate seniority during the period absence. An employee on an approved unpaid leave of absence shall continue to receive all fringe benefits during that period of time. The employee shall receive all fringe benefits for sixty (60) workdays. All medical fringe benefits shall cease after sixty (60) workdays.

Section 2. Employees shall be entitled to two (2) days per year to attend conventions, seminars, and conferences that are union related. The union shall notify the employer at least five (5) working days in advance to using this leave. Additional time may be granted upon request.

Section 3. An employee who is called or enlists into military service shall be placed on an approved leave of absence during the time the employee is required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report back to work in accordance with the law. The employee shall accrue seniority while on such leave as provided, herein.

Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until their return to employment.

Whenever vacancies occur by reason of military leave, appointments may be made for the duration of the emergency or earlier return to service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

An employee who is on short term training duty shall be paid at the regular rate of pay for such period for up to thirty-one (31) calendar days in any calendar year. This pay is not for the purposes of attending monthly organizational or training meetings in a reserve unit. All medical fringe benefits shall cease after thirty-one (31) calendar days.

Section 4. An employee having completed six (6) months will be eligible for a leave of absence without pay to a total of one hundred twenty (120) consecutive days in a calendar year for purposes of the birth or adoption of a child or caring for the child as a result of birth or adoption. The employee shall be entitled to any and all of his/her accrued sick leave, comp time, and vacation leave for maternity purposes before going on leave of absence. The employee may return to work any time after the delivery of the child, with the approval of his/her physician.

Section 5. If an illness or disability continues past the time covered by earned sick leave, vacation leave or compensatory time, the employee shall be entitled to an unpaid leave of absence in accordance with the Ohio Revised Code.

Section 6. A leave of absence for which an employee may be entitled under the Family Medical Leave Act (FMLA) shall be in accordance with the Employer's Family Medical and Military Leave Policy and shall run concurrent with any paid or unpaid leave the employee may be entitled to for the illness or disability.

Section 7 FUNERAL LEAVE. For purposes of this section an employee's immediate family shall include spouse, parent, child, brother/sister, mother-in-law/father-in-law, daughter-in-law/son-in-law, brother-in-law/sister-in-law, stepparent, stepchild, grandparent, grandchild and any other relative residing in the household of the employee.

An employee shall be granted up to three (3) days funeral pay to arrange for and/or attend the funeral of the employee's spouse, parent, brother/sister, or child. An employee shall be granted up to three (3) days of funeral pay to arrange for and/or attend the funeral of, mother-in-law/father-in-law, daughter-in-law/son-in-law, brother-in-law/sister-in-law, stepparent, stepchild, grandparent, grandchild and any other relative in the household of the employee. This time shall not be deducted from the employee's accumulated sick days nor shall it be counted against the accrual of bonus days.

In the event the final day of such period of mourning falls on Saturday, Sunday or a recognized holiday, then the employee shall be allowed the first scheduled workday thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150)

miles, one way, from their residence, an additional two (2) days for travel shall be granted and paid when documentation is presented showing attendance.

An employee may take one (1) or two (2) days to attend the funeral and reserve the remaining days to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) weeks after the date of burial. This benefit shall also be extended when the relative is a veteran being returned for burial.

One (1) day funeral pay shall be granted to attend the funeral of an employee's foster parent, foster child, aunt/uncle, first cousin, and niece/nephew. Where a special relationship exists between the employee and any person for whom the employee would normally not be granted time off, the employee shall furnish an affidavit to the Health Commissioner setting forth the facts as to the special relationship.

In the event of the death of the employee's spouse, parent, brother/sister or child, the employee, upon giving notice shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged against the employee's accumulated sick time but shall not be counted when calculating bonus days.

Section 8 JURY LEAVE. Any employee who is required to serve on the jury of any court of record or attend government hearings shall be paid his/her regular rate of pay during such period. The employee shall remit to the chief clerk of the employer whatever sum is paid to the employee as compensation by the court for his/her services.

Section 9. Upon approval by the Health Commissioner and the Board of Health, an employee is entitled to a maximum of one (1) year of education leave to be taken without pay. During this period an employee shall retain his/her seniority and will be returned to the same or similar position.

Section 10. Any unpaid sick time granted by this agreement shall run concurrent to any unpaid leave of absence provided by the Ohio Revised Code, as may be amended from time to time.

ARTICLE 21

HOLIDAYS

Section 1. The following paid holidays shall be granted to all employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	½ day on New Year's Eve (second half of day)

Section 2. If any of the holidays fall on a Sunday, the following Monday is considered the holiday. If any of the holidays fall on Saturday, the preceding Friday shall be considered the holiday.

Section 3. If additional Federal holidays are declared by an act of Congress and recognized by the State of Ohio and/or if the State of Ohio legislature declares an additional holiday, they shall be granted to employees at the employer.

Section 4. Employees will be eligible to receive holiday pay for the number of hours they would normally be scheduled to work on the day the holiday is celebrated, provided they are in an active pay status.

ARTICLE 21

VACATION

Section 1. All employees shall be entitled to a paid vacation in accordance with the following schedule:

0 to completion of 6 years	13 days or 4 hours per pay
start of year 7 to completion of 13 years	18 days or 5.54 hours per pay
start of year 14 to completion of 20 years	23 days or 7.08 hours per pay
start of year 21 to completion of 24 years	28 days or 8.62 hours per pay
start of year 25	30 days or 9.23 hours per pay
start of year 26	32 days or 9.85 hours per pay

Accrual rates for vacation are based upon forty (40) hour work week. Employees working less than forty (40) hours will earn vacation based on a prorated rate.

Employees with less than six (6) months of service shall not be permitted to use vacation.

Section 2. Seniority shall be used in determining vacation schedules. Employees shall be encouraged to use their vacation the year it is earned, but may, upon notification to the Health Commissioner, carry over vacation, not to exceed 320 hours on their anniversary date. Employees who as of January 29, 2001 had vacation banks in excess of 320 hours shall be permitted to cash out their accumulated time over 320 hours, or maintain their existing bank, however, they may not add additional hours. Employees shall be paid for any vacation time they would otherwise lose as a result of being denied.

Amount of vacation leave requested must be earned and accrued at the time of the request.

The employee must request vacation leave prior to an equivalent number of days requested, i.e., two (2) weeks leave then minimum two (2) weeks prior notice, three (3) days leave then minimum three (3) days prior notice. Written request to use vacation time shall be approved or denied and returned to the employee within ten (10) working days.

Section 3. If an employee becomes ill during his/her vacation, or a member of his/her family becomes ill or dies, as described in Article 20, LEAVE OF ABSENCE such time shall be charged to sick leave or funeral leave, upon notification of the employer. The employee shall provide a written statement from a physician, in the case of illness, or a statement from a funeral director or other representative, in the case of a funeral.

Section 4. An employee at his/her option may use vacation days for religious holidays.

ARTICLE 23

HEALTH AND WELFARE

Section 1 The employer agrees to maintain the same family hospitalization plan(s), life insurance, family dental plan(s), and prescription drug plan(s) for all full time and part time employees as are provided by the Lucas County Commissioners, under the guidelines as outlined in Lucas County Employee Health Benefit Plan eligibility and participation rules, and its amendments.

Section 2 The employer will provide employees with an Employee Assistance Plan such as Workplace Resources for the purposes of confidentially dealing with personal issues both inside and outside the disciplinary process.

When discipline is involved, the parties will fashion discipline so that the remedy will help correct the problem as well as impose a penalty. When an employee is referred to the Employee Assistance Program as a result of the discipline process, the employee shall attend that program or further discipline may be enacted.

The union and the employer shall form a committee of a representative from the union, a representative from the employer, and the coordinator of the Employee Assistance Program to evaluate and assist the Employee Assistance Program.

Section 3 The employer shall provide each employee with a \$40,000.00 life insurance policy.

ARTICLE 24

WAGES

Section 1. Employees will be paid at the Step Rate of the salary provided in this section as follows:

Rates Effective January 1, 2013 through December 31, 2015

Classification	75%	85%	95%	100%
Clerk I	\$10.05	\$11.39	\$12.73	\$13.40
Clerk II	\$12.77	\$14.48	\$16.18	\$17.03
Dental Assistant	\$12.77	\$14.48	\$16.18	\$17.03
Health Educator Assistant	\$12.77	\$14.48	\$16.18	\$17.03
Laboratory Assistant	\$12.77	\$14.48	\$16.18	\$17.03
Medical Assistant	\$12.77	\$14.48	\$16.18	\$17.03
Account Clerk	\$12.91	\$14.63	\$16.35	\$17.21
Accounts Payable Clerk	\$13.46	\$15.26	\$17.05	\$17.95
Senior Clerk	\$14.06	\$15.93	\$17.80	\$18.74
Health Information Specialist	\$15.04	\$17.04	\$19.05	\$20.05
HIV Specialist	\$15.04	\$17.04	\$19.05	\$20.05
Sanitarian in Training	\$16.04	\$18.17	\$20.31	\$21.38
Health Educator	\$16.97	\$19.24	\$21.50	\$22.63

Social Worker	\$17.49	\$19.82	\$22.15	\$23.32
Disease Intervention Specialist	\$17.88	\$20.26	\$22.65	\$23.84
Laboratory Technician	\$18.49	\$20.95	\$23.42	\$24.65
Registered Dietitian	\$18.49	\$20.95	\$23.42	\$24.65
Sanitarian	\$18.49	\$20.95	\$23.42	\$24.65
Public Health Lead Investigator	\$19.49	\$21.95	\$24.42	\$25.65
Community Response Planner	\$19.31	\$21.88	\$24.45	\$25.74
Epidemiologist	\$19.31	\$21.88	\$24.45	\$25.74
Dental Hygienist	\$21.11	\$23.93	\$26.74	\$28.15
Senior Registered Dietitian	\$21.11	\$23.93	\$26.74	\$28.15

Effective January 1, 2014, there will be a zero percent general wage increase.

Effective January 1, 2015, there will be a zero percent general wage increase.

Employees shall be paid biweekly every other Friday. Employees are subject to Lucas County Mandatory Direct Deposit Policy effective 1st payroll of 2013. The pay period shall be for hours worked within a fourteen (14) calendar day period beginning on Sunday and ending on Saturday.

Section 2. Employees will be paid at the Step Rate of the salary provided in this section as follows:

STEP	PERCENTAGES
1 ST Year	75% of Full Rate
2 nd Year	85% of Full Rate
3 rd Year	95% of Full Rate
4 th Year (Full Rate)	100% of Full Rate

Newly hired employees who have a minimum of five (5) years experience in these classifications: dental hygienist, laboratory technician, dietitian, pharmacist, sanitarian, or senior dietitian shall start at the 85% rate, move to 95% rate on 1st anniversary, and 100% rate on second year anniversary. Other positions within the bargaining unit not listed above may be started at the 85% rate, at the discretion of the employer.

Employees who are promoted, transferred, or demoted before completing their third year of Health Department employment shall go to the same step of their new salary group until their anniversary date for that step. A year of service for purposes of the step plan shall mean

twelve (12) full months rather than 2080 compensated hours. Employees who are off payroll more than 20 work days during a year of service shall have their year of service extended by their number of uncompensated work days.

In circumstances where an employee is promoted into a higher classification on a permanent basis, the employee shall be compensated at the higher classification pay rate closest to but not less than 4% of the wage rate the employee was receiving in the position from which the employee was promoted. After employees have completed 2080 compensated hours, they will move to 100% of the new classification rate.

Section 3. Longevity payments shall be made to all employees with five (5) years of continuous service or more. These payments shall be paid at the rate of three percent (3%) of the employee's base hourly rate at the end of their anniversary date and be computed on a prorated basis for those number of scheduled hours worked that year, excluding overtime and any regular hours worked beyond scheduled hours.

Continuous service does not include any service outside the Board of Health.

Section 4. Employees who terminate their employment with the Toledo-Lucas County District Board of Health for any reason shall have their termination pay computed in the following manner.

They shall be compensated for any earned vacation, bonus vacation including any vacation carried over from previous years plus vacation earned the year in which the employee terminated, and comp time.

In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. An employee shall also be paid longevity computed on a prorated basis for those number of hours worked that year.

In addition to the amount set forth herein, employees who retire, or die while in the employment of the Toledo-Lucas County District Board of Health, or who separate from employment shall also receive severance pay for any unused sick time as provided in Article 17, SICK LEAVE.

Section 5.

It is intended that the dental hygienists will remain in active pay status twelve months per year. The employees will be paid 9/12 or 10/12 of the negotiated salary over a twelve month period.

Vacation and sick leave will be pro-rated on a 9/12 or 10/12 basis. It is anticipated that the work schedule for the Dental Hygienist will approximate the school year and the Dental Hygienist will be scheduled to work nine or ten months of the year. If funding is available, the Dental Hygienist program may continue for up to twelve months per year, at the sole discretion of the Lucas County Regional Health District. If Dental Hygienists work beyond nine or ten months, in addition to the 9/12 or 10/12 salary, they will receive their full hourly rate for any additional hours worked beyond nine or ten months.

Section 6.

During the term of this contract from January 1, 2013 through December 31, 2015, all bargaining unit employees hired as of January 1, 2013 shall receive the following personal days:

1. Effective upon the ratification of the contract by the union and approval by the Board all bargaining unit employees shall be granted 1 personal day to be used by December 31, 2013.
2. For calendar years 2014 and 2015 employees shall be granted for each year 2 personal days. One day shall be used between January 1 and June 30, and one day shall be used between July 1 and December 31. Personal days shall not be used adjacent to holidays, discretionary days, or vacation and shall not to be used in last two weeks of the year.
3. Personal days not used within the time frame provided herein will be forfeited and at no time shall they be cashed out.
4. Personal days must be used according to the established call off procedure and in 8 hour increments.
5. It is understood and agreed upon between employer and AFSCME that personal days granted under this section shall expire as of December 31, 2015 and shall not continue beyond the term of this agreement as part of any successor agreement unless specifically negotiated between the parties.

ARTICLE 25

CLOTHING AND EQUIPMENT

Section 1. In the event an employee's clothing is damaged while in the performance of their duties, he/she shall submit a written statement attesting to the circumstances that cause the damage, and all receipts for replacement or repair to the Health Commissioner. The Health Commissioner shall review the facts, and within five (5) working days determine whether or not the employee is to be reimbursed and shall notify the employee in writing.

Section 2. The employer will provide two (2) lab coats for all employees who are required to wear them by the employer at the time of hire. In addition, the employer will provide two (2) lab coats per year each January for all employees who are required to wear them by the employer. The employer will replace any lab coats that are damaged. The employees must turn the damaged lab coats into the employer at the time they are replaced. The employees are responsible for cleaning and are required to turn them in to the employer when they leave employment. The employer will replace any safety vest or nomex suit that is damaged as a result of normal use during the course of employment.

Section 3. The employer shall provide photo identification badges for all employees.

Section 4. The employer shall provide during the term of this Agreement a one-time reimbursement of \$100.00 to all solid waste inspectors and well/septic inspectors toward the purchase of steel-toe boots. This reimbursement shall be provided upon submission of a receipt of purchase by the employee(s) to the employer.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

Section 1. Employees excluded from Article 3 RECOGNITION shall not perform work covered by the listed classifications and ordinarily assigned to employee(s) covered therein. Employee(s) deprived from work by the action of the employer in violation of this Article shall be made whole for their loss.

Section 2. An alternate is an employee who is temporarily assigned to perform duties above the employee's regular classification. An alternate may be temporarily assigned under the following circumstances:

- 1.) To replace an employee who is off for any reason.
- 2.) To fill a vacant position pending the making of a permanent appointment.
- 3.) To temporarily supplement the staffing level authorized in the budget.

Section 3. Any temporary vacancy under this section shall be filled by offering the temporary assignment by seniority to employees in the next lower classification in the same work area. If no employee in this classification and work area is willing to accept the position the temporary assignment will be offered to employees by seniority in each succeeding lower classification

within the same work area until an employee within the same work area accepts the assignment.

If there is no employee within the same work area willing to accept the temporary assignment, it shall be offered by seniority to employees in the next lower classification outside of the work area in which the temporary vacancy exists. If no employee in this classification is willing to accept the position, the temporary assignment will be offered to employees by seniority in each succeeding lower classification until an employee accepts the temporary assignment.

Section 4. Employees required to work above their classification(s) shall be paid the starting rate for said higher classification unless that rate is less than four percent (4%) greater than the rate the employee was earning in his/her regular classification, in which case the employee will be paid four percent (4%) more than his/her regular rate.

If an employee working as an alternate requests compensated time off for one (1) work day, and the employee has sufficient accrued compensable time, the employee will be paid at the alternate pay rate for the day off, provided the employee worked in the alternate position for three (3) of the five (5) work days immediately preceding the requested day off. If an employee working as an alternate requests compensated time off for more than one (1) consecutive work day, and the employee has sufficient accrued compensable time, the employee will be paid at the alternate rate for the days off, provided the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the compensated days off.

An employee may refuse assignment to the alternate position.

Section 5. No employee(s) shall be required to work below their classification(s) if there is an alternate available to fill the position, except that an employee can be required to work below their classification to fill in for a short term unscheduled absence, defined as a duration of less than one (1) day. Employee(s) temporarily required to work below their classification(s) or pay rate shall receive their regular rate of pay.

Section 6. In the event of a natural or man-made disaster or emergencies as may be defined by but not limited to the Homeland Security Act, the Employer shall have the right to require employees to work out of classification. In such circumstances, employees who are required to work above the classification shall be compensated in accordance with this article. Employees who are required to work below their classification shall be compensated at their regular rate of pay.

ARTICLE 27

TRAVEL

Section 1. Forms shall be provided for the adequate reporting of mileage under this section and must be prepared by the employee and submitted monthly. Travel reports are to be submitted on the first regular workday of the month. Mileage shall be paid in accordance with the rates allowed by the IRS.

When it is necessary for an employee to travel outside the county for official purposes, the allowance for meals shall be the IRS per diem rate; however, overnight stays will not be required. Employees shall be reimbursed for reasonable lodging costs.

Section 2. Assignment of employer-owned vehicles to employees shall be made in a manner which will be mutually agreeable to both the union and the employer.

Section 3. Employees who are required to use their private vehicle for work purposes shall be paid mileage as stated herein.

Employees who are required to start work at a location other than the regular work area shall receive mileage commensurate with the distance from the regular work area to the alternate work site via the shortest possible route. Likewise, employees required to complete their job assignment at an alternate work site shall receive mileage commensurate with distance from the alternate work site to the regular work area.

ARTICLE 28

SAFETY

Section 1. The employer shall make provisions for the safety of its employees consistent with the rules/regulations of the Ohio Employment Risk Reduction Standards and such rules as may otherwise be adopted by the Public Employment Risk Reduction Advisory Commission of the Ohio Department of Industrial Relations, Division of Occupational Safety and Health. All remedies shall be pursuant to the provisions of Ohio Revised Code Sections 4167.01 et. seq.

Employees shall be required to use any safety equipment which has been provided to them and follow any safety standards for which the employer has provided training.

The parties will establish a labor/management Health and Safety Committee. The union will be represented on this committee by the three (3) stewards and one (1) other designated union

representative. The employer will be represented by an equal number of members. The Committee shall make recommendations to the employer for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices. The Committee shall meet on a quarterly basis or with such frequency as shall be determined by a majority of the members of the committee.

ARTICLE 29
SUCCESSORS AND ASSIGNEES

Should the employer, during the term of this contract, sell or lease operations that are covered by this agreement, then the purchaser for the lessee shall be informed of the exact terms of this agreement and the sale or lease shall be conditional on the purchaser or lessee assuming all of the obligations of this agreement, including economics, until the next expiration date at which time it will be negotiated between the union and the new employer.

ARTICLE 30
SAVINGS CLAUSE

If any Article or section of this agreement or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such Article, section, or provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is the intent of the parties that should any Article, section, or provision of this agreement be held invalid or inoperable, that Article, section or provision shall be renegotiated in an attempt to provide validity, operability or acceptability to such Article, section, or provision.

ARTICLE 31
SUBCONTRACTING

Except for emergencies involving public health, welfare and safety, the employer shall not subcontract out any work or services which have been or are being performed by employees, nor shall it subcontract work or services that would shrink or inhibit the growth of the bargaining unit. Supervisors shall not perform bargaining unit work except for emergencies involving public health, welfare and safety or during the sixty (60) day posting period. If subcontracting is necessary to be done, notification of scope of work shall be done in writing to the Union.

ARTICLE 32
MAINTENANCE OF STANDARDS

The employer agrees that conditions of employment in its individual operation relating to hours of work, overtime differentials, and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the agreement. It is further understood and agreed that any wages, hours or working conditions agreed to that are in excess of those established herein shall not be reduced.

ARTICLE 33
MISCELLANEOUS PROVISIONS

Section 1. Policies, Procedures and Regulations

All new policies, procedures, or regulations shall be discussed between the employer and the union. All policies, procedures, or regulations shall be reasonable and shall be uniformly applied and uniformly enforced.

When existing policies, procedures or regulations are changed or new policies, procedures or regulations are established, they shall be posted prominently on all bulletin boards for a period of thirty (30) consecutive work days before becoming effective. The employer shall furnish each employee with a copy of all newly established sets of policies, procedures or regulations within ten (10) work days before they become effective. New employees shall be provided with a copy of the policies, procedures, or regulations at the time of hire.

Section 2. Hazardous Weather Conditions

In inclement weather, employees should allow sufficient travel time to arrive at work safely and on time. The Health Department offices, clinics and off-site business locations will be closed only in the most extreme weather conditions; for example, when local or state law enforcement officials have issued instructions for citizens to stay off the streets or when the national weather service advises residents to take cover. In addition, the Health Department offices, clinics and off-site business locations may be closed if in the opinion of the Health Commissioner or his designee, conditions exist which present a delay and immediate danger to the employees and clients of the Health department. Employees will be notified that the business is closed via the local media stations.

When hazardous weather conditions (e.g., blizzard, tornado) warrant the employer to close or delay the opening of the Health Department offices, clinics and off-site business locations, employees shall be paid their regular rate of pay, if not required to work. An employee who has reported to work and is required to continue working shall be paid at the rate of time and one-half (1 ½) for all hours worked after the hazardous conditions are identified.

Two Examples:

1. If the hazardous conditions occur over night and everyone is notified prior to the start of the work day that the business is closed, then everyone would be paid the usual rate of pay. If someone was required to report to work at the start of the day then that person would be granted time and one half (1 ½) pay for the entire day.
2. If the hazardous conditions occur during the workday, e.g., at 2 p.m., the business would close and workers would get their full day pay; however, anyone required to work beyond 2 p.m. would be granted time and one-half (1 ½) after the business is closed (e.g. after 2 p.m.). The worker who worked after the business closed would not get time and one-half for the entire day, just for the period of time (1 ½) after the business was closed.

Unless the business is closed, employees are expected to report to work at their usual start time. When an employee is late for work and a level two emergency has been declared for Lucas County, a two (2) hour reporting time allowance will be granted and the employee may use compensatory time, vacation time or a discretionary day.

Level Three Snow Emergencies. In the event of a level three snow emergency in Lucas County, the Health Department offices, clinics, and outreach services will be closed. In the event of a level three snow emergency in another county, in which an employee lives, that

employee's absence or tardiness will be excused and the employee may use compensatory time, vacation time or a discretionary day for the time away from work.

If the Western Lucas County Clinic or other business sites are closed, the effected employees must report to the downtown offices or use compensatory time, vacation time, or a discretionary day.

Section 3. Job Reclassifications

An employee may request a job audit from the employer. The employer shall provide job audit procedures through the Lucas County Personnel Department.

JOB AUDIT PROCEDURE

1. Employee
 - Written request to Department Head
 - Department Head gives questionnaire
 - Department Head may attempt to resolve
2. Department Head
 - If disagrees
 - Send to Human Resources Department within ten (10) workdays of receipt of request.
3. Human Resources Department
 - Within five (5) work days of receipt of request, send questionnaire (if not submitted)
4. Employee
 - Within ten (10) work days of receipt of questionnaire, complete and return to Human Resources Department.
5. Human Resources Department
 - Within sixty (60) work days of receipt of completed questionnaire, sit down with employee. The steward will sit in as an observer, complete audit. Due to Lucas County Personnel Department work loads, this time may be extended.
6. There will be a Labor-Management meeting before the recommendation goes to the Board.
7. Audits not completed within one-hundred twenty (120) days may be referred to Mediation by either party.
8. Questions of Job Audit shall be resolved under this Article. Job Audit requests cannot be made to any external agency including DAS.
9. The Employer will notify the Union when a job audit is requested. The Employer will

provide the name of the employee requesting the audit, and their classification.

10. The effective date and retro will be 90 days from the date the audit was stamped "received" in Human Resources or when it is approved the Board, whichever is earlier.

If a job audit results in a lower classification, the current employee would remain in their current classification at the same pay. When the position becomes vacant, the Employer can reclassify the position.

Section 4. Registration Fees

The employer agrees to pay the yearly registration fees for all employees required to maintain license/registration by the employer, or as a matter of law. Employees shall be reimbursed for payment of such fees upon submission of proof of payment by the employee. The employer agrees to pay for the cost of the sanitarian registration examination for sanitarians in training and provide necessary time off for the examination with pay on a one time only basis.

Section 5. Conferences

Employees shall be entitled to attend educational meetings, conferences or seminars that are job related with prior approval from the employer. Maximum time allowed for such meetings is six (6) days for Sanitarians, Health Educators, Health Information Specialist, Public Health Lead Investigator, HIV Specialist, Community Response Planner, Nutritionists, Pharmacists, Dental Hygienists, Social Workers, Epidemiologists, and Disease Intervention Specialists and three (3) days for all other employees for which salary will be paid to attend such meetings, conferences and seminars.

Expenses for such conferences, including mileage, shall be paid by the employer up to \$300 per year, which amount is non-accumulative. The employer shall assume expenses for clerical employees to attend such meetings, conferences or seminars up to \$200 per year, including mileage, which amount is non-accumulative.

Educational meetings, conferences or seminars mandated by the employer shall be in addition to the six (6) days aforementioned in this Section. Expenses shall be assumed by the employer. All clerical employees may attend job related educational meetings, conferences or seminars with the prior approval of the employer. The employer will assume expenses for the clerical employee's attendance at the aforementioned programs.

Employees desiring additional time in a year for meetings, conferences or seminars, must use vacation time or take a day off of payroll. A request may be made to the employer for additional pay for time for meetings, conferences or seminars, but the granting or refusal of

such request shall be at the sole discretion of the employer. Any employee desiring to attend meetings, conferences or seminars on any one (1) day or days must notify the employer at least five (5) working days in advance to using such leave. The number of employees attending meetings, conferences or seminars on any one (1) day will be at the discretion of the employer so as to assure sufficient number of employees will remain on duty to provide essential services.

In the event the employer requires that employees meet certain educational standards, in addition to those presently established, the employer agrees to pay for such course work, not to exceed ten (10) hours per quarter or semester.

Section 6. Tuition

The Board shall reimburse tuition cost for any one course per academic session when a Public Health Academic Path can be established for a position at the Lucas County Regional Health District for courses taken at any educational accredited college or university, per calendar year in accordance with the following conditions:

- Course is preapproved by the Director
- Passing grade of C or better
- Documentation of course completion
- Reimbursement is submitted within 60 days of receipt of final grade

The Board will reimburse the cost of tuition within the maximum amount set in this section for any one course per academic session toward a degree per unit member, per year in accordance with the following schedule: 75% upon achievement of an A or the equivalent thereof, 60% upon the achievement of a B or the equivalent thereof and 50% upon the achievement of a C or the equivalent thereof. Academic session means semester or quarter hours as designated by the college or university. Upon presentation of documentation indicating that the employee has achieved the above grade, the employee will be reimbursed for the cost of the course pursuant to this section. Tuition cost not to exceed \$3,500 per year for the entire bargaining unit. Tuition cost will be reimbursed upon presentation of documentation indicating completion of the approved course.

Section 7. Training Material

Then employer, to the best of its ability, will provide training materials, registration, licensing, certification, etc., as required for employment.

Section 8. Liability Insurance

The employer agrees to maintain liability insurance for employees.

Section 9. Immunizations

The employer agrees to provide immunizations that are required by the Health Commissioner, at no cost to the employee.

Section 10. Accounting of Accrued Time

On a monthly basis, the employer shall provide each employee with an updated account of his/her accrued sick time, vacation time and comp time.

ARTICLE 34
TERMINATION

This agreement shall remain in full force and effect until the thirty-first (31st) day of December, 2015. Negotiations shall begin no later than November 1, 2015, and the agreement shall remain in full force and effect during the period of negotiations.

APPENDIX A
LEAVE DONATION PROGRAM

1. SCOPE

This policy applies to all AFSCME bargaining unit employees under the appointing authority of the Lucas County Regional Health District Board of Health.

2. PURPOSE

The Leave Donation Program is to allow employees to voluntarily provide assistance to eligible co-workers who are in need of paid leave due to a serious illness or injury involving the co-worker or a member of his/her immediate family.

3. POLICY

As permitted by Ohio Revised Code 124.391, the Lucas County Regional Health District Board of Health will allow eligible employees to donate accrued but unused sick leave, vacation and personal time on a limited basis to another eligible employee who has a qualifying serious injury or illness, or who has a covered family member who has a serious injury or illness, as defined below. Employees will only donate to, and receive donations from, employees within this agency.

4. PROCEDURE

A. Eligible Employees

In order to DONATE sick leave, an active employee must have a balance of at least 120 hours of sick leave after deducting the total donated hours. There is no minimum balance requirement to donate vacation or personal time.

In order to RECEIVE donated leave, an employee must:

1. have completed his/her initial probationary period, and
2. have a qualifying serious illness or injury, or have an immediate family member who has such, and
3. have no available leave time (sick, vacation, compensatory or personal), and
4. not be receiving other disability-related benefits (i.e., disability insurance, workers' comp, etc.), and
5. not have active discipline in their personnel file related to excessive use of sick leave, abuse of sick leave, unauthorized absence, or pattern use of sick leave.

B. Qualifying Illnesses and Injuries

Leave may be donated for each serious illness or injury involving the employee or a member of his/her immediate family that requires hospitalization and/or absence from work in excess of ten (10) consecutive workdays, with at least five (5) of the workdays being without pay, for each specific case of serious illness or injury.

For purpose of this policy, "immediate family" is defined as the employee's spouse, children (biological, step, adopted or foster), parents, grandparents, siblings, or a legal guardian or other person who stands in place of a parent (in loco parentis).

Normal pregnancy and child care are not considered to be a serious illness or injury for the purposes of this policy.

Eligibility for Family & Medical Leave (FMLA) is a separate matter and does not guarantee that an individual will be eligible to receive donated sick leave.

C. Requesting, Receiving & Using Donated Leave

Eligible employees requesting donated leave will complete the proper application and return it along with appropriate medical certification to the Health Commissioner or his/her designee. The Health Commissioner or his/her designee shall review the request to ensure that the employee is eligible as defined by paragraph 4, #A and #B. With the written permission of the employee, approved requests shall then be communicated to co-workers. Requests that are denied may be appealed to the Health Commissioner or his/her designee.

An eligible employee may receive a maximum of 1,040 hours of donated leave per each specific approved and covered incident.

Employees using donated leave shall be considered to be in an active pay status and shall accrue sick and vacation leave and be entitled to any benefits to which they would otherwise receive. Any sick and vacation leave that is accrued must be used in the following pay period before donated leave can be used.

Donated leave shall never be converted into a cash benefit; it shall only be used to cover the eligible work hours that the affected employee would have regularly been scheduled to work each week. Employees who use donated leave will have those hours counted as absences for the purposes of determining eligibility for attendance-related bonuses, if applicable, unless the leave is covered under FMLA.

D. Donating Leave

Participation in this program is strictly voluntary. No employee is to be directly solicited to donate leave, nor shall any employee be forced to donate.

Leave may only be donated in eight (8) hour increments. Employees donating leave must specify the types and amounts of leave being donated (*for example, "24 hours total = 8 hours sick leave and 16 hours vacation"*) on the leave donation form.

An employee may donate sick leave only if he/she will still have a balance of at least 120 hours after the donated hours are deducted.

Employees wishing to donate leave must complete and return the proper application to the Health Commissioner or his/her designee, who will date stamp each form in the order it is received. Once the appropriate balances have been determined, the donated leave shall be

used in the order in which it was donated. In the event that there are multiple donors giving more than eight (8) hours each, the donation will be taken eight (8) hours per person before going back and deducting in excess of eight (8) hours from any individual.

The maximum number of hours that may be donated by an employee is a total of 80 hours per calendar year.

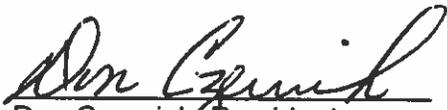
Leave that has been donated and used may not be returned to the donor, and the donor is not entitled to any compensation for the donated leave. Any donated but unused leave shall be returned to the donor.

Any hours donated will not be counted against the donor for purposes of determining eligibility for attendance-related bonuses, if applicable.

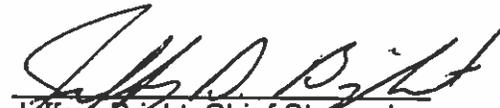
Signed this 21st day of NOVEMBER 2013.

FOR THE UNION

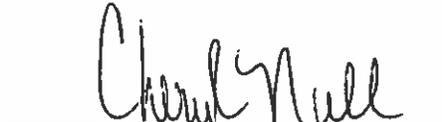
FOR THE TOLEDO-LUCAS COUNTY
DISTRICT BOARD OF HEALTH

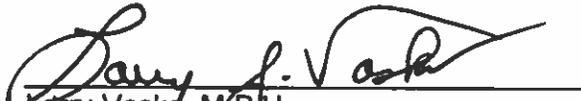

Don Czerniak, President
AFSCME Local 7

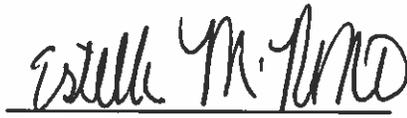

Donna A. Woodson, M.D., President
Toledo-Lucas County Health Department


Jeffrey Bright, Chief Steward
AFSCME Local 7

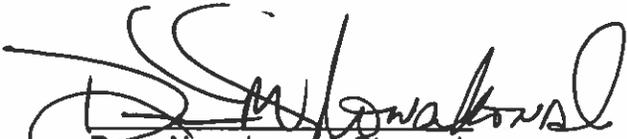

David Grossman, M.D.
Health Commissioner

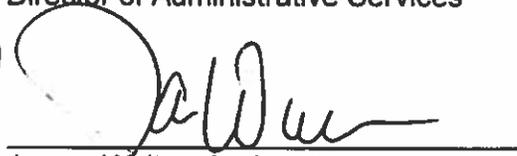

Cheryl Null, Secretary-Treasurer
AFSCME Local 7

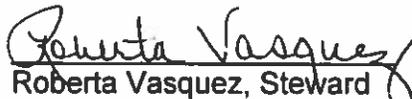

Larry Vasko, M.P.H.
Deputy Health Commissioner

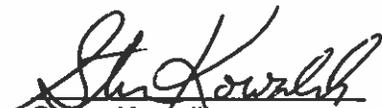

Estella Nino, Steward
AFSCME Local 7


Joanne Melamed
Director of Administrative Services


Dena Nowakowski, Steward
AFSCME Local 7


James Walter, Assistant
Prosecuting Attorney


Roberta Vasquez, Steward
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