8/19/2013
FINAL

13-MED-04-0425
1289-01
K29912
08/30/2013

AGREEMENT

Between

THE LAKE COUNTY GENERAL HEALTH DISTRICT

With

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 3622 (UNION)

Effective

August 1, 2013 through July 31, 2016

INDEX

Article Number	Description	Page Number
1	Agreement	1
2	Recognition	2
3	Non-Discrimination	4
4	Management Rights	4
5	Dues Deduction	6
6	Local Union Activity	9
7	Probationary Period	10
8	Grievance Procedure	11
9	Seniority	16
10	Layoff and Recall	18
11	Job Posting	20
12	Work Rules	22
13	Disciplinary Procedure	24
14	Time Keeping and Tardiness	27
15	Confidentiality of Records	28
16	Hours of Work and Overtime	29
17	Benefit Eligibility	31
18	Vacation	32
19	Holidays	36
20	Sick Leave	38
21	Bereavement Leave	44
22	Wages	45
23	Life and Medical Insurance	50
24	Health Department Required Meeting & Travel Expenses	53
25	Jury Duty	55
26	Leave of Absence	56
27	Labor-Management Committee	60
28	Personnel File	60
29	Bulletin Board	61
30	No Strike -- No Lockout	62
31	General Provisions	63
32	Savings Clause	64
33	Duration	64

ARTICLE 1

AGREEMENT

Section 1.

This Agreement is made and entered into by and between the Lake County General Health District (hereinafter referred to as the "Employer"), and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 3622 (hereinafter referred to as the "Union").

Section 2.

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

Section 3.

The parties further agree, this Agreement covers all employment provisions and shall not be subject to the Ohio Department of Administrative Services purview or jurisdiction.

ARTICLE 2

RECOGNITION

Section 1.

The Lake County General Health District hereby recognizes the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 3622 as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters related to wages, hours, and terms and conditions of employment for all eligible employees included in the Bargaining Unit as set out in Section Two (2) of this Article.

Section 2.

Included in the Bargaining Unit are all employees serving in the following non-professional and professional classifications:

Non-Professional and Professional Unit: Home Health Aide, Clerical Specialist, Associate Health Educator, Clerical Specialist/Translator, Deputy Registrar, Certified LPN, Family Support Specialist, Diet Associate (WIC), Public

Health Sanitarian (PHS) I, Health Educator, Preparedness Specialist, Public Health-Nurse (PHN) II, Public Health Sanitarian (PHS) II, Registered Dietician, Service Coordinator, Social Worker II, Public Health-Nurse (PHN) III, Public Health Sanitarian (PHS) II Specialist, Plumbing Inspector.

Section 3.

Excluded from the Bargaining Unit are all other employees serving in a management, supervisory, confidential, seasonal and/or casual, or sub-contracted capacity with the Employer including: Health Commissioner, Director, Physician, Senior Manager, Finance Manager, Administrative Secretary, Supervisor, Data Office Manager, Administrative Clerical Specialist.

Section 4.

The Employer shall notify AFSCME Ohio Council 8, when a new job title is established during the term of this Agreement. If not mutually agreed to between the parties for inclusion in the Bargaining Unit, clarification may be sought from SERB by either party pursuant to their rules and regulations solely to determine whether said classification shall be included in the Bargaining Unit.

ARTICLE 3

NON-DISCRIMINATION

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 4

MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Health District in all aspects, including, but not limited

to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. These rights included, but are not limited to:

A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;

B. To plan, direct, control and determine the operations or services to be conducted by employees of the Employer;

C. To determine the methods, means, number of personnel needed and establish the standards of such work;

D. To direct the working forces; to schedule and assign work, including overtime;

E. To hire and assign or to transfer employees within the Health District;

F. To promote, suspend, discipline or discharge for just cause;

G. To lay-off or relieve employees;

H. To make, publish and enforce rules and regulations;

I. To introduce new or improved methods, equipment or facilities;

J. To contract out for goods and services;

K. To determine if and when job vacancies exist, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

L. To require employees to meet physical and educational standards in accordance with regulatory agencies;

M. To maintain the security of records and other pertinent information;

N. To determine and implement necessary actions in emergency situations.

ARTICLE 5

DUES DEDUCTION

Section 1.

The Employer and the Union agree that membership in the Union is available to all employees occupying classifications that have been determined as appropriately within the Bargaining Unit.

Section 2.

Union membership dues of any employee eligible for membership in the Bargaining Unit may be deducted upon receipt by the Employer of AFSCME Public Sector Authorization/ Membership and Checkoff Card signed individually and voluntarily by the employee within thirty (30) days of the signing of this Agreement.

Section 3.

All Bargaining Unit employees who are not dues paying members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All new employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Comptroller of AFSCME Ohio Council 8.

The deduction of the fair share fees shall be made in

accordance with the regular dues deductions as provided herein and with an established rebate procedure on file with SERB, which shall be equally afforded all employees covered by this Agreement in compliance with applicable state or federal law.

The Union shall indemnify and save the Employer harmless against any liability that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Section.

Section 4.

The amount to be deducted shall be certified in writing to the Employer by the Union. Changes in the amount of dues deducted shall require thirty (30) days advance written notice to the Employer.

Section 5.

The Employer shall be relieved from making dues deductions upon an employee's (a) termination of employment; or (b) transfer to a job other than one covered by the Bargaining Unit; or (c) lay-off from work; or (d) an approved unpaid leave of absence; or (e) written revocation of the dues deduction authorization under Section 6 of this Article; or (f) upon termination of the Agreement.

Section 6.

Quarterly, the Employer will provide to the Union (AFSCME-Ohio Council 8) in hard copy, a list of all bargaining unit employees that shows names, addresses, date of hire,

classification, and all employees added or dropped from the previous list.

Section 7.

The employees and the Union agree to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any Department of the Employer for the purpose of complying with the provisions of this Article. Disposition of funds remitted to the Union are the sole and exclusive obligation and responsibility of the Union.

Section 8.

Bargaining Unit employees who become members of the Union during the term of this Agreement and authorize dues deductions pursuant to the provisions of this Article shall have a thirty (30) calendar day period upon submitting a dues deduction authorization form and a thirty (30) calendar day period prior to the expiration date of this Agreement in which to revoke such dues deductions by giving written notice by personal service or certified mail return receipt to the Employer and the Union. Other dues deduction revocations at any other time during the life of this Agreement by Bargaining Unit employees will not be honored by the Employer.

ARTICLE 6

LOCAL UNION ACTIVITY

Section 1.

The Local Union shall, within thirty (30) days after the execution of this Agreement, provide the Health District with a list of its representatives designated to represent the Bargaining Unit. The Local Union shall promptly advise the Employer of any changes in designated representatives.

Section 2.

A representative of the Local Union who participates at grievance meetings with the Employer shall be made whole for such time they would have been normally scheduled to work. Such payment shall be limited to one Local/Union representative in processing of a grievance. To the extent possible, the Union agrees that the same representative will represent a grievance throughout the grievance procedure.

Section 3.

Without loss of pay, the Employer shall allow a Local Union representative to participate for up to one-half hour, during the first step of a new hire orientation procedure. Such time shall be allowed as not to interfere with the operations of the Employer.

ARTICLE 7

PROBATIONARY PERIOD

Section 1.

All newly hired employees of the Lake County Health District shall serve an initial probation period. The probationary period shall be one hundred forty five (145) calendar days. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, suspend, or discipline such employees.

Section 2.

Probationary employees shall be afforded Union representation and those benefits as defined and set out in this Agreement, but shall not be afforded access to the grievance procedure or disciplinary process defined in this Agreement while serving the probationary period. Probationary removals shall be governed by the rules and regulations of the State Personnel Board of Review and shall be their exclusive remedy.

Section 3.

Permanent employees who through transfer or promotion are placed in a new position, shall serve a probation period of one hundred and twenty (120) days. If during this probationary period, the employee fails to demonstrate that he or she can completely and satisfactorily perform the duties of the position, the Employer may return the employee to their same or similar position, providing such position exists, and those who may be effected by the result.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and waive any right of appeals through the State Personnel Board of Review, except as set out in Article 7 - Probationary Period.

Section 2.

A grievance under this procedure may be brought by any Bargaining Unit employee who believes himself to be aggrieved by a specific violation of this Agreement. Where a group of Bargaining Unit employees desire to file a grievance involving an alleged violation which affects each member in the same manner, one employee, selected by such group, shall process the grievance.

There shall be no solicitation of grievances by representatives of the Union.

Section 3.

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

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

Failure to so cite said information shall relieve the Employer of any obligation to process the grievance.

Section 4.

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

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

Section 5.

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

STEP 1 - The employee or Local Steward shall refer the written grievance to the appropriate supervisor within seven (7) work days of the occurrence which gave rise to the grievance. The supervisor shall have seven (7) work days in which to schedule a meeting with the employee and the Local Steward. The supervisor shall investigate and respond in writing to the employee within ten (10) work days following the meeting date.

STEP 2 - If the grievance is not resolved in Step 1, the employee or Local Steward may refer the grievance to the respective Department Head within seven (7) work days after receiving the Step 1 reply. The Department Head shall have seven (7) work days in which to schedule a meeting with the employee and Local Steward. The Department Head shall investigate and respond in writing to the employee within ten (10) work days following the meeting. A copy of such reply shall be given to the Local Steward.

STEP 3 - If the grievance is not resolved at Step 2, the

employee or the Union may refer the grievance to the Commissioner within seven (7) work days after receiving the Step 2 reply. The Commissioner, or designee, shall have seven (7) work days in which to schedule a meeting with the employee and Union Representative. The Commissioner or designee shall investigate and respond in writing to the employee and the Union within ten (10) work days following the meeting.

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

The Employer and the Union shall agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS), selected from a Sub-Regional pool, within ten (10) working days of submission of the request for arbitration. The parties shall arrange to strike names and select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

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

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

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

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator at the same

hearing.

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

ARTICLE 9

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the Lake County Health District from the last date of hire. An employee shall have no seniority for the probationary period provided in Article 7, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 2.

Seniority shall be interpreted as service credit for purposes of establishing benefits and rights set forth in this Agreement.

Each hour in the active pay status shall equal one (1) service credit. Two thousand eighty (2080) hours of service credit shall equal one (1) year.

Section 3.

Seniority shall be terminated when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. Is laid off for a period of more than twelve (12) consecutive months;

D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within ten (10) work days from the date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the Agency's records);

F. Retires;

G. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 4.

The Employer agrees to establish a seniority list containing employees' names and service credit. Such list shall be updated

and posted quarterly by the Employer.

ARTICLE 10

LAYOFF AND RECALL

Section 1.

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

Section 2.

The Employer shall determine which classification series shall be subject to reductions. Within those classification series, the following order shall be followed based on service credit with the Lake County Health District, starting with employees with the least service credit:

A. Seasonal or temporary employees in the respective classification series.

B. Probationary employees in the respective classification series.

In the event of further reductions in force, employees will be laid off from the affected classification series in accordance with their agency service credit.

Section 3.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled, in the inverse order of their layoff.

Section 4.

If an employee is recalled to a lower rated position within their classification series, they shall have the right to return to the job classification they held prior to being laid off, in the event it subsequently becomes available within one (1) year of the initial layoff.

Section 5.

Employees shall be given notice of layoff five (5) work days prior to such layoff occurring. Notices shall either be hand delivered or sent by regular U.S. Mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative.

Section 6.

Employees who are eligible for recall shall be given a notice of return to work ten (10) work days prior to such return to work order. Such notice shall be sent by Certified Mail or hand delivered to the employee's last recorded address. A copy shall be furnished to the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation.

The Employer may also call the employee to advise of a recall notice. The employee with the approval of the Employer may return to work sooner than the ten (10) day notice on the next regular work day. A memo to the employee and the Local Union will document the results of the telephone conversation.

Section 7. - BUMP

Employees affected by a layoff can bump in their classification series to the next lower level by the ranking system, within five (5) work days of the layoff notice. Agency service credit shall prevail.

Employees who, within the last year, formally held a position in another classification series within the department, shall also have bumping rights within that classification series, as stated in the above paragraph.

A senior employee, based on service credit, who has been notified that the position they hold has been abolished, may request to accept a layoff rather than be reassigned within their classification designated for layoff. Such requests shall be subject to approval by the Employer.

ARTICLE 11

JOB POSTING

Section 1.

When the Employer determines a Bargaining Unit vacancy exists and wishes to fill, the Employer shall post a notice of said vacancy on the bulletin board. The notice shall be posted for a period of ten (10) working days, including the day of posting. The posting shall include the following:

1. The Agency classification title;

2. Salary of position;

3. Required qualifications;

4. Person to contact if interested;

5. Deadline for submitting application.

Section 2.

The Employer will not consider applications filed by Lake County General Health staff after the tenth (10th) full working day of the posting, including the day of posting.

Section 3.

Any Bargaining Unit employee who possesses the necessary qualifications may apply for the vacancy. Based on necessary qualifications, ability and employee work record, the Employer shall give current employees equal consideration for such appointment from those applications received from both within and outside the Agency. The Employer shall not be required to consider applications made to a position in the same classification held, however, an employee may submit a request to be reassigned to an open position within his or her same classification.

The filling of all vacancies and assignment of employees is left solely to the discretion of the Employer, subject to the terms of this Agreement.

The Health District shall provide each new employee a copy of their job classification description.

Section 4.

Bargaining Unit employees who are chosen for such vacancies, shall serve a one hundred and twenty (120) day new job probationary period. Such employees who show little progress or fail to demonstrate the ability to meet the requirements of the position, shall be returned to their same or similar position, providing such position exists.

Section 5.

Employees who receive an appointment to a position that requires certification or licensure by regulatory agencies, shall be considered probationary until such requirements are met. Probationary employees who fail to attain, within one (1) year, or non-probationary employees who fail to maintain required certification or licensure that precludes them from performing the duties of the position shall result in immediate termination.

ARTICLE 12

WORK RULES

Section 1.

The Employer may prepare, issue and enforce reasonable work rules, efficiency standards, and safety regulations in the exercise of a management function. Such rules shall not be in conflict with this Agreement and shall be uniformly enforced to provide a safe, orderly, and efficient operation. Programmatic

requirements, procedures, policies, or rules are not work rules and remain within Management's right to change, enforce, establish, etc. and are not subject to the conditions set out herein and are not grievable.

Section 2.

When rules, standards or regulations are changed or established, the Employer shall provide the Chief Steward a copy of the changed or new rules at least ten (10) days prior to the effective date, except in emergencies, when such rules will go into effect immediately. Changed or new rules made contingent to an emergency situation requiring immediate implementation, shall be provided to all Bargaining Unit employees at such time.

If upon receipt of new or changed rules, standards or regulations and the Union feels such are unacceptable for any reason, they shall request a meeting to discuss and attempt to resolve their differences within ten (10) days. If such differences are not resolved within five (5) days, the Union may submit a grievance beginning at Step Three (3) for final resolution. If no action is taken within the established time limits herein, the new or changed rules, standards or regulations shall be deemed accepted.

ARTICLE 13

DISCIPLINARY PROCEDURE

Section 1.

Disciplinary action may be imposed upon an employee for just cause.

In cases involving the discipline of an employee for other than serious infractions, the Employer shall follow the principle of progressive and corrective disciplinary action taking into account and consideration prior events that have led to disciplinary action. Progressive and corrective disciplinary action shall not be categorized by type of infraction.

Normally, progressive disciplinary steps will include the following:

STEP 1. Cautionary Warning

STEP 2. Written Reprimand

STEP 3. One (1) to Three (3) Working Day Suspension Based on Severity of Case.

STEP 4. Suspension Greater Than Three (3) Working Days Based on Severity of Case.

STEP 5. Discharge

Other additional actions such as counseling, rehabilitation program, or other conditional requirements may be imposed based on the nature of event.

Section 2.

Excessive tardiness and absenteeism constitutes just cause for discipline up to and including discharge and it is the intent

of the Employer to take corrective action.

Section 3.

The appeal procedure for non-probationary employees is as follows:

A letter of rebuttal for any cautionary warning, written reprimand or suspension of one (1) day or less may be placed in the employee's personnel file, which may be reviewed, if led to a suspension greater than one (1) day or discharge.

Suspensions of more than one (1) day or discharge may be appealed through the grievance procedure as set out in this Agreement and shall be entered at Step Three (3).

Section 4.

Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

1. Any cautionary or written reprimand shall cease to have effect for purposes of progressive discipline after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
2. Any suspension of three (3) days or less shall cease to have effect for purposes of progressive discipline after two (2) years from the effective date of the

suspension, providing there is no intervening disciplinary action during the two (2) year period.

3. Any suspension greater than three (3) days shall cease to have effect for purposes of progressive discipline after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.

Section 5.

Except in such cases where immediate action is necessary, an employee shall be offered a pre-disciplinary hearing before a detached Administrator assigned by the Agency. Such hearing shall be offered in cases where discipline may entail a suspension greater than one (1) day, or dismissal.

Section 6.

In such cases, the employee shall receive advance notice, normally five (5) days, of the charges, proposed action, date, place and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in their own behalf in the form of documentation and/or witnesses and the right to have representation of their choice who may be a representative of the Local Union. Failure to appear at the pre-discipline hearing absent extenuating circumstances will result in a waiver of the employee's right to a hearing.

ARTICLE 14

TIME KEEPING AND TARDINESS

Section 1.

In a method, as prescribed by the Employer, employees shall maintain an accurate account of hours worked. Such record shall be used to insure complete payroll records as required by law and accountability of scheduled hours of work.

It is agreed that implementation of such program shall be a proper subject of the Labor/Management Committee.

Section 2.

Employees who fail to report to work on time, shall be considered tardy. Disciplinary action for tardiness shall be handled in the following manner:

After two (2) lates in a rotating one (1) year period, the following disciplinary action will be imposed:

3rd Late - Cautionary Warning

4th Late - Written Reprimand

5th Late - One (1) Day Suspension

6th Late - Three (3) Day Suspension

7th Late - Dismissal

One (1) day of unauthorized absence without approval shall equal two (2) tardy events for purposes of progressive discipline.

In lieu of being docked pay and charged with a tardy occurrence of less than thirty (30) minutes of the employee's scheduled starting time, one (1) hour of personal time, if available, may be used to negate the tardy and receive a normal days pay. Employees are limited to four (4) occurrences in a rotating year.

Section 3.

Disciplinary steps set out in this Article are in conjunction with the steps set out in the Disciplinary Article and do not establish categorized steps for different events.

Section 4.

For purposes of payroll, deductions for tardiness shall be done in tenths of an hour.

ARTICLE 15

CONFIDENTIALITY OF RECORDS

Section 1.

Based upon applicable law, case records, financial records and statistical records maintained by the Employer that are not public records are confidential.

Section 2.

Unauthorized use or disclosure of confidential information as defined above, shall be subject to disciplinary action including discharge. Confidential records will not be removed from the Agency without proper authorization.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1.

For full-time employees, the normal work week shall be forty (40) hours per week and normal work day shall be eight and one-half (8-1/2) hours per day, which shall include a one (1) hour lunch period of which one-half (1/2) hour shall be paid. Lunch period shall be scheduled by the Agency to meet the operational needs of the Department, approximately mid-way through the employee's shift.

Section 2.

Hours and schedules of part-time employees shall be determined by the Agency. Part-time employees who are scheduled a work day of eight and one-half (8-1/2) hours shall include a one (1) hour lunch period of which one-half (1/2) hour shall be paid. Lunch period shall be scheduled by the Agency to meet the operational needs of the Department, approximately mid-way through the employee's shift.

Section 3.

To be eligible for such one-half (1/2) hour paid lunch, an employee must work the full day or return to work after lunch and utilize paid time off if leaving before the end of their shift.

Section 4.

Each eight and one-half (8-1/2) hour work period shall

include two (2) fifteen minute rest periods, with pay, scheduled by the Agency to meet the operational needs of the Department.

Section 5.

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

Section 6. - OVERTIME

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

Section 7.

Overtime is defined as those hours actually worked in excess of forty (40) hours per week. Paid time off excluding sick leave except when used as personal or bereavement leave in the active pay status shall be counted as hours worked in the calculation of overtime.

Section 8.

Overtime shall be paid at time and one-half (1-1/2) the employee's hourly rate.

Section 9. - HOLIDAY PAY

Employees who are otherwise eligible for a holiday under the terms of this agreement, who are required to work on a paid holiday shall be compensated at one and one-half times their hourly rate for all hours worked in addition to their holiday pay.

Section 10. - COMPENSATORY TIME

The employee may elect to receive compensatory time off in

lieu of overtime pay at a rate of time and one-half (1-1/2), and must select the method of payment prior to the end of the pay period. Employees may accumulate compensatory time to a maximum of forty (40) hours. Any overtime worked in excess of the forty (40) hour maximum shall be paid.

Section 11.

Compensatory time must be used within one hundred and eighty (180) days from the date such overtime was earned. Should the employee fail to use the compensatory time within one hundred and eighty (180) days such overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate.

Section 12.

Subject to the approval of the Employer, compensatory time off shall be scheduled in a manner as not to interfere with the efficient operation of the Department.

ARTICLE 17

BENEFIT ELIGIBILITY

Section 1.

All regular part-time employees working less than eighty (80) hours in a bi-weekly pay period shall be limited to fringe benefits of PERS, under the terms and conditions therein established and sick leave benefits on a pro-rata basis to be used for sick leave, personal days, and funeral leave as

prescribed in those Articles, except as set out in Section Three (3) below for vacation and holiday purposes.

Section 2.

All employees employed as regular full-time employees who have completed their probationary period and are regularly scheduled to work eighty (80) hours in a bi-weekly pay period for the purposes of this Agreement, are considered full-time employees and are entitled to all rights and privileges contained in this Agreement.

Section 3.

All regular part-time employees employed in a position requiring sixty-four (64) or more hours in a bi-weekly pay period as designed by the Employer, shall also be eligible for vacation and holiday pay as set out in those Articles.

The Employer reserves the exclusive right to designate such positions that will be regularly required to work sixty-four (64) hours or more in a bi-weekly pay period.

ARTICLE 18

VACATION

Section 1.

All full-time Bargaining Unit employees shall earn vacation according to the schedule set out below based on the employee's service credit with the Lake County Health District. Such time may be used as it is earned except as set out below in the first year.

All regular part-time employees employed in a position requiring sixty-four (64) or more hours in a bi-weekly pay period as designated by the Employer shall be eligible for vacation on a pro-rata basis to hours worked in conjunction with the schedule established below.

YEARS OF COMPLETED SERVICE CREDIT	ENTITLEMENT MAXIMUM ACCRUAL COMPUTATION
Less Than 1 Yr Service Credit	-0-
Completed 1 Yr Through 8 Yrs Service Credit	4.6 Per 80 Hrs in Active Pay Status
Completed 8 Yrs Through 19 Yrs Service Credit	6.2 Per 80 Hrs in Active Pay Status
Completed 19 Yrs or More Service Credit	7.7 Per 80 Hrs in Active Pay Status

Effective January 1, 2009, employees employed on or after January 1, 2009, shall earn vacation according to the schedule set out below based on the employee's service credit with the Lake County Health District.

YEARS OF COMPLETED SERVICE CREDIT	ENTITLEMENT MAXIMUM ACCRUAL COMPUTATION
Less than 1 Yr Service Credit	-0-
Completed 1 Yr Through 7 Yrs Service Credit	4.0 Per 80 Hrs in Active Pay Status
Completed 7 Yrs Through 14 Yrs Service Credit	5.5 Per 80 Hrs in Active Pay Status

Completed 14 Yrs Through 24 Yrs Service Credit	7.1 Per 80 Hrs in Active Pay Status
Completed 24 Yrs or more Service Credit	8.6 Per 80 Hrs in Active Pay Status

Section 2.

No vacation leave shall be credited for overtime hours worked. Employees working less than their normally scheduled work hours in a bi-weekly pay period shall be credited proportionate to the total number of hours of active pay status during the respective pay period. Active pay status for the purposes of this Article shall be hours paid for services rendered, paid leaves, vacation and holidays.

Section 3.

Upon establishing completion of the first year of service credit with the Lake County Health District, the employee shall have earned and will be eligible to use vacation based on the 4.6 hours for each 80 hours in active pay status formula. In the successive step years of 9 and 20, additional vacation shall accrue at the higher rate during that year. Accrual factors shall be calculated from the beginning of the pay period an employee reaches progressive service credit years.

Section 4.

Prior to July 31, 1989, any employee of the Bargaining Unit that, upon employment with the Lake County Health District, had

carried service credit from any other civil service agency or political sub-division shall continue to earn vacation based on the prior service credit date.

There shall be no provision for carryover of vacation service credit between civil service or political sub-divisions for any Bargaining Unit employee hired after July 31, 1989.

Section 5.

Vacation requests shall be made from January 1st to March 31st for periods beginning March 1st to the following February 28th. In January of each year, employees by Division shall initially request up to ten (10) vacation days each, rotating by seniority. Once the initial vacation requests are approved, employees will again in February, be offered an opportunity to submit up to ten (10) vacation days rotating by seniority. Once the second cycle of requests is approved, employees will again be offered an opportunity to submit requests for remaining time available. Such schedule approval shall be based on seniority, staffing requirements and done in a manner as to maintain the greatest efficiency of the Agency.

Any additional accrued vacation may be carried forward not to exceed six (6) weeks maximum accrual at any given time. Vacation carried forward shall be scheduled on a first come, first served basis by Department within the Health District, upon approval, based on staffing and efficiency requirements.

All vacation time must be accrued before it is actually scheduled or used.

Section 6.

Vacation requests shall be made in one (1) hour or greater hourly increments subject to the approval of the Agency.

Section 7.

Upon layoff or permanent separation of service, an employee entitled to vacation shall be compensated for any earned but unused vacation credits. Upon death, such shall be paid to the deceased employee's estate.

ARTICLE 19

HOLIDAYS

Section 1.

The following days shall be considered holidays with pay for full-time employees and employees who are employed in a position requiring sixty-four (64) or more hours in a bi-weekly pay period:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
½ Day Christmas Eve (afternoon)
½ Day New Year's Eve (afternoon)

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

Section 2.

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

In the cases of 1/2 day Christmas Eve, Christmas Day, and 1/2 day New Year's Eve, New Year's Day shall be observed as follows:

When Christmas and/or New Year's Day fall on a Saturday, the 1/2 day holiday on the Eve shall be observed on the Thursday with Christmas and/or New Year's observed on Friday.

When Christmas and/or New Year's Days fall on a Monday, the 1/2 day holiday on the Eve shall be observed on Friday and Christmas and/or New Year's will be observed on Monday.

Section 3.

Employees regularly scheduled to work less than eight (8) hours per day on the day of the holiday, shall be compensated on a pro-rata basis. Such designation only applies to employees employed in a position requiring sixty-four (64) hours or more in a bi-weekly pay period.

ARTICLE 20

SICK LEAVE

Section 1.

All Bargaining Unit employees employed prior to January 1, 2008, shall be entitled to earned Sick Leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Such accumulation shall not exceed fifteen (15) days in any one (1) year period.

All employees employed on or after January 1, 2008, shall be entitled to earned Sick Leave at the rate of 3.1 hours for each completed and paid eighty (80) hours of service. Such accumulation shall not exceed ten (10) days in any one year period and shall not exceed a maximum total accumulation in excess of one hundred twenty (120) days at any time.

Credit shall be given for all time in active pay status. No credit shall be given for hours worked in excess of eighty (80) hours per pay period as overtime or for time on an unpaid leave, industrial injury (unless using paid sick leave), layoff, or any other unpaid absences. Sick leave hours may only be used for such time an employee would have normally been scheduled to work and shall not exceed eight (8) hours in any given day. Sick leave shall be charged in increments of not less than one half (1/2) hour.

Section 2.

Such days accumulated may be used as paid sick leave days for absence due to personal illness, injury, medical condition, exposure to contagious diseases which could be communicated to other employees, or such reasonable time necessary for employee doctor or dental appointments, including time needed for travel to and from the appointment. Additionally, sick leave may be used for serious illness, injury, or medical condition in the employee's immediate family which shall be defined as spouse and dependent children living in the same household.

An employee may also utilize paid sick leave not to exceed five (5) days per calendar year in cases where the employee's parent or someone who raised the employee as a parent, who may or may not live in the household, has a serious health condition which necessitates time off.

Section 3.

In each calendar year, three (3) of such sick days (twenty-four [24] hours) accumulated may be used as personal days to be scheduled upon approval of the Agency. Such personal days may be charged in increments of one (1) hour. To be eligible to use sick time as personal days, an employee must maintain a bank of not less than forty (40) hours.

In each calendar year, part-time employees shall be eligible to use sick leave as personal days on a pro-rata basis, based

upon the employee's number of regularly scheduled hours, scheduled upon approval of the Agency. Such personal days may be charged in increments of one (1) hour. To be eligible to use sick time as personal days, an employee must maintain a bank of not less than forty (40) hours.

Personal days may not be scheduled in anticipation of having time available when scheduled to be off.

Personal day use shall be regulated on a calendar basis.

Section 4.

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

Section 5.

An employee who is ill and unable to report to work shall so notify the Health Commissioner or his designee within one-half (1/2) hour prior to their scheduled starting time. Employees, who begin their work day at an outside work location for a clinic, shall be required to report absences a minimum of one (1) hour in advance of their starting time. Employees scheduled to work outside the normal day, must report the reason for their absence two (2) hours prior to their scheduled starting time, except for unusual circumstances beyond their control.

Where Sick Leave is requested to care for members of the immediate family, as defined in Section Two (2), the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill member.

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

Section 6.

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

After three (3) continuous working days of illness, a physician's statement will be required establishing the employee has received medical attention, was unable to report to work, and is now able to return to work. Updates may be reasonably required in extended illnesses.

Verification of receipt of medical attention will be required when the number of frequencies exceed four (4) unverified occurrences in any given calendar year.

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

Section 8.

Upon retirement or death, any employee employed prior to January 1, 2008, who has completed ten (10) or more years of service shall be eligible to convert to cash, accrued unused sick leave and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

Such cash conversion shall be determined by the following schedule based on the number of years of continuous service credit with the Lake County General Health District.

Length of Continuous Service Credit for employees employed prior to January 1,2008.

Less than Ten (10) years of Service Credit	-0-
Completed Ten (10) through Nineteen (19) Yrs of Service Credit	25% of accrued unused sick leave not to exceed a maximum of thirty (30) days.
Completed Twenty (20) through Twenty-Nine (29) Yrs of Service Credit	25% of accrued unused sick leave not to exceed a maximum of sixty (60) days.
Completed Thirty (30) through	25% of accrued unused sick

Thirty-Four (34) Yrs of Service Credit	leave not to exceed a maximum of ninety (90) days.
Completed Thirty-Five (35) Years or More of Service Credit	25% of accrued unused sick leave not to exceed a maximum of one hundred twenty (120) days.

Upon retirement or death, any employee who was employed on or after January 1, 2008, who has completed ten or more years of continuous service with the Lake County General Health District shall be eligible to convert to cash, accrued unused sick leave and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Such conversion shall be determined based on 25% of unused sick leave not to exceed a maximum of thirty (30) days.

Retirement for purposes of this section shall mean commencement of a disability or service retirement under PERS.

Section 9.

Beginning July 31, 1989, an employee hired who previously worked for a health district of the State of Ohio, shall be credited with up to ten (10) days of unused sick leave, provided:

1. The time between separation and re-appointment does not exceed ten (10) years.
2. That written verification thereof is obtained by employee and given to the Employer.
3. Cash payment was not received for sick leave upon separation from former employer.

ARTICLE 21

BEREAVEMENT LEAVE

Section 1.

Employees shall be entitled to three (3) days paid bereavement leave in the event of death of an employee's spouse, child, stepchild, mother, father, or siblings. Such leave shall be granted only for time an employee would have normally been scheduled to work. Such time shall not be deducted from an employee's accrued sick leave.

Section 2.

Employees shall also be entitled to three (3) days bereavement leave in the event of death of an employee's family member other than spouse, child, stepchild, mother, father, or siblings. Such leave shall be granted only for the time an employee would have normally been scheduled to work, and shall be deducted from the employee's accrued sick leave or unpaid should the employee have insufficient accrued sick leave at the time of absence.

Family shall be defined as: employee's grandparents, current step-mother, step-father, mother-in-law, or father-in-law.

Section 3.

Additional bereavement leave for designations in Section 1 and 2, not to exceed five (5) days, may be granted by the Employer upon request, and shall be deducted from the employee's

accrued sick leave or vacation as designated by the employee.

Section 4.

Part-time employees shall be eligible for paid bereavement leave on a pro-rata basis under the same conditions set out in Section One (1) of this Article only for such time the employee would have normally been scheduled to work.

ARTICLE 22

WAGES

Section 1.

For employees employed upon execution of this Agreement by the Board of Health, retro-active to August 1,2013 employees shall be compensated as set out in the following wage schedule based on classification and grade designation on July 31, 2013.

EFFECTIVE 8/1/2013

CLASSIFICATION	GRADE		
	A	B	C
Clerical Specialist	12.93	13.39	14.24
Associate Health Educator	13.88	14.42	15.33
Clerical Specialist/Translator	13.88	14.42	15.33
Deputy Registrar	13.88	14.42	15.33
Family Support Specialist	14.77	15.37	16.33
Home Visitor	13.67	14.24	15.16
Certified LPN	17.05	17.72	18.82
Diet Associate (WIC)	18.42	19.15	20.35
PHS I	18.42	19.15	20.35
Health Educator	19.62	20.38	21.64
Preparedness Specialist	19.62	20.38	21.64
PHN II	21.28	22.10	23.45
PHS II	21.28	22.10	23.45
Registered Dietician	20.72	21.54	22.89
Social Worker II	20.72	21.54	22.89
Service Coordinator	20.72	21.54	22.89

PHN III	22.75	23.61	25.06
PHS II Specialist	22.18	23.07	24.50
Plumbing Inspector	22.68	23.58	25.05

Effective 8/1/2013 all employees employed upon execution of this Agreement by the Board of Health, with three (3) or more years of service credit, who are designated in grade A, will advance to grade B.

Effective 8/1/2013 all employees employed upon execution of this Agreement by the Board of Health, with five (5) or more years of service credit, who are designated in grade B, will advance to grade C.

No employee will advance more than one (1) grade on 8/1/2013.

Effective upon implementation of the PERS salary reduction method, employees will be compensated as set out in the following wage schedule based on classification and grade designation. In the event for any reason the change in the PERS deferral is not finalized, wages will be adjusted to reflect the current system.

EFFECTIVE upon implementation of the PERS Salary reduction method

CLASSIFICATION	GRADE		
	A	B	C
Clerical Specialist	12.79	13.25	14.09
Associate Health Educator	13.73	14.26	15.16
Clerical Specialist/Translator	13.73	14.26	15.16
Deputy Registrar	13.73	14.26	15.16
Family Support Specialist	14.61	15.20	16.15
Home Visitor	13.52	14.09	15.00
Certified LPN	16.87	17.53	18.62
Diet Associate (WIC)	18.22	18.94	20.13
PHS I	18.22	18.94	20.13

Health Educator	19.41	20.16	21.41
Preparedness Specialist	19.41	20.16	21.41
PHN II	21.05	21.86	23.20
PHS II	21.05	21.86	23.20
Registered Dietician	20.50	21.31	22.64
Social Worker II	20.50	21.31	22.64
Service Coordinator	20.50	21.31	22.64
PHN III	22.50	23.36	24.79
PHS II Specialist	21.94	22.82	24.24
Plumbing Inspector	22.44	23.33	24.78

Effective August 1, 2014, employees will be compensated as set out in the following wage schedule based on classification and grade designation.

EFFECTIVE 8/1/2014 (Salary Reduction Method)

CLASSIFICATION	GRADE A	GRADE B	GRADE C
Clerical Specialist	12.97	13.44	14.29
Associate Health Educator	13.92	14.46	15.37
Clerical Specialist/Translator	13.92	14.46	15.37
Deputy Registrar	13.92	14.46	15.37
Family Support Specialist	14.81	15.41	16.38
Home Visitor	13.71	14.29	15.21
Certified LPN	17.11	17.78	18.88
Diet Associate (WIC)	18.48	19.21	20.41
PHS I	18.48	19.21	20.41
Health Educator	19.68	20.44	21.71
Preparedness Specialist	19.68	20.44	21.71
PHN II	21.34	22.17	23.52
PHS II	21.34	22.17	23.52
Registered Dietician	20.79	21.61	22.96
Social Worker II	20.79	21.61	22.96
Service Coordinator	20.79	21.61	22.96
PHN III	22.82	23.69	25.14
PHS II Specialist	22.25	23.14	24.58
Plumbing Inspector	22.75	23.66	25.13

Employees with three (3) or more years of service credit on or before 8/1/2014, who are designated in grade A, will advance to grade B.

Employees with five (5) or more years of service credit on

or before 8/1/2014, who are designated in grade B, will advance to grade C.

No employee will advance more than one (1) grade on 8/1/2014.

Effective August 1, 2015, employees will be compensated as set out in the following wage schedule based on classification and grade designation.

EFFECTIVE 8/1/2015(Salary Reduction Method)

CLASSIFICATION	GRADE		
	A	B	C
Clerical Specialist	13.15	13.63	14.49
Associate Health Educator	14.11	14.66	15.59
Clerical Specialist/Translator	14.11	14.66	15.59
Deputy Registrar	14.11	14.66	15.59
Family Support Specialist	15.02	15.63	16.61
Home Visitor	13.90	14.49	15.42
Certified LPN	17.35	18.03	19.14
Diet Associate (WIC)	18.74	19.48	20.70
PHS I	18.74	19.48	20.70
Health Educator	19.96	20.73	22.01
Preparedness Specialist	19.96	20.73	22.01
PHN II	21.64	22.48	23.85
PHS II	21.64	22.48	23.85
Registered Dietician	21.08	21.91	23.28
Social Worker II	21.08	21.91	23.28
Service Coordinator	21.08	21.91	23.28
PHN III	23.14	24.02	25.49
PHS II Specialist	22.56	23.46	24.92
Plumbing Inspector	23.07	23.99	25.48

Employees with three (3) or more years of service credit on or before 8/1/2015, who are designated in grade A, will advance to grade B.

Employees with five (5) or more years of service credit on or before 8/1/2015, who are designated in grade B, will advance to grade C.

No employee will advance more than one (1) grade on 8/1/2015.

The foregoing grade advancements were agreed upon by the parties as part of a total economic package over the life of this Agreement. There is no obligation on the part of the Employer to provide any grade advancements after the conclusion of this agreement.

Section 2.

The Employer, at it's discretion, may during the term of this Agreement, increase the wage rate grades of any of the individually listed classifications. The Employer shall provide advance notice to the Union of any change.

Section 3.

During the negotiations that resulted in the agreement, effective August 1, 2004, the parties agreed that Public Health Sanitarian Specialists and Public Health Sanitarian II classifications can be cross trained to perform all services generally performed by Sanitarians and Specialists. The parties further agreed that as Public Health Sanitarian Specialist positions become vacant, such positions shall be filled at the PHS-II rate and level.

Section 4.

Normally all new employees shall be compensated at the A grade of the classifications they are hired. If the Employer determines a new employee's education, qualifications, and/or

years of experience warrant a rate that exceeds grade A rates established, the Employer may place the employee at a grade commensurate with qualifications and/or experience.

Section 5.

Employees who for any reason are placed in a new classification shall have their grade and rate set as follows:

Employees placed in a classification that is a demotion shall be compensated at their current grade at the rate of the classification they are placed into.

Lateral classification changes will receive the same grade and rate of pay. Employees placed in a classification that is a promotion shall be placed at the grade that provides an increase from their current rate.

Classification wage schedules that have a lower rate in the same grade level shall be considered a demotion.

Classification wage schedules that have the same rate of pay in the same grade level shall be considered a lateral change.

Classification wage schedules that have a higher rate in the same grade level shall be considered a promotional change.

ARTICLE 23

LIFE AND MEDICAL INSURANCE

Section 1. Life Insurance

The Employer shall offer to all full-time Bargaining Unit

employees, term accidental death insurance at $20,000.00 and term other death at $10,000.00, at no cost to the employee.

Section 2. Hospitalization & Medical

The Employer shall offer hospitalization and medical coverage for all full-time Bargaining Unit employees and their dependents as defined under the Affordable Health Care Act. The carrier and limits offered shall be determined by the Lake County Board of Health.

During the calendar year 2013, the cost of such coverage shall be paid by the Employer up to and not to exceed ninety percent (90%) per month for a single plan, a family of two (2) (if quoted in such a manner by carrier), or family plan of the plan(s) offered by the Employer.

Effective January 1, 2014, all aspects of the hospitalization and medical plan including but not limited to employee eligibility and dependent eligibility, plan design, carrier, limits, networks, levels of coverage, cost distribution, employee monthly co-payments based on LCGHD experience ratings or any other aspect shall be determined by the Lake County Board of Commissioners as they may periodically modify.

LCGHD will make available vision care on the same terms available through the Lake County Wide plan. Should the employer opt out of the County-Wide plan, a vision care plan will be offered to eligible full time employees as determined by the LCGHD Board.

Should the Employer opt out of the County Wide Health Insurance program during the term of this Agreement, the Employer shall pay eighty-five percent (85%) per month and the employee will pay fifteen percent (15%) per month of the premium that may apply, based on eligibility for a single plan, a plan of employee plus child, employee and spouse, (if quoted in such manner by carrier), or a family plan of the plan(s) offered by the Employer. A spouse entitled to health insurance through another Employer, shall be excluded from coverage under this plan.

Section 3. Dental

The Employer shall offer dental coverage for all full-time Bargaining Unit employees. The carrier and limits offered shall be determined by the Lake County Board of Health.

During the calendar year 2013, the cost of such coverage shall be paid by the Employer up to and not to exceed ninety percent (90%) per month for a single plan, a family of two (2) (if quoted in such a manner by carrier), or family plan of the plan(s) offered by the Employer.

Effective January 1, 2014, all aspects of the dental program including but not limited to employee eligibility and dependent eligibility, plan design, carrier, limits, networks, levels of coverage, cost distribution, employee monthly co-payments based on LCGHD experience ratings or any other aspect shall be determined by the Lake County Board of Commissioners as they may periodically modify.

Should the Employer opt out of the County Wide Health Dental Plan the Employer shall pay eighty-five percent (85%) per month and the employee will pay fifteen percent (15%) per month of the premium, based on eligibility for a single plan, a plan of employee plus child, employee and spouse, (if quoted in such manner by carrier), or a family plan of the plan(s) offered by the Employer. A spouse entitled to dental insurance through another Employer, shall be excluded from coverage under this plan.

Section 4.

During the term of this Agreement such hospitalization and dental costs that exceed the limits as set out above, shall be paid for by the employee.

Payment shall be made through payroll deductions prior to date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

ARTICLE 24

HEALTH DEPARTMENT REQUIRED MEETING & TRAVEL EXPENSES

Section 1.

In a cost effective manner determined by the Employer, employees may be required to use their privately owned vehicle for business travel or be provided an employer owned vehicle for such use. Employees required to use their privately owned vehicle shall be reimbursed at the same rate as the internal

Should the Employer opt out of the County Wide Health Dental Plan the Employer shall pay eighty-five percent (85%) per month and the employee will pay fifteen percent (15%) per month of the premium, based on eligibility for a single plan, a ~~family~~ plan of employee plus child, employee and spouse, (if quoted in such manner by carrier), or a family plan of the plan(s) offered by the Employer. A spouse entitled to dental insurance through another Employer, shall be excluded from coverage under this plan.

Section **4.**

During the term of this Agreement such hospitalization and dental costs that exceed the limits as set out above, shall be paid for by the employee.

Payment shall be made through payroll deductions prior to date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

ARTICLE 24

HEALTH DEPARTMENT REQUIRED MEETING & TRAVEL EXPENSES

Section 1.

In a cost effective manner determined by the Employer, employees may be required to use their privately owned vehicle for business travel or be provided an employer owned vehicle for such use. Employees required to use their privately owned vehicle shall be reimbursed at the same rate as the internal

revenue service's business standard mileage rate in effect at the time of travel. Travel by privately owned automobile is authorized only if the owner thereof is insured under a policy of liability insurance complying with the requirements of section 4509.51 of the Revised Code Rules and regulations governing the use of such vehicles shall be determined by the Employer and shall not be subject to the grievance procedure outlined in this Agreement

Section 2

Upon review and approval of the Employer, employees shall be reimbursed for expenses incurred for meals, parking, tolls, registration fees, transportation and/or lodging, which are supported by receipts. Such expenses shall be paid for employer required training seminars, educational conferences, other activities in the conduct of official business and organizational meetings.

The schedule of lodging and meal expense reimbursement for out of county travel is established as follows:

Lodging--$80.00 per night plus all taxes. Lodging at an event site or at a hotel identified in the registration materials may be reimbursed at actual cost. Lodging expense reimbursement shall be shared if same sex.

Meals--$10 per meal plus tips.

Requests for out of state travel expenses which may be higher and/or include commercial air travel may be pre-approved at the

discretion of the Employer.

The following items will not be reimbursed:

Tips in excess of 15%, alcoholic beverages, entertainment, laundry or other personal services, room service charges, expenses of non-employees, and personal phone calls will not be reimbursed. Exceptions to Section 2 requirements may be granted by the Health Commissioner upon written request if warranted due to unusual and documented circumstances.

The Employer shall not be responsible for time, fees or expenses incurred by employees who are required to maintain certification or licensure by outside regulatory agencies.

ARTICLE 25

JURY DUTY

Section 1.

The Employer shall grant paid time off when an employee is required to serve jury duty. The employee shall be compensated for such time they would normally have been scheduled to work at their regular straight time hourly rate, not to exceed eight (8) hours in any given day. Time paid for jury service shall not be counted as time worked for purposes of overtime computation, but shall be counted for vacation and sick leave purposes.

To be eligible for jury duty pay, an employee shall notify the Health District upon notification of potential jury service, and shall remit to the Health District all vouchers and fees paid to the employee for such service.

ARTICLE 26

LEAVE OF ABSENCE

Section 1.

Upon application, the Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory time or sick leave if permissible pursuant to provisions of Article 20, Sick Leave, shall be utilized first and shall count towards the leave.

An employee may also apply to the Health Commissioner for a leave of absence without pay not to exceed six (6) months including any leave provided under the Family and Medical Leave Act.

Such leaves shall be for good cause and subject to approval by the Health Commissioner or designee.

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

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

Section 2.

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

Section 3. - ABUSE OF LEAVE

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

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

Section 4. - RETURN TO SERVICE

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

Section 5. - SERVICE CREDIT

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

Section 6. - MEDICAL LEAVE

A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Health Commissioner or designee upon exhaustion of accumulated sick leave upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

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

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

A medical examination report or satisfactory written documentation substantiating the cause, nature, and extent of the

disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time the leave of absence is to begin.

An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rules regarding Abuse of Leave, Return to Service, and Service Credit.

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

An employee who fails to apply for reinstatement or is found not to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

Section 7. - MILITARY LEAVE

Paid and unpaid military leave shall be regulated pursuant to the applicable state laws governing such.

ARTICLE 27

LABOR-MANAGEMENT COMMITTEE

Section 1.

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

The Committee shall consist of two (2) representatives of the Bargaining Unit, and two (2) representatives of the Employer and shall meet not less than two (2) times a year or as jointly determined. An outside party may participate as mutually agreed.

ARTICLE 28

PERSONNEL FILE

Section 1.

Upon reasonable notice to the Employer, normally within two (2) business days, an employee shall have the right to inspect his personnel file in the presence of the Employer. The employee may compile, date and insert in said file, a list of the documents he finds therein. An employee shall further have the right to place in their file a letter of rebuttal to any record found therein.

Section 2.

Reasonable copies shall be supplied to the employee upon request. Copies of transcripts or legal proceedings shall be available upon request at a rate of ten (10) cents per page, prepaid to the Employer.

Section 3.

The Employer shall comply with Public Records provisions as required by Law.

ARTICLE 29

BULLETIN BOARD

Section 1.

The Employer agrees to provide a Union bulletin board located in an area where all employees have easy access to, but outside the view of the general public. The size of the bulletin board shall be limited to two (2) foot by three (3) foot.

Section 2.

All notices shall be posted by a designated Union representative. Union notices relating to Union newsletters, Union meetings, Union appointments, Union elections and outcomes, and recreational and social affairs may be posted without the Employer or his Designee's prior approval. Notices of political or controversial nature, or notices critical of any individual or institution shall not be posted.

All other notices of any kind not covered above must receive the prior approval of the Employer or Designee.

ARTICLE 30

NO STRIKE -- NO LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3.

The Employer may discipline any employee who violates this Article, as set out in the Disciplinary Action Article of this Agreement.

Section 4.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a

violation of this Article.

ARTICLE 31

GENERAL PROVISIONS

Section 1. - ARTICLE HEADINGS

It is understood and agreed that the use of headings before articles or sections, is for convenience only and that no heading shall be used in the interpretation of said article or section, nor affect any interpretation of any article or section.

Section 2. - AGREEMENT COPIES

The Employer will provide the final draft of the Agreement with the signatures of the concerned parties and provide a copy of the final Agreement to each current Bargaining Unit employee. The Employer shall furnish a copy of the Agreement to each new Bargaining Unit employee hired during the term of the Agreement.

Section 3. - MEDICAL EVALUATIONS

Newly hired employees who the Agency requires to have a medical evaluation, shall either be compensated for such or provided the service as determined by the Employer.

Section 4. - TB TESTS

In a method determined by the Employer, yearly TB tests shall be provided for by the Employer.

Section 5.

Those employees whose job incurs the risk of occupational exposure to blood borne pathogens will be offered to have proper immunization including Hepatitis B.

At the sole discretion of the Employer, the LCGHD may offer vaccines or prophylactics to employees directly in contact with an occupational exposure to a preventable disease.

ARTICLE 32

SAVINGS CLAUSE

Section 1.

If any provision of this Agreement, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, but shall be confined in its application to the provision directly involved in the controversy in which such judgment shall have been rendered.

ARTICLE 33

DURATION

This Agreement shall become effective August 1, 2013, and continue in full force until July 31, 2016, and thereafter, unless modified or changed by mutual agreement.

Except wages as specifically set out in this Agreement, all changes incorporated into this Agreement shall commence beginning

with ratification by the Board of the Lake County General Health District.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the termination date of this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this contract to be executed August 19, 2013.

LAKE COUNTY GENERAL HEALTH DISTRICT

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO

AFSCME, LOCAL 3622

D. L. Nicholson Pres.

MODIFY CURRENT PERS PICK UP PLAN TO THE SAME PLAN PROVIDED TO NON-BARGAINING.

LETTER OF UNDERSTANDING

The Lake County General Health District ("Employer") and AFSCME, Ohio Council 8, AFL-CIO and Local 3622 ("Union") do hereby agree to the following.

1. Employees covered by the Collective Bargaining Agreement currently defer tax consequences on PERS deductions under what is called and approved by PERS as the "Fringe Benefit" method of PERS pick up.

2. Upon execution of this Agreement, the Employer will take such actions necessary to submit a correspondence to PERS, requesting authorization to implement the "Salary Reduction" method of PERS for all employees covered by the Collective Bargaining Agreement.

AFSCME Ohio Council 8

Date: 8/26/13

Lake County General Health District

Date: 8/19/2013

D. L. Nicholson Pres.

AFSCME Local 3622

Date: 8-26-13