



CONTRACT BY AND BETWEEN

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05/01/2014

**TRUMBULL COUNTY BOARD OF
HEALTH**

AND

**OHIO CIVIL SERVICE EMPLOYEES
ASSOCIATION**

AFSCME LOCAL 11, AFL-CIO

January 1, 2014

Through

December 31, 2016

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Article 1
AGREEMENT/PURPOSE

SECTION 1. This agreement entered into by the Trumbull County Board of Health, hereinafter referred to as the “Employer” and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the establishment of an equitable procedure for the resolution of differences, wages, hours and the other conditions of employment.

SECTION 2. It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious and cooperative employee relations in the interest, not only of the parties, but of the citizens of Trumbull County. Toward the end, the parties hereto agree to devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of this Agreement.

Article 2
MANAGEMENT RIGHTS

SECTION 1. Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the Employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in Ohio Revised Code Section 4117.08 (A) Number 1-9.

SECTION 2. The Employer and the Union agree that the Employer is the appointing authority for all employees. However, the Employer and Union recognizes that there must be a recognized chain of command so that the vision, mission, values and work of the health department are carried out in an efficient and effective manner. The chain of command begins with the Board of Health, down to the Health Commissioner laterally to the Administrator, Director of Nursing and Director of Environmental Health Services and finally downward to the Union members. Therefore, the Employer agrees that individual board members do not have the right to direct, supervise, coordinate, consult or discuss the individual work responsibilities of bargaining unit members. Therefore, to that end, board members shall not call, contact, write, meet or discuss employee work assignments, tasks, or responsibilities without first contacting the Health Commissioner, the Administrator/Designee or the Director and requesting that at least one of the three (Health Commissioner, Administrator/Designee or Director) and the Union Steward and/or Assistant Union Steward be present for any type of contact (e.g. phone, in person, in writing, video conferencing, etc.) with the bargaining unit employee. Any breach of this paragraph shall be strictly construed as a breach of this contract and an unfair labor practice and as harassment, intimidation and threat to the bargaining unit member. Only the Board of Health and the Health Commissioner, Administrator/Designee and Director may direct, evaluate, suspend, discipline, supervise or assign or inquire about the work and responsibilities of the bargaining unit employee.

SECTION 3. Dissemination of printed health department information strictly goes through the records custodian or Public Information Officer (PIO) only. There shall be an assigned person named as “Custodian of Records. If an employee wishes to have a document (record), they will have to request it from the “Custodian of Record”. If someone from the public requests a document (record) from an employee, the employee shall direct them to the “Custodian of Record.”

**ARTICLE 3
RECOGNITION**

SECTION 1. For the purposes of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Trumbull County Health Department. “Bargaining Unit” is defined as all full-time (40 hours per week) and part-time (24 or less hours per week) employees of the Employer. Included in this definition are employees in all classification of employment with the Employer listed below:

- | | |
|-----------------------------|--------------------------------------|
| Accreditation Coordinator | Public Health Sanitarian-in-Training |
| Epidemiologist | Public Health Sanitarian I |
| Secretary I | Public Health Sanitarian II |
| Secretary 2 | Public Health Sanitarian III |
| Secretary 3 | Plumbing Inspector I |
| Food Protection Secretary | Plumbing Inspector II |
| Fiscal Officer | Family Service Coordinator |
| Administrative Secretary | Family Service Program Coordinator |
| IT Specialist | |
| Medical Assistant I | |
| Medical Assistant II | |
| Health Educator/Planner I | |
| Health Educator/Planner II | |
| Health Educator/Planner III | |
| Public Health Nurse I | |
| Public Health Nurse II | |
| Public Health Nurse III | |
| Social Worker | |
| Nutritionist | |

SECTION 2. Classifications excluded from the bargaining unit should be defined pursuant to O.R.C. 4117 (c) 1-14, (i.e. confidential, season and casual employees). Also excluded are the following employees/positions:

- | | |
|---|--------------------------|
| Administrator | Help Me Grow Coordinator |
| Director of Environmental Health Services | |
| Director of Nursing | |
| Health Commissioner | |
| Medical Director | |

SECTION 3. The Employer will advise the Union of any newly created classification titles and the responsibilities of said classification, and agrees to meet with the Union regarding inclusion of any such new classification in the bargaining unit prior to implementation of such new classification. If the Union and the Employer are unable to agree whether such new classification shall be included in the bargaining unit, the parties agree that a petition for clarification may then be filed by either party with the State Employment Relations Board, pursuant to their rules and regulations, solely to determine whether such new classification shall be included in the bargaining unit. The Employer may modify existing classification shall be included in the bargaining unit. The Employer may modify existing classifications. The Employer shall notify the Union fifteen (15) working days in advance of any modification of existing classifications. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall utilize the arbitration mechanism.

SECTION 4. There shall be no more than one (1) part-time position in the Nursing Division and no more than one (1) part-time position in the Environmental Division for the duration of this contract. The posting and hours of these positions shall be determined by the departmental supervisor's needs. Fringe benefits are as dictated by sections of this contract.

SECTION 5. Utilization of unpaid university interns and externs may be at the discretion of each departmental supervisor.

ARTICLE 4 DUES CHECK-OFF

SECTION 1. The Employer will deduct membership dues once a month, payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. The Employer will also deduct voluntary monthly contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. Bargaining unit employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues or fair share fees, commencing with the first full pay period of work, following the first pay the employee returns to work.

SECTION 2. All new Union employees hired on or after January 1, 1986, who do not become members within sixty (60) days following the beginning of employment and bargaining unit employees who were members of the Union or on after January 1, 1986, who discontinue the membership in the Union shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's proRata share of: 1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under the Agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the

employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees hired after January 1, 1986, who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from membership, shall be subject to the fair share fee provision as provided for in this Article.

SECTION 3. Prior to the effective date of this Agreement and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member in the union during the succeeding year shall be the amount of regular dues paid by employees in the union who are members of the Union, less each non-member's proportionate share of the amount of the Union dues and fees spent on activities not chargeable to such fees in the prior year.

SECTION 4. In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employees fee shall be placed by the Union in an interest bearing escrow account, pending the results of any court proceedings, the exhaustion of the Union's internal rebate procedure and/or any determination by the State Employment Relations Board, pursuant to the provisions of ORC 4117.09 (c).

SECTION 5. The Union agrees to indemnify and hold the Employer harmless against any and all such claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

SECTION 6. The Employer agrees to treat all its employees equally, where inequities are not based on legitimate occupational differences, regardless of employee organization affiliation.

ARTICLE 5 REPRESENTAITON, CONSULTATION AND NEGOTIATION

SECTION 1. The Employer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon reasonable advance notice to the Employer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties to participate in the adjustment of grievances and attend other meetings covered herein. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized herein. The Employer reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer of representative where safety requirements do not permit unlimited access to the facilities or sites.

SECTION 2. The parties agree to consult and negotiate in good faith on matters concerning the terms and conditions of employment with the intention of reaching Agreement, reducing such Agreement to writing and making such writing enforceable as a contract. To this end, the parties agree to meet personally and through representatives authorized to take effective action at reasonable intervals and at reasonable times and places at the request of either party. Except in cases of emergency or upon waiver of notice by the other party, a party proposing a matter for negotiation shall give written notice to the other party describing in detail the subject desired to be discussed, at least ten (10) days before the meeting to consult and negotiate. Such notice shall be sent to the Appointing Authority of the Employer or his designated representative or to the Executive Director of the Union or his designated representative, respectively.

SECTION 3. The Employer agrees to reimburse not more than two (2) bargaining unit members of the Union who are appointed as representatives to serve on the Union bargaining committee for the time spent in actual meetings with the Employer to re-negotiate this Agreement where such meeting takes place during such members' regularly scheduled straight time hours on the days in question. Should these meetings start prior to, or extend beyond the members' regularly scheduled straight time hours on the days in question, the Employer shall not be obligated to pay for such additional hours. The Employer will not reimburse members for any expense incurred in fulfilling their position as representatives on the Union bargaining committee. The Executive Director of the Union will notify the Employer in writing of the names of the members selected to serve on the Union bargaining committee prior to the first scheduled negotiation date. Members so selected will notify their immediate supervisors of their selection and of all scheduled negotiation dates as soon as such information is made known to the selected members.

SECTION 4. Consultation, negotiations and other representation activities necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Employees representing either the Employer or the Union in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions. The Employer agrees to keep the Union informed on request for specific information of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.

SECTION 5. Meeting of the Chapters or Committees of the Union will be permitted on County property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of the participants on the day in question.

SECTION 6. duly elected Union delegates or alternates to the annual conventions or President's Conferences of the Union, who are members in the bargaining unit, shall be granted time off for the purpose of participating in such conventions. The Union will limit this provision

to one (1) delegate and one (1) alternate. The Union shall give the Employer at least one (1) calendar month written notice of the members who will be attending such functions.

ARTICLE 6 LABOR MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor management relations, the Union and the Employer will meet at least once per quarter at agreeable dates and times for the purpose of discussing those matters outline below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed.

The purpose of the meetings shall be to:

- a. Discuss the administration of this agreement;
- b. Notify the Union of changes made by the Employer which may affect bargaining unit employees;
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d. Disseminate general information of interest to the parties;
- e. Give the Union representative the opportunity to share the view of their members and or make suggestions on the subjects of interest to their members;
- f. Discuss ways to improve efficiency and work performance, and;
- g. Consider and discuss health and safety matters.

SECTION 2. The party requesting a special meeting, other than the regular quarterly meeting outlined in Section 1, shall furnish an agenda at least five (5) working days in advance of the scheduled meeting, and the names of those representatives who will be in attendance.

SECTION 3. Local Union employees, representatives attending labor management meetings shall not suffer a loss of pay for the straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 7 NON-DISCRIMINATION

SECTION 1. No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization or political affiliation, age or for the purpose of evading the spirit of this Agreement. The Employer and Union agree to abide by the provisions of applicable Federal, State and Local Laws and executive orders regarding these matters.

SECTION 2. The Union and the Employer agree that membership in the Union shall be open to all employees of the Employer in accord with the Recognition Clause, Article 3, regardless of

race, color, religion, national origin, sex, marital status, political affiliation or age. The Employer will do nothing to discourage its employees from membership in the Union.

ARTICLE 8 PROBATION PERIODS

SECTION 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. It is understood that probationary employees shall be entitled to applicable benefits enjoyed under this Agreement.

SECTION 2. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance in the new position shall be returned to his former position any time during his probationary period.

SECTION 3. Newly promoted bargaining unit employees may return to their former position within the first twenty-one (21) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned by the Employer to their former position or similar position if the former position no longer exists, no sooner than twenty-eight (28) calendar days from the date the employee begins the new position, as defined in Section 2 herein, unless the health and safety of the employee or other employees is in question or for reasons of economy.

SECTION 4. Any employee within the bargaining unit who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than is the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary level of the higher position. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employees normal classification salary base.

SECTION 5. Any employee hired as a Sanitarian in Training shall have twenty four (24) months from the date of hire to pass the SIT test and become a registered health sanitarian. The twenty four (24) months does not include the processing of the registration by the State Board of Sanitarian Registration.

ARTICLE 9
CORRECTIVE ACTION AND PERSONNEL FILES

SECTION 1. The tenure of every employee of the Employer shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged or removed except for just cause. Nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

SECTION 2. The Employer agrees that the principles of progressive corrective action will be followed with respect to minor offenses where such action is deemed appropriate, on one or more oral or written reprimands prior to any suspension for subsequent offenses; thereafter, more severe progressive corrective action may be taken. The Employer will give copies of all written corrective action taken to the affected member and the Unions appropriate field representative immediately upon their publication. Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the grievance procedure and arbitration as provided herein.

SECTION 3. Written reprimands will cease to have any force and effect and will be removed from the employees personnel files one (1) year after the effective date of the reprimand providing there are not intervening reprimands during the one (1) year period. Suspensions will cease to have any force and effect and will be removed from employee's personnel files eighteen (18) months after the effective date of the suspension providing there have been non-intervening reprimands or suspensions. However, such disciplinary records may be used by the employer to hold himself harmless and defend himself in suits, actions, claims, allegations such as E.E.O. and civil suits, insurance claims, unfair labor practice charges, etc.

SECTION 4. INVESTIGATORY INTERVIEW

An employee shall be entitled to the presence of a Union Steward at an Investigatory Interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.82, notwithstanding.

SECTION 5. PRE-DISCIPLINARY CONFERENCE

Whenever the employer (or designee) determines that an employee may be disciplined for just cause, including only suspension, demotion or termination, the employer (or designee) will notify the employee that the employee is entitled to a pre-disciplinary conference. At least seventy two (72) hours prior to the pre-disciplinary conference, the employee and his/her union representative shall be provided access to the investigation file. The employee may waive the pre-disciplinary conference. Prior to the conference, the employee and his/her

union representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. An employee who is charged, or his/her representative may make a written request for a continuance of up to forty eight (48) hours. Such continuance shall not be unreasonably denied. At the discretion of the employer, in cases where a criminal investigation may occur, the pre-disciplinary meeting may be delayed until after disposition of the criminal charges.

ARTICLE 10 PERSONNEL RECORDS

SECTION 1. The Employer shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, the employee shall be permitted to examine his official files at any reasonable time in the presence of a Union Steward or other Union representative of the Employer and to have placed in such files non-derogatory memoranda offered by the employee. The Employer shall take all reasonable precautions to insure the confidentiality of the official personnel files.

SECTION 2. Association representatives may review an employee's personnel file at reasonable times in the presence of a representative of the Employer and when accompanied by the employee, or if the representative has written authorization from the employee.

ARTICLE 11 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

SECTION 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employers services and programs.

SECTION 2. The parties recognize that it is the philosophy of the Employer that, to the extent possible, the employees will be put on notice, in writing, and in advance of any alleged violations of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is in the interest of the Employer and by their fellow workers. The parties further understand that it is in the interest of the Employer to protect the rights and well being of all employees of the Employer, while not unduly restricting the generally accepted individual rights of any employee. Therefore, the Employer counter-promulgates written work rules in an attempt to establish standards of personal conduct. The Union does not acknowledge unwritten work rules.

SECTION 3. The Employer agrees that every member at each facility shall have access to the work rules for the duration of this Agreement. Copies of newly established work rules or amendments to existing work rules will be furnished to and discussed with the appropriate

non-employee Union official at least fifteen (15) working days prior to the effective date of such rules or amendments. Should any work rule conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

SECTION 4. It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against who such rules, policies and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation as to him or her through the grievance procedure and arbitration provisions of this Agreement.

SECTION 5. Within thirty (30) days from the adoption of work rules, the Employer shall furnish to the Union a copy or copies of its existing written work rules and shall appoint a committee of two (2) persons to meet and work with a two (2) member committee of the Union to review said rules. The Employer committee and the Union committee shall jointly report to the parties the present status of the rules and any suggestions which they might have for possible changes in, deletions from, or additions to the rules and their suggestions shall become the subject of collective negotiations between the parties under the procedures of Article 4 of this Agreement. Employees participating in this joint activity shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions.

ARTICLE 12 UNION STEWARDS

SECTION 1. The Union will designate not more than two (2) Union stewards who are members of the Union and within the employ of the Trumbull County Health Department. Should new facilities be established and/or bargaining unit employment increase during the life of this agreement or any extension thereof, upon notification to the Employer by the Union, a notice to negotiate will be served and negotiations will commence immediately to discuss the need for additional Union stewards.

SECTION 2. The union shall designate the jurisdictional areas for the Union stewards. Jurisdictional areas will comprise an equal number of employees as is consistent with the geographical location of the work units covered.

SECTION 3. The Union shall notify the Employer in writing of the name of the Union stewards and respective jurisdictional areas within thirty (30) days after the stewards are appointed. The Union thereafter will forward any changes to the Employer as soon as the changes are made.

**ARTICLE 13
GRIEVANCE PROCEDURE**

SECTION 1. The word “grievance” as used in this Agreement refers to an alleged failure of the Employer to comply with the provisions of this Agreement or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

SECTION 2. An employee who is in the bargaining unit may bring a grievance, under this procedure. Where a group of employees desires to file a grievance involving a situation affecting each other in the same manner, one (1) employee selected by such group will process the grievance. A list of all affected employees and their classifications will be attached to such group grievance.

SECTION 3. Employees may choose to have their appropriate Union steward represent them beginning with Step 1 of this grievance procedure. If an employee brings any grievance to the Employer’s attention beginning with Step 1 without first having notified an appropriate Union steward, the Employer representative to whom such grievance is brought shall not discuss the matter until either he or the employee has personally (verbally or in writing) notified an appropriate Union steward and given such steward an opportunity to be present in such discussion. This notification requirement shall not apply, however, to informal verbal attempts to resolve a grievance prior to Step One.

SECTION 4. Employee will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents, which led to the grievance, occurred or are first known by the employee.

SECTION 5. An employee may be given a reasonable time to consult with his appropriate unit steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of his desire. The employee’s supervisor will arrange a meeting to take place as soon as possible for the employee with his appropriate Union steward. Employees will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The employee, his appropriate Union steward or the Employer will not abuse the investigative and processing time. In a group grievance, discussed in Section 2 of this Article, only one (1) grievant shall be in pay status during the investigative and processing steps provided in this Article.

SECTION 6. The following are the implementation steps and procedures for handling the employee’s grievances:

- A. STEP 1 – IMMEDIATE SUPERVISOR – verbal discussion with employee and Union steward and immediate supervisor.

- B. STEP 2 – HEALTH COMMISSIONER/DESIGNEE – The grievant and/or the Union shall raise the grievance in writing with the Health Commissioner/Designee. The Health Commissioner/Designee shall be informed that this discussion constitutes the second step of the grievance procedure. All grievances must be presented no later than ten (10) working days from the date the grievance became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. The Health Commissioner/Designee shall render a written response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at step 2, the Health Commissioner/Designee shall prepare and sign a written statement acknowledging discussion of the grievance and provide a copy to the Union and the grievant.
- C. STEP 3 – ARBITRATION – The Steward shall notify the Employer and the Union within ten (10) working days of the receipt of the Step 3 answer of his desire to seek arbitration. The determination of whether to seek arbitration rests with the Union. Within fifteen (15) days of such notification, the parties shall meet to select an arbitrator pursuant to the voluntary labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall determine any question of arbitrability. Costs of the arbitration will be borne equally by the parties. The decision of the arbitrator shall be in writing and shall be final and binding on the parties in matters of contract interpretation and discipline only. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement. If either party desires a verbatim record of the proceeding, it may cause such record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared.

SECTION 7. The Employer or his designated representative shall make a thorough investigation of the circumstances and allegations surrounding the grievance. Such investigation may include the taking of written statement, reviewing all available written reports, answers at the prior steps, corrective action reports, assignment sheets, time records, written instructions, policies, rules and regulations and all other information pertinent to the grievance.

SECTION 8. The grievant and the appropriate Union steward will attend all steps of the grievance procedure. In addition, the grievant may choose a non-employee, duly accredited representative of the Union to attend the meeting.

SECTION 9. It is the Employers and the Unions intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the Employers designated representative may mutually agree, at any step, to short time extensions for the Employers answer. In the absence of such mutual extensions, the grievant may, at any step where a response is not forthcoming within specified

time limits, move the grievance along to the next step in the grievance procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

SECTION 10. In each step of the grievance procedure outlined in Section 6 of this Article, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that the other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempt to bring resolution to the grievance.

SECTION 11. The Department and the Union shall develop jointly a grievance form. The Employer will supply such forms. The form is to be prepared in triplicate. Copies of the completed form, including the action taken will be distributed to the Employer and the Union. The jointly developed grievance form will be made readily available to all bargaining unit members at each facility of the Employer. The appropriate officer of the Employer will assign a consecutive number to each grievance and will maintain a logbook available on request to the Union to account for each number assigned.

ARTICLE 14 WAGES AND HOURS

SECTION 1. The hourly wage schedule as established in Appendix "A" salary rates shall be effective January 1, 2014 and remain in effect until December 31, 2016. The salary rate increase for 2014 will be 2%; 2015 –2% and 2016 – 2%. There will be retroactivity for the year 2014.

SECTION 2. One and one-half (1 ½) times the employees regular straight time hourly rate shall be paid for:

- A. Hours worked in excess of forty (40) in one work week;
- B. Hours worked on Saturday and Sunday; and,
- C. All hours worked in excess of eight (8) in one (1) day
- D. Employee must be in continuous active pay status for a day or a week to receive overtime. Active pay status means an employee has not been on any type of leave status (vacation, sick, bereavement, court, etc.) or taken compensatory time.

- E. Employees may elect to accrue compensatory time off in lieu of cash overtime. Compensatory time off will be earned one time and one half (1 ½) basis. The maximum accrual of compensatory time shall be eighty (80) hours and will carry over to the next calendar year up to 40 hours. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

SECTION 3. Two (2) times the employees regular straight time hourly rate shall be paid for:

- A. Hours worked on holidays (When required to work by Employer)

SECTION 4. Work schedules are defined as a members regularly assigned hours of the day and day of the week and shift assignments.

- A. All employees: Monday through Friday
8:30 am – 4:30 pm and one (1) hour paid lunch

Temporary changes of work schedules can be made to meet the operational needs of the Employer. A minimum of one (1) day advance written notice shall be provided. Hours of work and paid lunch times shall not be reduced as a result of temporary or permanent work schedule changes.

All employees of the Trumbull County Health Department are considered to be on call twenty four (24) hours a day to handle emergencies. Employees, who are called to work outside of their regularly scheduled shift and cannot be reached for the emergency work, shall not be subject to discipline. Employees directed not to report to work or sent home due to weather conditions (snow & ice) shall be granted leave with pay at the regular rate for their scheduled work hours during the duration of the emergency. Only employees required to report to work, or required to stay at work during such weather (snow & ice) emergency shall receive pay at time and one half (1 ½) for hours worked during the emergency.

A weather (snow and ice) emergency shall be considered to exist for either Trumbull County or the City of Warren when it is declared by the Governor, Trumbull County Commissioners, Trumbull County Sheriff, Mayor of Warren or the Trumbull County Health Commissioner. Weather emergencies for other locales where employees live or travel shall not be recognized by the Employer for purposes of requiring Employees to report to work.

Permanent changes to work schedules shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily. A minimum of five (5) work days written notice will be provided to members affected by a work schedule change, except when changes are necessitated by unforeseen situations; however, a member will not be required to change his posted schedule solely to avoid payment of premium pay to such member.

SECTION 5. The Employer will reimburse employees who are required to drive their own vehicles in their employment for actual miles traveled at the current IRS rate. There will be retroactive adjustment made if the IRS approved rate increases. However, there will also be an adjustment if the rate decreases. Employees will maintain Employer supplied mileage forms on which accurate records of mileage will be kept. The forms will be turned into the employees immediate supervisor on a bi-monthly basis.

SECTION 6. FLEX-TIME HOURS

We will continue to flex short time arrangement and said arrangements must be mutually agreed to between the employee and his/her supervisor.

SECTION 7. CONTINUING EDUCATION

Continuing education is always the responsibility of the employee and the Employer bears absolutely no responsibility for providing neither the means nor the methods of maintaining their own continuing education requirements.

Currently the Employer has the following position classifications, which require mandatory continuing education requirements by a state agency or organization in Ohio:

Position	CEU Requirement
S.I.T.	18 hours per year
Registered Sanitarian	18 hours per year
Registered Nurse	24 hours per two years
Social Worker	30 hours per two years
Health Educator (C.H.E.S.)	15 hours per year
Plumbing Inspector	10 hours per year
State Teachers Certification	6 hours every 4 years or Ohio Department Of Education requirement
Family Service Educators	10-20 hours per year

The Employer agrees to continue the past practice of allowing any employee who possesses a credential, certificate, etc. in any of the above listed positions, regardless if they are currently practicing in that particular field for the Employer, to attend continuing education programs up to the maximum number of required hours on the paid time of the Employer. If an employee wants to attend additional continuing education programs after they have reached their annual limit, then the employee shall be charged either vacation or compensatory time for attending programs beyond their annual limit. However, if the Employer provides written notice to the employee that they are required to attend a program after the employee has reaches their annual limit then no leave time shall be assessed to the employee.

Overtime, comp time for travel or mileage shall be provided to employees who attend programs ONLY if they are required to attend by the Employer and the authorization is provided in advance of the program.

SECTION 8. EDUCATION DIFFERENTIAL – An educational differential shall be paid to each employee if the educational attainment bears a direct and reasonably relationship to the employee’s job classification as determined by the Employer and the education was obtained from an accredited educational program. The educational differentials shall be paid at the first full pay in June of each year:

Associate Degree/Nursing Diploma/Trade School/Plumbing	\$300.00
Baccalaureate Degree	\$750.00
Masters’ Degree	\$1,250.00
Doctorate Degree	\$2,250.00

SECTION 9. LONGEVITY – Beginning after four (4) years of service, \$100.00 a year, times the number of years of service; employees will be paid at the first full payroll payment in January each year. For the year 2014, the remaining balance of longevity will be paid in full on the next payroll upon ratification of this agreement. Except for retirement, any employee leaving employment with the Trumbull County Health Department prior to their anniversary date will have their longevity entitlement prorated to include the month they leave employment. If any prorated amount is due an employee it will be paid in their last check from Trumbull County Health Department. Any employee that has reached their anniversary date will be paid the balance of their longevity due on their last check.

After 4 years of service	\$500.00
After 5 years of service	\$600.00
After 6 years of service	\$700.00
After 7 years of service	\$800.00
Etc. up to 32 years of service	\$3,200.00
After 32 years of service capped at	\$3,200.00

SECTION 10. RETIREMENT

An employee that has been employed with the Employer for thirty (30) continuous years of service and employee desires to retire, the employee must submit a 12 month advance notice in writing to the Employer of their intent to retire. With said advance notice in writing, employee will receive Three Hundred Dollars (\$300.00) for each year of service and said funds will be added into their last year of service salary rate in addition to any negotiated salary increase for bargaining unit members. Employee must complete their 30th year of service. In the event employee has submitted their notice of intent to retire and during the course of the 12 months, employee is placed on sick leave, this time will not be deducted from employee notice. However, sick time will be deducted in the usual fashion for bi-weekly payrolls in accord with the collective bargaining agreement. The advance notice in writing shall be addressed to the Trumbull County Board of health and forwarded to the Health Commissioner who serves as Secretary to the Board of Health. A copy shall also be forwarded to the Union. The advance notice in writing is irrevocable once it has been submitted to and accepted by the Board of Health. This section in no way implies that once an employee has reached 30 years of service,

he or she must retire, they may continue working and any years accrued after 30 years will count towards their last year of service salary rate.

ARTICLE 15 SENIORITY

SECTION 1. “Seniority” for purposes of this Agreement shall be defined as total service in the employ of the Employer within the bargaining unit. Employees who leave the bargaining unit for any reason shall retain their bargaining unit seniority, but shall not accrue additional seniority when working in a non-bargaining unit position.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

SECTION 3. Ties in seniority shall be broken in the descending numeric order of the last four (4) digits of the employees social security number. For example, two employees hired the same date and having last four digits of social security number 1234 and 5678, the employee with 5678 would have seniority over the other employee with the number 1234 for all matters to include promotions, layoffs, etc. The last four digits are the numeric number not the sum of the four digits.

ARTICLE 16 VACANCIES, PROMOTIONS, TRANSFERS

SECTION 1. It is the policy of the Employer to provide classified employees with an opportunity to be promoted and transferred. Therefore, when a vacancy occurs in a full-time position in the bargaining unit (as defined in Article 3) in a facility or other employing unit, the Employer shall post a notice, indicating the position vacancy, also hourly wage scale or salary, on appropriate bulletin boards in all facilities for a period of at least five (5) calendar days (not including the day of posting). Interested full-time employees-members may have their applications considered by filing a written statement on forms provided by the Employer, to the Director listed on the posting within the first five (5) calendar days of the posting (not including the day of posting). It is understood that pursuant to Article 2, the Employer will decide when a vacancy exists or is imminent and that such vacancy will not be posted until the Employer has approved that vacancy and will be filled once the job has been posted, however, it will be filled pursuant to this Article and within two (2) calendar weeks after the end of the posting period. Each posting will contain the statement that those who are applying for the posted position for promotional purposes should those bidding upon the position as a lateral transfer be granted the job pursuant to this Article, such promotional applicants will be subject to accepting the remaining opening on a shift, schedule work week, or in a work area different from that on the original posting position should they agree to accept such remaining position. One (1) copy of such posting shall be furnished to the highest ranking officer of the Union employed by the Employer.

SECTION 2. In classifications with more than one level, employees shall be promoted as follows: Employees shall be promoted to the level 2 classification for their position upon completion of five (5) full years of service with the Trumbull County Health Department and to the level 3 classification for their position after completion of fifteen (15) full years of service with the Trumbull County Health Department.

SECTION 3. All member applicants for promotion or transfer must meet the following criteria:

- A. Minimum job qualifications. (For those positions currently in the bargaining unit, the minimum job qualifications shall not be increased to exclude Health Department employees.)
- B. Familiarity with the required duties of the new position including past work history in the same or related position for the Employer.
- C. Physical ability to do the work required by the job requirements.

When qualifications are relatively equal, seniority will control.

SECTION 4. Upon receipt of the application for the posted vacancy, first consideration shall be given to those timely, inhouse applicants who are in the same class as the open position and are therefore requesting a lateral transfer to the vacancy, second consideration shall be given to those timely, inhouse applicants in positions beneath the vacant position who desire the position as a promotion.

SECTION 5. When considering the applications, the vacant position will first be filled by those timely applicants who are presently in the same classification as the vacant position and are requesting a transfer to a preferred work schedule, shift or location. No applicant will be selected who has less than a member applicant whose application cannot be turned down for other reasons provided by this Article. Once this vacancy is filled, the vacancy left by the selection of the inhouse applicant for promotion may be posted and the process above will be repeated as to the new vacancy.

SECTION 6. When the Employer advances a member to a higher classification, his new pay rate will become effective no later than the date of his advancement. If the newly promoted employee is deemed not suitable for the position he/she has been promoted to, the employee will be given the opportunity to return to this previously held position and salary in accordance with the provision in Article 7, Probationary Period.

SECTION 7. The Employer, through the managing directions of facilities employing members of the Union, shall prepare and maintain seniority lists of employees in job classifications where there are members. These lists shall be provided to and posted semi-annually by the top inhouse Union official on the bulletin boards provided in Article 14. The lists shall contain each employee's name, his classification, seniority date and his total seniority. Members shall have thirty (30) calendar days from the date of the posting to inform the Employer of alleged errors in the dates posted.

ARTICLE 17
LAYOFF AND RECALL

SECTION 1. In the event that the Health Department suffers a lack of work of funds necessitating a reduction of the work force, the Health Department shall have the right to institute a layoff. Layoffs and recalls shall be conducted solely in accordance with the terms and conditions of this Article. A fifteen (15) calendar day notice in advance of layoff shall be given.

SECTION 2. The Employer or his designee shall layoff that number of individuals as is required in the reverse order of seniority, within the affected classifications. The Employer or designee shall eliminate all seasonal, temporary, casual, student interns, contract employees and new hires that have not completed their probationary period before full-time or part-time employees.

SECTION 3. Any employee receiving notice of layoff shall have five (5) working days following receipt of said notice in which to use his seniority to exercise his right to displace another employee.

An employee who is laid off or who is displaced as a result of a layoff, shall have the right to displace the employee with the least senior in another classification, provided, the laid-off or displaced employee is qualified to perform the job functions in that classification, provided the classification is lower or equivalent classification in rate of pay to the employees current classification.

Any Employer who displaces into a lower rated position shall be compensated at the lower rate of pay and benefits. Any employee who is displaced from his position shall have five (5) working days in which to exercise his displacement rights in a similar manner. Any employee who does not have sufficient seniority and is not qualified to displace another employee shall be laid off and placed on a recall list.

Any employee laid off or displaced from his classification by the procedures of this article may elect to take the layoff rather than exercise his displacement rights. Such election shall be made at the time the layoff occurs and shall be considered final. The employee can only be recalled into their last position within their classification during the twenty four (24) month recall period. All recall rights terminate after twenty four (24) months from the last day worked.

SECTION 4. Employees who have exercised their bumping rights shall be moved into their original position when that position becomes available. Once continuous service is broken unless the employee is reinstated, the employee loses all previously accumulated seniority.

SECTION 5. Laid off employees shall remain on a recall list for twenty four (24) months from their last day of work. Recall from layoff shall be made from the list in reverse order of layoff providing that the recalled employee is able to perform the available work without greater than normal supervision and training. The Employer or designee shall notify the employee by certified mail sent to the last place of residence shown for the employee on the Health

Department records. If the employee has not accepted the offer or recall within seven (7) days of the date of mailing he/she shall forfeit recall rights and the employee shall be removed from the seniority list. Likewise, if the recalled employee does not actually return to work within fourteen (14) days, recall rights shall be forfeited.

SECTION 6. Employer agrees that the ability to conduct mandated programs shall be considered before any lay off occurs. Part time personnel may occur within any classification. These employees would be laid off prior to any full time employee in that classification.

SECTION 7. In the event that the Employer suffers a lack of work, lack of funds or reorganizes for efficiency of operation and thus abolishes or lays-off a non-bargaining unit position as identified in Article 3, Recognition, Section 2, Classification excluded from the bargaining unit, the Employer and Union agree that any person occupying a position under Article 3, Section 2 who is laid off or whose position is abolished shall not bump any bargaining unit employee.

The Employer and the Union thus agree that all current or former employees who are classified as Administrator, Director of Environmental Health Services, Director of Nursing, Help Me Grow Coordinator, Health Commissioner and Medical Director have no bumping bargaining unit rights.

**ARTICLE 18
SICK LEAVE AND INJURY LEAVE**

SECTION 1. All employees shall accrue sick leave credits. Earned at a rate of 4.6 hours for each 80 hours of service in active pay status and sick leave accrued but not used or converted as hereinafter provided in any year, shall be cumulative without limit. Part time, seasonal and intermittent workers shall be credited with sick leave at the same rate (pro-rated for hours worked). Employees who are granted their leave of absence with pay or without pay for sick leave at the regularly prescribed rate during such absence but such accrual shall not be available to employees until return from leave. Sick leave credits will not accrue during a period of suspension or other types of leave without pay.

SECTION 2. SICK LEAVE AND INJURY LEAVE

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other, child, grandchild, parents, mother in law, father in law, son in law, daughter in law, grandparents, brother, sister, brother in law, sister in law or legal guardian or other person who stands in place of a parent. A period of up to seven (7) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

SECTION 3. EMPLOYEES RESPONSIBILITY

An employee on sick leave shall inform his immediate supervisor of the fact, at least thirty (30) minutes after the starting time, except in case of provable inability to make a telephone call and providing further that the call shall be made as soon as possible thereafter.

SECTION 4. FRACTION OF A DAY

Absence for a fraction of a day that is chargeable to sick leave in accordance with those provisions shall be charged proportionately in amounts of not less than one-half (1/2) hour increments.

SECTION 5. A bargaining unit employee having a minimum of five (5) years service with the Employer who retires under the applicable pension plan of the Employer shall, within thirty (30) calendar days of the effective date of retirement, receive a lump sum payment for accumulated but unused sick leave pursuant to the chart in Section 7 of this Article. Such payment shall be based on the employee's rate of pay at the time of retirement. In the event a bargaining unit employee with five (5) or more years of service with the Employer dies while employed, the Employer shall pay the deceased employees estate, the above referenced payment.

SECTION 6. EVIDENCE REQUIRED FOR SICK LEAVE USAGE

Upon return to work the employee must complete a standard written signed Sick Leave Use Statement. The written statement must be submitted immediately upon the employee's return to work and is subject to the approval of the Employer. The employees Sick Leave Statement and Physician's Document, if required, (absence of three (3) consecutive days) must indicate that the employee may return to work without restrictions/limitations.

SECTION 7. UNUSED SICK LEAVE CONVERSION

Any employee may elect, at the time of retirement from active service with the Employer and with five (5) or more years of service with the Trumbull County Health Board, to be paid in cash, for various defined percentages of the value, up to a maximum of one hundred twenty (120) days of his or her accrued, but unused, sick leave credit, such payment to be based on the employees rate of pay at the time of retirement. Such election must be made no later than ninety (90) days from the final date of employment. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any member.

BALANCE OF SICK LEAVE

CASH PERCENTAGE

0 to 1,000 Hours	50% of 960 Hours
1,001 to 1,300 Hours	60% of 960 Hours
1,301 to 1,500 Hours	70% of 960 Hours
1,501 to 1,900 Hours	80% of 960 Hours
1,901 or More Hours	90% of 960 Hours

SECTION 8. The Employer maintains the right to control employee attendance and absenteeism. In the event that an employee uses excessive amount of sick leave which cannot

be justified or develops a pattern of sick leave abuse appropriate corrective and/or disciplinary action will be taken.

ARTICLE 19 FAMILY AND MEDICAL LEAVE

SECTION 1. While the Family and Medical Leave Act of 1993 does not mandate the Employer (Trumbull County Board of Health) to provide for Family and Medical Leave (hereinafter referred to as “Family Leave”), the Employer will provide for a Family Leave Program with specification contained within this Article.

SECTION 2. Employees who have worked for a minimum of twelve (12) months may be eligible for up to twelve (12) weeks of unpaid Family Leave. Any sick leave, vacation leave or any other type of leave requested for the reasons under Family Leave shall be counted as part of Family Leave and shall be counted as part of the twelve (12) weeks available for Family Leave.

SECTION 3. The employee must exhaust their accrued sick leave, accumulated compensatory time and all but eighty (80) hours of accumulated vacation prior to take leave under the Family Medical Leave Act (FMLA) of 1993.

If a married couple are both employees of the Board of health then the couple may only take an aggregate of twelve (12) weeks of unpaid Family Leave.

SECTION 4. Family leave may be granted for one of the following reasons:

- A. Birth and/or care of a newborn child or placement of a child for adoption or foster care if such leave occurs within twelve (12) months of the birth or placement. The employee must give at least thirty (30) days advance notice prior to the date leave would begin for the birth or placement of a child.
- B. The need to care for the spouse, child or parent of the employee because the individual has a serious health condition (illness, injury, impairment or physical or mental condition which requires either inpatient care or continuing treatment by a Certified Health Care Provider) and for a period of more than (3) work days.
- C. The employee has a serious health condition (as defined in 3. B above) that makes the employee unable to perform the functions of his or her position.

SECTION 5. If family leave is foreseeable under Section 3. B and 3. C. above for a serious health condition, than the employee is required to provide as much notice as practicable along with appropriate medical certification (from a physician) and if treatment is foreseeable then thirty (30) days advance notice is required along with appropriate medical certification.

SECTION 6. An employee who requests leave because of his or her own serious health condition, or the need to care for an immediate family member with a serious health condition, can take the leave intermittently when it is physician certified as medically necessary or on a reduced basis. If the employee wants to take leave on an intermittent or reduced basis for the birth or adoption of a child, the employee may do so only if approved by Trumbull County Board of health. Employees who request intermittent leave based on foreseeable medical treatment may be temporarily transferred to a job with equal pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

SECTION 7. Employees requesting leave shall provide the Trumbull County Board of Health with a physician’s certification of the need for such leave. If the Trumbull County Board of Health wishes to obtain a second opinion regarding the need for leave, the Trumbull County Board of Health may request that the employee undergo a second medical examination at the Trumbull County Board of Health expense. If the Trumbull County Board of Health doctor indicates no leave is necessary, the parties shall select a third physician who shall examine the employee. The third physician’s decision regarding the employees need for medical leave shall be determinative.

SECTION 8. When requesting family leave the employee may request paid leave as applicable (sick leave, vacation personal day, compensatory time) along with leave without pay to cover their time while on leave. The combined paid and unpaid leave shall constitute time counted in tracking the family leave. If the employee is not released to return to work from a serious health condition as the end of the twelve (12) weeks of Family Leave, then the employee may request additional leave which shall be granted solely at the discretion of the Employer. A medical certificate (physicians statement) verifying the employees fitness for duty must be submitted prior to the employees return to work if the leave is for a serious health condition.

SECTION 9. An employee who uses his or her leave is entitled to be restored to his or her position of employment when the leave commenced or to a position equivalent in pay.

SECTION 10. The Trumbull County Board of Health will maintain coverage of the employee under any group health plan for the duration of the family leave, except that the Trumbull County Board of Health shall recover the premiums paid for continuation of coverage of any employee who fails to return to work unless the failure to return is due to the continuation or recurrence of a serious health condition beyond the control of the employee.

SECTION 11. DONATION OF PAID LEAVE

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of this leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious illness or injury of the employee or a member of the employees immediate family.

1. An employee may receive donated leave up to the number of hours the employee is normally scheduled to work in each pay period provided that the employee who is to receive the donated leave:
 - A. (or a member of the employee's immediate family) has a serious illness or injury;
 - B. Has no accrued leave or has not been approved to receive other state or federal government paid benefits; and
 - C. Has applied for any paid leave, workers' compensation or benefits program for which the employee is eligible. Employees who have applied for these benefits may use donated leave to satisfy any waiting period for such benefits where applicable and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program (e.g. fifty six hours per pay period may be used by an employee who has satisfied the disability waiting period and is pending approval; this amount is equal to the seventy (70%) provided by disability).

2. Employees may donate leave if the donating employee:
 - A. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - B. Donates a minimum of eight (8) hours;
 - C. Retain a combined leave balance of at least one hundred and twenty (120) hours. Leaves shall be donated in the same manner in which it would otherwise be used.

3. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits that they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used if necessary, in the following pay period before any additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted to a cash benefit.

4. Employees who wish to donate leave shall certify:
 - A. The name of the employee for whom the donated leave is intended
 - B. The type of leave and the number of hours to be donated
 - C. That the employee will have a minimum combined leave balance of one hundred twenty (120) hours and
 - D. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

5. The Employer and the Union shall ensure that no employees are forced or coerced to donate leave. The employer shall respect an employee's right to privacy, however, the employer may, with the permission of the affected employee or a member of the employee's immediate family inform employees of their co-workers

critical need for leave. The employer shall not directly solicit leave donations from employees and the donation of leave shall occur on a strictly volunteer basis.

6. Except in the case of determining eligibility to participate and other applicable sections of this article, disputes or claims of bias or prejudice between or among employees in donating leave shall be the sole provenance of the union and its members. The employee(s) shall have no appeal under the grievance procedure.
7. Except as outlined in 6 above, no employee shall have any claim of bias, discrimination or prejudice against the union, its members or agent. It is understood that the donate of paid leave is a personal, voluntary and individual choice of the donor and the employee requesting such leave shall have no course of action against any employee or their representatives for the denial of donation. Such program is not management nor union driven.

**ARTICLE 20
VACATION**

SECTION 1. Full-time and part-time employees are entitled to vacation with pay after six (6) months of continuous service in an active pay status and based upon a 2080 hour work year for full time employees. Part time employees shall have their vacation time pro-rated according to the number of hours they normally work in a pay period. The amount of vacation lave to which an employee is entitled is based upon length of service (pro-rated for part time employees) as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than six (6) months	none
Six (6) months to 1 year	40-80 hours
1 year through 5 years	80 hours
6 years through 10 years	120 hours
11 years through 15 years	160 hours
16 years through 20 years	200 hours
21 years or more	240 hours

Such vacation leave shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>	<u>Maximum Accrual</u>
40-80 hours	3.1 hours	
80 hours	3.1 hours	240 hours
120 hours	4.6 hours	360 hours
160 hours	6.2 hours	480 hours

200 hours
240 hours

7.7 hours
9.2 hours

600 hours
720 hours

SECTION 2. No employees will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed their one hundred eighty (180) day probationary period of employment with the Employer.

SECTION 3. The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time.

SECTION 4. Vacations shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the workload requirements of the Employer. For this reason, the Employer shall require vacation requests of one (1) week or more to be made at least one (1) week prior to the effective date of such leave. Vacation leave requests of less than one (1) week duration are subject to the discretion of the Employer and shall not be unreasonably denied.

SECTION 5. An employee may take vacation leave between the year in which it has earned and the next anniversary day of the employment. The Employer shall permit an employee to carry vacation from year to year not to exceed three (3) years. Each employee may receive cash payment for up to two (2) weeks, in one week increments of accumulated but unused vacation at the end of each calendar year. Employee must have 80 hours of accumulated vacation remaining after a cash payment of one week or two weeks. Request for such payment shall be submitted to the employees supervisor no later than the last pay in November of each year. (See Appendix C for form)

SECTION 6. Days specified as holidays in this Agreement shall not be charged to an employees vacation leave.

SECTION 7. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned, but unused, vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit to the maximums set forth by this Article.

SECTION 8. An employee who is retiring and has given written notice to the employer at least eighteen (18) months prior to their retirement date, shall qualify for a negotiated increase adjustment in their salary for PERS service time in exchange for using all accrued vacation time prior to retirement and thus shall not be eligible for receiving payment for accrued and unused vacation time normally paid at the time of separation as outline in Section 7 above.

SECTION 9. In the case of the death of an employee or in the case of the employee leaving prior to the end of the eighteen (18) months any unused vacation leave to the credit of such employee shall be paid to the employee, the deceased employees spouse or to the estate of

such employee. Employees shall be required to provide written documentation as the beneficiary for the purpose of this Section.

SECTION 10. Vacation time is earned during the time the employee is on active pay status. It is not earned while an employee is on any unpaid leave.

ARTICLE 21 BULLETIN BOARD

SECTION 1. The Employer shall provide a bulletin board in agreed upon area of the office for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their workstations or during their rest periods. Material posted shall not be derogatory of inflammatory and shall not constitute partisan political material.

ARTICLE 22 HEALTH AND SAFETY

SECTION 1. There is hereby appointed a Joint Safety and Health Committee, which shall consist of two (2) members appointed by the Board of Health and/or the Health Commissioner and two (2) bargaining unit members appointed by OCSEA. The purpose of the committee is to establish safe and healthful working conditions and procedures in the Trumbull County Health Department and to encourage all employees to follow said procedures.

SECTION 2. In the event of any dispute between the Committee and its members the Union shall have the right to refer said dispute to the grievance procedure.

SECTION 3. Potential hazards to personnel transporting, handling, warehousing or distributing any chemicals, toxic substances or rabies specimens shall follow specific protocol as established by the manufacturer or service agency performing the service and if this protocol is not followed then the employee will have the right to refuse to comply with the request of the supervisor and subject matter referred to the grievance procedure.

SECTION 4. The Employer and or representative agree to meet with the Health and Safety members up to four (4) times per contract year. Such meetings will be held to discuss and come to possible remedy of current health and safety matters. The Employer and employees have the responsibility to bring to the attention of the Health and Safety Committee any unsafe working conditions. Such conditions when found by the employee shall be reported to his/her immediate supervisor as soon as such condition becomes known.

SECTION 5. The employee or the Union may call a meeting by notifying the party at least two (2) weeks in advance of the scheduled time. The party calling for the meeting date must provide an agenda. The meeting may be held during regular scheduled working hours at a mutually agreed upon location.

**ARTICLE 23
HOLIDAYS**

SECTION 1. Department observance of holidays, part-time employees holiday pay will be prorated, for example hours worked per week divided by five (5), i.e. twenty-five (25) hours divided by five (5) equals five (5) hours holiday pay.

- A. The Department will recognize the President, Governor and the County Commissioner's rights to increase holidays. The Employer will pay for any additional holidays:
Holidays listed:

1) January 1	New Year's Day
2) January – 3 rd Monday	Martin Luther King Day
3) February – 3 rd Monday	Presidents Day
4) May – last Monday	Memorial Day
5) July 4	Independence Day
6) September – 1 st Monday	Labor Day
7) October – 2 nd Monday	Columbus Day
8) November 11	Veterans Day
9) November – 4 th Thursday	Thanksgiving Day
10) November – 4 th Friday	Day After Thanksgiving
11) December 24 th	Christmas Eve
12) December 25 th	Christmas Day
13) December 31 st	New Year's Eve
14) Employee's Birthday*	

One (1) floating holiday to be used at the employee's discretion.

*The Employees Birthday shall be an additional paid holiday. The employee may elect to take their paid birthday holiday on the exact day and date of their birthday or may opt to choose any workday during the month the birthday occurs. However, the employee must complete a request for leave form in advance of their selected day and it must be approved in advance by their immediate supervisor.

- B. In the event that any of the recognized holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If the recognized holiday falls on a Sunday, the next succeeding day shall be deemed a holiday.
- C. If the holiday occurs during an employees vacation or sick day, the holiday shall not be deducted from the employees vacation or sick leave pay allowance.

- D. When a holiday falls within the regularly scheduled work week, and if a sixth or seventh day is worked, the holiday shall be considered time worked in computing the number of hours an employee has worked that week.

ARTICLE 24 LEAVES OF ABSENCE

SECTION 1. FUNERAL LEAVE

If a death occurs among members of an employees immediate family, the employee shall be granted a leave with pay for three (3) days. When an employee request such leave the employee must show proof of death and the relationship to the deceased. Proof of death may be in the form of a letter from the family physician, publication from the local newspaper or other verified form.

In the even more time is needed to attend to personal and family matters, the employee may request additional time off and at which time the employee shall use accumulated vacation and sick leave time or apply for leave without pay.

For the purpose of this Article “immediate family” shall be defined as to include the following: mother, father, sister, brother, child, spouse, significant other, grandparents, grandchildren and all current and legal “in-laws”. One day of funeral leave will be granted for the following extended family members, niece, nephew, aunt and uncle.

SECTION 2. EDUCATION LEAVE

- A. Employees may be granted a leave of absence without pay to pursue educational opportunities. Eemployees who have completed two (2) years of service with the health department may be granted an educational leave as indicated in this section. Application for such leave must be applied for in writing at least three (3) months prior to the beginning of said leave; the employee shall also indicate a return to work. Such leave may be granted for a period not to exceed six (6) months. Approval will be subject to the operational needs of the employer.
- B. If an employee fails to report to work from an unpaid leave of absence on the date expected without first obtaining prior approval from the Board of Health for an extension, not returning to work as expected is cause for disciplinary action up to and including termination.
- C. While an employee is on a leave of absence, the Employer maintains the right to leave the position vacant for the duration of the leave of absence or fill the position with a temporary employee at the discretion of the Employer.

SECTION 3. UNPAID LEAVE

The Employer shall grant unpaid leaves of absence to employees upon request for the following reasons:

- A. Maternity leaves of up to six (6) months
- B. For an extended illness of up to one (1) year if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave with the written verification by a medical doctor. If the employer questions the employees ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor, paid by the Employer, as to the employees ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work.

The Employer may grant unpaid leave of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leave may include, but are not limited to: education, parenting (if greater than 10 days), family responsibilities, or holding elective office (where holding such office is legal). The position of the employee who is on unpaid leave of absence may be filled on a temporary basis, with a contract employee for the duration of the leave only. The original employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The employer may extend the leave upon the request of the employee.

SECTION 4. FAILURE TO RETURN FROM LEAVE

Failure to return from a leave of absence after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employees return and evidence of such is presented to the Employer as soon as physically possible.

**ARTICLE 25
MILITARY LEAVE**

SECTION 1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia or member of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not exceeding a total of thirty-one (31) calendar days in one calendar year.

Employees who are called to Active Military Duty beyond the required 31 paid working days in any one calendar year pursuant to an Executive order issued by the President of the United States or an Act of Congress shall be granted an Active Duty Military Leave of Absence and will receive the following:

Payment of wages in the amount of his/her regular wages less whatever amount such employee may receive as military pay. Such payment will be made to the affected employee from the time short term military leave of absence with pay is exhausted until the end of each calendar year the employee is still in active status of for the duration of the employees service in the active military, whichever time period is less.

The employee will not receive payment under this provision if his/her military pay is greater than his/her wages paid by the County.

An employee, who is otherwise eligible for such benefits, shall continue to receive health and life insurance benefits as defined by the County Benefits Plan for the duration of such employees Active Military Service under this Provision. Employees on Active Duty Leave under this Provision shall receive seniority for the time spent in Active Duty. However, vacation credits and sick leave do not accumulate during an Active Duty Leave.

Upon returning from an Active Duty Leave and upon making timely application for reemployment, an employee shall be returned to his/her former position or equivalent position of employment and responsibility. Such a returned employee will receive any wage adjustments that the employee would have clearly earned had the employee been in active pay status.

SECTION 2. The employee is required to submit to the Appointing Authority an order of statement from the appropriate military commander as evidence of such duty. Upon the submittal of the military orders or statement, the affected employee shall continue to receive his regular straight time hourly rate of pay for the period of the leave. All wages received by an employee for the respective military authority shall be remitted to the Employer upon the employees return to work. There is not requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under the provisions is one hundred seventy six (176) hours.

SECTION 3. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or otherwise enter military service.

SECTION 4. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes written waiver of all rights to the position.

SECTION 5. An employee who re-enlists while on active duty or a commissioned officer that voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

SECTION 6. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties that are so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

SECTION 7. A veteran separate or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to inservice injury or illness which has not exceeded a period of more than (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after the Appointing Authority receives application.
- B. Photostat copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his physical conditions and;
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 1. Sick leave – that amount which had been accumulated at the time of entering service;
 2. Vacation leave – time spent on military leave will be counted in determining the employees length of service but not vacation credit will be accumulated during the time spent on military leave;
 3. Automatic salary adjustments and
 4. Any change in classification or pay range that would have accrued to the position if the employee had been on the job.

ARTICLE 26 INSURANCE AND HOSPITALIZATION

SECTION 1. The Board of Health agrees to provide all full time permanent bargaining unit employees health insurance which includes hospital/medical/surgical plan, dental benefits, vision benefits and a prescription drug coverage. The benefits offered will be the same benefits that are offered under the Trumbull County Commissioners Health Insurance Consortium i.e (County Commissioners). The employee will be subject to the levels of benefits, co-pays and

deductibles in existence for the health insurance program at any given time. The employee will be required to pay 10% of the monthly premium.

SECTION 2. If changes are made that would affect the current levels of benefits in existence at the effective date of the agreement, the Union would have the option of either accepting the changes to the levels of benefits or receive monthly from the Employer a lump sum monetary payment to the Union the amount of health insurance premium being paid at the time the changes are made so that the Union could purchase the health insurance plan on their own. Alternatively, the Employer shall designate a designee to work with a committee of bargaining unit members. An insurance committee will be formed which will consist of members of management and the bargaining unit. The committee will be of an equal amount of team members. The committee will have the task of recommending cost saving measures to the board and/or health commissioner. The committee may meet at least once every quarter or more if necessary. The times of the meetings shall be sent and approved by the employer. The committee will look at any alternatives to help defray rising health care costs.

SECTION 3. Insurance buy-back program for Hospital/Medical/Surgical Plan, Dental/Vision and Prescription Drug Card plan, shall consist of employee being paid \$1,500.00 per year. This payment will be made on a monthly basis via the payroll checks.

SECTION 4. The Board of Health agrees to provide to employees a straight life insurance policy in the minimum amount of fifty thousand dollars (\$50,000.00). The Trumbull County Risk Management Insurance Department of the Board of County Commissioners shall negotiate said policy.

SECTION 5. The Board of Health shall provide public officials liability insurance at a level determined by the Board of Health. The Board of Health shall not be responsible for the payment of any individual professional liability insurance coverage.

ARTICLE 27 JURY DUTY

SECTION 1. Members shall receive full pay for regularly scheduled working hours on any day when a member is required to appear before any court for jury duty by United States or Ohio courts. Any fees received by a member for such activity shall be remitted to the Employer unless such duty is performed outside scheduling working hours for such members.

ARTICLE 28 SAVINGS CLAUSE

SECTION 1. Should any part of this Agreement be declared invalid by operation of law or by tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby, but will remain in full force and effect. In the even any provision is thus rendered

invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 29 SUCCESSORSHIP CLAUSE

SECTION 1. This Agreement shall be binding in its entirety upon the parties hereto, their successors, assignees and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance or other governmental enactment that may replace the Board of Health as the Employer of the health department employees. The parties further agree that from time to time and upon reasonable notice given by either party to the other, they shall meet and confer to discuss any further impact on the bargaining unit which may result from the possible replacement of the Board of Health as the Employer of the health department employees.

SECTION 2. The parties further agree that no employee in the bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health insurance or any other benefits by reason of the employees transfer to any new governmental instrumentality or other employing unit which came into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance or other governmental enactment.

ARTICLE 30 CONTRACTING OUT

SECTION 1. When the employer anticipates contracting out work presently being performed by bargaining unit employees, the union will be notified at least sixty (60) days prior to an invitation for bids. Following such notice, the employer will meet with the union to discuss the information contained in the notice. The decision by the employer to contract out work presently being performed by bargaining unit employees will be made based on cost effectiveness and service to the public. Any work or program that is contracted out will be evaluated at a six (6) and twelve (12) month interval to determine whether or not such contracting out is actually cost effective for the department. In the event there is not a savings then the work and/or program will go back into the bargaining unit. The employer shall have the ability to contract outside services for special projects, (e.g. accreditation) as mutually agree to.

Appendix A

TITLE	2014 RATE	2015 RATE	2016 RATE
ACCREDITATION COORDINATOR	27.96	28.52	29.09
EPIDEMIOLOGIST	27.96	28.52	29.09
SECRETARY I	20.26	20.66	21.08
SECRETARY II	21.68	22.11	22.55
SECRETARY III	22.58	23.03	23.50
FOOD PROTECTION SECRETARY	22.58	23.03	23.50
FISCAL OFFICER	22.58	23.03	23.50
ADMINISTRATIVE SECRETARY	24.59	25.08	25.59
IT SPECIALIST	28.52	29.09	29.67
MEDICAL ASSISTANT I	21.68	22.11	22.55
MEDICAL ASSISTANT II	22.58	23.03	23.50
HEALTH EDUCATOR/PLANNER I	24.08	24.56	25.06
HEALTH EDUCATOR/PLANNER II	24.81	25.30	25.81
HEALTH EDUCATOR III	25.80	26.31	26.84
PUBLIC HEALTH NURSE I	24.08	24.56	25.06
PUBLIC HEALTH NURSE II	24.81	25.30	25.81
PUBLIC HEALTH NURSE III	25.80	26.31	26.84
SOCIAL WORKER	25.14	25.65	26.16
NUTRITIONIST	25.14	25.65	26.16
PUBLIC HEALTH SANITARIAN IN TRAINING	22.22	22.66	23.11
PUBLIC HEALTH SANITARIAN I	24.08	24.56	25.06
PUBLIC HEALTH SANITARIAN II	24.81	25.30	25.81
PUBLIC HEALTH SANITARIAN III	25.80	26.31	26.84
PLUMBING INSPECTOR I	24.08	24.56	25.06
PLUMBING INSPECTOR II	24.81	25.30	25.81
FAMILY SERVICE COORDINATOR	16.95	17.29	17.64
FAMILY SERVICE PROGRAM COORDINATOR	20.59	21.01	21.43

William Hagood
President – Board of Health



OFFICE: (330) 675-2489
CLINIC: (330) 675-2590
FAX: (330) 675-2494

JAMES J. ENYEART, M.D.
Trumbull County Health Commissioner
TRUMBULL COUNTY HEALTH DEPARTMENT
176 Chestnut N.E. • Warren, Ohio 44483
www.health.co.trumbull.oh.us

APPENDIX C

VACATION CONVERSION FORM

I, _____, wish to convert my vacation leave hours to paid wages, as allowed under Article 20, Section 5 of the Collective Bargaining Agreement between the Trumbull County Board of Health and the Ohio Civil Service Employees Association.

Amount of Vacation Hours to be converted:

40 hours _____

80 hours _____

Employee Signature

Date

**ARTICLE 31
DURATION OF AGREEMENT**

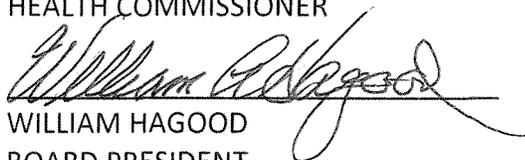
SECTION 1. THIS AGREEMENT SHALL BE EFFECTIVE JANUARY 1, 2014 AND REMAIN IN EFFECT UNTIL 11:59 PM, DECEMBER 31, 2016.

SECTION 2. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. All previous agreements, either written or oral are hereby cancelled.

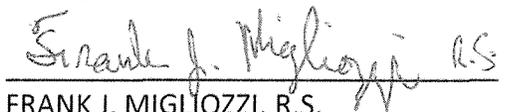
TRUMBULL COUNTY BOARD OF HEALTH



JAMES ENYEART, M.D.
HEALTH COMMISSIONER



WILLIAM HAGOOD
BOARD PRESIDENT



FRANK J. MIGLIOZZI, R.S.
DIRECTOR OF ENVIRONMENTAL HEALTH

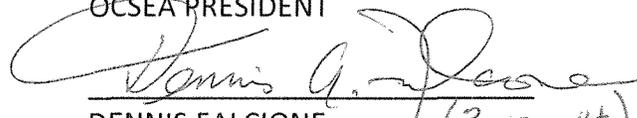


SANDRA SWANN, B.S.N.
DIRECTOR OF NURSING

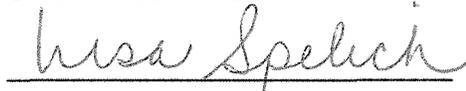
OCSEA/AFSCME LOCAL 11 AFL-CIO



CHRISTOPHER MABE
OCSEA PRESIDENT



DENNIS FALCIONE (3-10-14)
CHIEF NEGOTIATOR



LISA SPELICH
UNION STEWARD
NEGOTIATING TEAM MEMBER



KRISTOPHER WILSTER
UNION STEWARD
NEGOTIATING TEAM MEMBER